



*Next Ord. No. 4486
Next Reso. No. 25045*

**VILLAGE OF VILLA PARK
Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181**

Village Board of Trustees

July 23, 2025

6:00 PM

Village President Kevin Patrick
Village Clerk Rolf Laukant

Village Trustees Cari Alfano, Jorge Cordova, Tina Konstatos, Jack Kozar, Deepa Kumar, Khalid Sabri

Public participation is invited. When called upon, please approach the microphone and state your name. Kindly limit your remarks to 3 minutes.

- 1. Call to Order - Roll Call**
- 2. Pledge of Allegiance**
- 3. Amendments to the Agenda**
- 4. Public Comments on Agenda Items**
- 5. Public Comments on Non-Agenda Items**
- 6. Proclamations**
- 7. Presentation**
- 8. Appointment to Commission**
- 9. Consent Agenda**
 - a. Approval of the Minutes for the May 12, 2025 Village Board of Trustees Meeting.
- 10. Ordinance for First Reading**
- 11. Ordinance for Second Reading**
 - a. An Ordinance Amending the Villa Municipal Code in Order to Authorize and Regulate the Use of Low-Speed Electric Scooters within the Village of Villa Park, Illinois.

This Ordinance would amend Section 14-115 of Chapter 14 ("Motor Vehicles and Traffic") of the Villa Park Municipal Code to allow the operation of low-speed electric scooters within Villa Park in accordance with specific regulations. Staff recommends approval.
- 12. Ordinances**
- 13. Resolutions**

- a. Resolution Adopting a Paid Parental Leave Policy For Employees of the Village of Villa Park.

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. The corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village. Staff recommends approval.

- b. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract to Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

This resolution authorizes the Village Manager to execute a contract with Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

- c. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Midwest Environmental Consulting Services, Yorkville, Illinois for Project Management and Air Quality Monitoring for the Iowa Community Center Abatement Project in the amount of \$23,000.00

This resolution authorizes the Village Manager to execute a contract with Midwest Environmental Consulting Services, of Chicago, Illinois, in the amount of \$23,000 for the Asbestos Project Management and Air Quality Testing at the Iowa Community Center Temporary Fire Station Project.

- d. Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Lite Construction, Inc., for the Fire Station 81 Renovations and Temporary Fire Station 81 in the amount of \$1,603,700

This resolution authorizes the Village Manager to execute a contract with Lite Construction Inc., of Montgomery, Illinois, in the amount of \$1,603,700 for the Iowa Community Center Temporary Fire Station Project and improvements to Fire Station 81.

This project was publicly advertised and competitively bid, with a public bid opening conducted on July 1, 2025. A total of nine bids were received, with Lite Construction Inc. submitting the lowest responsible bid. The Village's architectural and engineering consultant as well as Village staff have reviewed the bid and recommends awarding the contract to Lite Construction Inc. in accordance with the bid specifications.

- e. Resolution approving an Engineering agreement with Edwin Hancock Engineering Company, of Westchester, Illinois for the Phase III Construction Engineering for the Ridge Road Drainage Improvements in an Amount Not to Exceed \$47,855.00

This is a resolution to approve the Village President entering into a professional engineering agreement with Edwin Hancock Engineering Co. for the phase III construction engineering services for Ridge Road Drainage Improvements in the amount not to exceed \$47,855.00. The Village initially planned to staff the project internally, but due to multiple projects happening simultaneously in the Village and previously raised resident concerns, a consultant for the phase III construction

engineering is needed to assist staff with oversight of the project. Staff recommends approval.

- f. Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Partial Change Order Number 01 to the Contract with Davis Concrete Construction Co. of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements for a Net Addition in the Amount of \$105,500.00.

This Resolution authorizes the Village Manager to execute the change order in substantially the form attached hereto to the contract with Davis Concrete Construction Co., of Monee, Illinois. The Village has a contract with Davis Concrete Construction Co., in the amount of \$288,352.00 for the construction of the 2025 Sidewalk Improvements. Proposed partial Change Order Number 1 consists of the adding additional sidewalk removal and replacement to the scope of the project. The net amount of the proposed partial Change Order Number 1 is an addition in the amount of \$105,500.00, for an adjusted contract amount of \$393,852.00. Staff recommends approval of this change order.

- g. Resolution Approving an Engineering Agreement with CDM Smith, Inc., of Chicago, Illinois for the Phase I Engineering for the Ardmore Avenue at UPRR Grade Separation in an Amount Not to Exceed \$997,733.00

This is a resolution to approve the Village President entering into a professional engineering agreement with CDM Smith, Inc., for the phase I preliminary engineering services for a proposed grade separation of the Union Pacific Rail Road (UPRR) at Ardmore Ave. for an amount not to exceed \$997,733.00. The Village has previously performed a feasibility study which determined Ardmore was the most suitable location for a grade separation with the UPRR. The Village has received confirmation of an Illinois Commerce Commission (ICC) Grant to help offset the cost of the phase I engineering. Staff recommends approval.

- 14. Unfinished Business**
- 15. New Business**
- 16. Village Commission Reports**
- 17. Village Clerk's Report**
- 18. Village Trustees' Report**
- 19. Village President's Report**
- 20. Village Manager's Report**
- 21. Executive Session**
- 22. Adjournment**

The Villa Park Village Hall is subject to the requirements of the Americans with Disabilities Act of 1990. An elevator is operational at the north side entrance to the Village Hall during normal work hours and also during evenings. Individuals with special needs are requested to contact the Village's Compliance Officer at (630) 834-8500 so that reasonable accommodations can be made for those persons.



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: July 23, 2025

SUBJECT: Approval of the Minutes for the May 12, 2025 Village Board of Trustees Meeting.

RECOMMENDED ACTION:

BACKGROUND:

DISCUSSION:

Village of Villa Park Board of Trustees

Meeting Minutes - May 12, 2025

Date: May 12, 2025

Time: Meeting called to order at 7:00 PM

Location: Village of Villa Park Board of Trustees Meeting

1. Call to Order & Roll Call

- The meeting was called to order by President Cuzzone. Clerk Korynecky performed the roll call.
 - o **Present:** President Nick Cuzzone, Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, and Kevin Patrick
 - o **Absent:** None
- A quorum was established.

2. Pledge of Allegiance & Invocation

- Attendees stood for the Pledge of Allegiance. An invocation was given, expressing gratitude and seeking guidance for meaningful discussions and decisions for the Village.

3. Amendments to the Agenda

- Two amendments were offered:
 - o Move Item 6A (Presentation of Plaques to Exiting Board Members & Clerk) to after the new elected officials are sworn in.
 - o Amend Item 9A to add the oath of office for re-elected Village Trustees Jack Kozar and Deepa Kumar.
- Motion made by Trustee Cordova, seconded by Trustee Kozar.
 - o Ayes: Alfano, Cordova, Corkery, Kozar, Kumar, Patrick, Cuzzone
 - o Nays: None
 - o *Motion passed. Amendments made.*

4. Public Comments on Agenda Items

- No public comments were offered on agenda items.

5. Public Comments on Non-Agenda Items

- **Lynn Smith:** Raised concerns about a recent community alert regarding a woman being sought. The description was vague ("black woman with a black puffer coat") and lacked detail (height, hair color, size), causing Ms. Smith to feel vulnerable and unsafe as she matched the description at the time the alert was received. She requested more detailed descriptions in future alerts to avoid such situations.

- **Chief of Police:** Apologized for Ms. Smith's experience, explaining that very little information was available at the time of the alert due to the rapid nature of the incident (violent act in another community, individuals fleeing a car). Emphasized the imperative to catch the individuals involved to ensure community safety. Acknowledged the feedback and thanked Ms. Smith for her constructive comments.
- No further public comments on non-agenda items.

6. Unfinished Business

- No unfinished business was noted for this board.

7. Adjournment Sine Die

- President Cuzzone delivered his final remarks, thanking Villa Park residents for trusting him to serve as a trustee for six years and as president for the past four years. He expressed enjoyment in interacting with residents and staff. He thanked staff, first responders, and office personnel for their hard work with limited resources. He specifically thanked Village Manager Matt Harline for his availability and support; Village Clerk Hosanna Korynecky for 18 years of accurate record-keeping; and Village Attorney Melissa Wolf for her constant availability. He wished the incoming board the best and thanked his wife, Lisa, for her unwavering support.
- Motion for adjournment made by Trustee Corkery, seconded by Trustee Kumar.
 - o Ayes: Alfano, Cordova, Corkery, Kozar, Kumar, Patrick, Cuzzone
 - o Nays: None
 - o *Motion passed. Outgoing board adjourned.*

8. Swearing-In Ceremony for New Board Members and Clerk

- The Oath of Office was taken individually by Trustee Tina Konstatos, Trustee Deep Kumar, Clerk Rolf Laukant, Trustee Jack Kozar, and President Kevin Patrick.

9. Reconvened Board Meeting - Call to Order & Roll Call

- The meeting was called to order by President Patrick. Clerk Laukant performed the roll call.
 - o **Present:** President Kevin Patrick, Trustees Cari Alfano, Jorge Cordova, Tina Konstatos, Jack Kozar, and Deepa Kumar.
 - o **Absent:** None
- A quorum was established.

10. Presentations of Plaques to Exiting Board Members and Clerk

- Manager Harline oversaw the presentations of plaques in appreciation of service to former trustee Jack Corkery, former clerk Hosanna Korynecky, and former president Nick Cuzzone.
- Mr. Corkery expressed gratitude, stating it was an honor to serve, and he learned much about law, civics, plumbing, and human nature. He wished the new board the best.
- Ms. Korynecky, who had been Clerk for 18 years, thanked President Cuzzone, Manager

Harline, and Village staff (especially Cheryl Wagner) for their collaboration.

- Mr. Cuzzone reiterated his previous thanks, wished the new board good luck, and stated it had been an enjoyable 10 years.

11. Presentation from the Historical Preservation Commission - Historic Preservation Awards

- The Historical Preservation Commission presented the first two Historic Preservation Awards under a new consolidated program. Awards are based on age, architectural style, or historical significance. Applications for the 2026 award year are now open.
 - **437 South Michigan Avenue (Krugal House):** Built in 1918, classic brick bungalow style. Currently owned by the Diver family for 5 years. Noted for original doors/windows, restored maple floors, and custom-built casement windows. Nancy Diver, one of the owners, grew up in Villa Park. The Diver family accepted the plaque.
 - **828 South Harvard Avenue (Shively House):** Lot purchased in 1928. Family originally owned a large tract of land developed into the Shively subdivision. Features an iron stove in the basement (formerly for heating) and a coal chute converted to a window. The Stoultz family has lived in the home for over 20 years, preserving old newspapers found in the home. Features original 1929 wood flooring, front door, crystal door handles, and ornate iron light fixtures. The Stoultz family was not present; the plaque will be delivered.
- May is Historic Preservation Month. A QR code for a historic walking tour of awarded structures is available on the village website, starting at the historical museum.

12. Proclamations

- **National Public Works Week 2025 (May 18th - 24th):** President Patrick read a proclamation recognizing May 18th-24th, 2025, as National Public Works Week, with the theme "People Purpose Presence." The proclamation acknowledged the vital importance of public works professionals to the community's sustainability, resilience, public health, and quality of life. Urged residents to recognize their contributions.

13. Consent Agenda

- The Consent Agenda included the following items:
 - Approval of Bill Listings for:
 - April 21, 2025: \$72,363.45
 - April 28, 2025: \$328,432.82
 - Approval of Village Board of Trustees minutes for the meeting held on April 28, 2025.
- Motion to approve the consent agenda made by Trustee Kumar, seconded by Trustee Konstatos.
 - Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Patrick
 - Nays: None
 - *Motion passed. Consent Agenda approved.*

14. New Business

- **Trustee Kumar:** Proposed adding an item to future agendas to address law regarding the usage of electric scooters in town, citing that many other villages are implementing such regulations.

15. Village Commission Reports

- No village commission reports were presented.

16. Village Trustee Reports

- **Trustee Konstatos:** Expressed honor to serve with the board, excitement to work towards Villa Park's growth, and gratitude to supporters, husband, family, and God. Emphasized commitment to open communication and provided contact information.
- **Trustee Cordova:** Thanked Jack Corkery, Hosanna Korynecky, and Nick Cuzzone for their time and effort on the board. Congratulated President Patrick, Trustees Konstatos and Kumar, and Clerk Laukant.
- **Trustee Kosar:** Thanked Villa Park residents for re-electing him, vowing to advocate for them and make the best decisions for the village.
- **Trustee Kumar:** Thanked the village for re-electing her for another four years, acknowledging her family's help (especially her son's campaigning). Expressed happiness to see her father and Chantel at the swearing-in. Committed to asking tough questions and supporting village staff. Stated she would miss Clerk Korynecky's consistency. Looks forward to working with President Patrick, who initially brought her onto the board.
- **Trustee Alfano:** Congratulated new Trustee Konstatos and returning board members, welcomed new Clerk Laukant and new Village President Patrick. Looked forward to continuing the work on the established foundation.

17. Clerk's Report (Rolf Laukant)

- Clerk Laukant thanked everyone present, especially the residents for showing up.

18. Village President's Report (Kevin Patrick)

- Wished a happy belated Mother's Day. Shared a personal story about his mother, a single mom who chose Villa Park for their first home, crediting her for his deep commitment to the village. Thanked his wife, April, for her unwavering support through long nights and missed family events, noting they met in Villa Park. Thanked his children (Grant, Ben, Max) for understanding the sacrifices of his role. Expressed deep gratitude to Villa Park residents for their votes and confidence, vowing to serve them well.

19. Village Manager Report (Matt Harline)

- Reminded residents about the Spring Sweep on Saturday, May 17th, from 9:00 AM to 12:00 PM (information on village website).

- Personally thanked exiting board members: Hosanna Korynecky for her years of service to the village and her involvement in Kiwanis and other community efforts; Jack Corkery for his early support; and Nick Cuzzone for his close collaboration over the last three years and dedication. He also acknowledged Steve De La Rosa, JP Hochbaum, and Greg Macek for their contributions by running for office. He also thanked returning trustees Kumar and Kozar, continuing trustees Alfano and Cordova, new trustee Konstatos, new clerk Laukant, and new president Patrick for their commitment to serving the community. He stated staff would work with the board to make Villa Park an even better community.

20. Adjournment

- Motion to adjourn made by Trustee Konstatos, seconded by Trustee Alfano.
 - o Ayes: Alfano, Cordova, Konstatos, Kozar, Kumar, Patrick
 - o Nays: None
 - o *Motion passed. Meeting Adjourned.*
- Attendees were invited to a celebration at Sugar Creek Golf Course.



MEMORANDUM

TO: Village Board of Trustees

FROM: Ryan Morton, Village Attorney

DATE: July 23, 2025

SUBJECT: An Ordinance Amending the Villa Municipal Code in Order to Authorize and Regulate the Use of Low-Speed Electric Scooters within the Village of Villa Park, Illinois.

RECOMMENDED ACTION:

This Ordinance would amend Section 14-115 of Chapter 14 ("Motor Vehicles and Traffic") of the Villa Park Municipal Code to allow the operation of low-speed electric scooters within Villa Park in accordance with specific regulations. Staff recommends approval.

BACKGROUND:

The Illinois General Assembly adopted P.A. 103-0899 last year, which banned using electric scooters across the state, unless municipalities authorized them. If authorized, the operation of e-scooters would be heavily restricted by the state. The use of e-scooters throughout the Village is prevalent. Rather than enforce a prohibition on all e-scooters, Staff believes it would be better to allow but regulate e-scooter usage. Regulations can be stricter than the state law but not more permissive (e.g., the minimum ridership age of 18 cannot be lowered but it could be increased).

DISCUSSION:

Regulations include limiting lawful e-scooters to "low speed" versions that weigh less than 100 pounds and travel at a maximum speed of 10 miles per hour. These e-scooters may not be used where prohibited by signage or on any street with a speed limit of more than 30mph. Riders must be at least 18 years old. Only one person may be on an e-scooter at a time. Operators must adhere to all applicable traffic laws.

At the July 14, 2025 Village Board meeting, several trustees requested that the proposed fine structure be increased. The revised ordinance now shows a staff-recommended higher fee structure, up from \$35 to \$100 for a first offense. Trustees had expressed interest in fines higher than that, but the Village's current fine structure only lists one offense greater than \$150 -- unlawful parking in an accessible parking space (\$350). Other \$100 fines include ordinance violations related to nuisances, curfew, disorderly conduct, pedestrians in roadway, and parental responsibility for vandalism, all of which staff believes are similar to unlawfully riding an e-scooter. A full list of Village fines is included in the packet for the Village Board's review.

**AN ORDINANCE AMENDING THE VILLA PARK MUNICIPAL CODE
IN ORDER TO AUTHORIZE AND REGULATE THE USE OF LOW-SPEED ELECTRIC
SCOOTERS WITHIN THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village of Villa Park (“Village”) is a duly organized and validly existing non-home rule Illinois municipality created in accordance with the Constitution of the State of Illinois of 1970, as amended, and the laws of the State; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) grants to the corporate authorities of each municipality the power to regulate the use of streets or other municipal property; and

WHEREAS, Section 11-1518(a) of the Illinois Vehicle Code (625 ILCS 5/11-1518(a)) empowers the Village to authorize and regulate the operation of low-speed electric scooters within the unit of local government on any or all highways, sidewalks, trails or other public right-of-way where the operation of bicycles is permitted, subject to the restrictions of Section 11-1518; and

WHEREAS, if no action is taken by the Village to expressly authorize the use of low-speed electric scooters within the Village, use of these electric scooters is not allowed and would result in a violation of Section 11-1518 of the Illinois Vehicle Code; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to permit and regulate the operation of low-speed electric scooters within the corporate limits of the Village, consistent with Section 11-1518 of the Illinois Vehicle Code.

NOW, THEREFORE, BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The foregoing recitals shall be and are hereby incorporated herein as the findings of the Corporate Authorities.

Section 2: The purpose of this Ordinance is to permit and regulate the use of low-speed electric scooters within the Village of Villa Park to enhance urban mobility, promote environmental sustainability and ensure public safety.

Section 3: Section 14-115 (“Reserved”) of Chapter 14 (“Motor Vehicles and Traffic”) of the Villa Park Municipal Code, shall be and is hereby amended to read as follows:

Sec. 14-115. – Low-Speed Electric Scooters.

- (a) *Low-Speed Electric Scooters Permitted and Regulated.* The operation of low-speed electric scooters within the Village of Villa Park is hereby permitted on any or all highways, sidewalks, trails or other public right-of-way within the Village where the operation of bicycles is permitted, and are further regulated pursuant to the provisions of this section.
- (b) *Definition of Low-Speed Electric Scooter.* A “low-speed electric scooter” shall mean “a device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour.” A “low-speed electric scooter” does not include a moped or motor driven cycle.
- (c) *Permitted Use and Designated Areas.*
 - (1) Low-speed electric scooters may be operated on public roads, sidewalks, trails, bicycles paths and designated paths within the Village of Villa Park, except were prohibited by signage.
 - (2) Low-speed electric scooters may not be operated on State highways.
 - (3) Any use of a low-speed electric scooter in violation of this section is not an intended nor permitted use of a public right-of-way, as those terms are used in Section 3–102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3–102).
- (d) *Rules and Regulations.* Low-speed electric scooters may only be operated in accordance with the following rules and regulations.
 - (1) A person may not operate a low-speed electric scooter on any street or highway within the Village with a posted speed limit in excess of 30 mph.
 - (2) A person operating a low-speed electric scooter must be at least 18 years of age.
 - (3) A low-speed electric scooter may be parked in the same manner and at the same locations as a bicycle may be parked.

- (4) A low-speed electric scooter, when in use at nighttime, must have a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that is visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle, except that a lamp emitting a steady or flashing red light visible from a distance of 500 feet to the rear may be used in addition to or instead of the red reflector.
 - (5) A low-speed electric scooter must not be equipped with, nor should any low-speed electric scooter operator use, any siren. This paragraph does not apply to a low-speed electric scooter that is a police vehicle or fire department vehicle.
 - (6) Every low-speed electric scooter must be equipped with a brake that will adequately control movement of and stop and hold the low-speed electric scooter.
 - (7) A person may not operate a low-speed electric scooter while carrying any package, bundle or article that prevents the operator from keeping at least one hand upon the handlebars.
 - (8) A person may not use or operate a low-speed electric scooter to carry more than one person at a time.
 - (9) A person operating a low-speed electric scooter may not attach himself or herself or the scooter to any other vehicle being operated on the public right-of-way.
 - (10) A person operating a low-speed electric scooter must adhere to all applicable traffic laws, including yielding to pedestrians and obeying traffic signals and signs.
 - (11) A person may not operate a low-speed electric scooter while under the influence of alcohol or any drug.
 - (12) Every low-speed electric scooter must be well-maintained and in good operating condition.
- (e) *Violations – Penalty.* Any person who violates any of the provisions of this section shall be subject to a fine of not less than \$100.00, which will be reduced to \$75.00 if paid within 10 days, but which will be increased to \$150.00 if paid after nonappearance at the 1st hearing date but before the 2nd hearing date. After the 2nd hearing date, fines may increase to up to \$750.00. An offense committed by a minor under the direct control or with the consent of a parent or guardian may subject the parent or guardian to the penalties provided in this section.

[Continued on Next Page]

Ordinance No. _____

Section 4: All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5: If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 6: The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 7: The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect 10 days after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

PASSED this _____ day of _____ 2025, by the corporate authorities of the Village of Villa Park pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

PUBLISHED this _____ day of _____, 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

**AN ORDINANCE AMENDING THE VILLA PARK MUNICIPAL CODE
IN ORDER TO AUTHORIZE AND REGULATE THE USE OF LOW-SPEED ELECTRIC
SCOOTERS WITHIN THE VILLAGE OF VILLA PARK, ILLINOIS**

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/1-2-1, provides that the corporate authorities of each municipality may pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities, with such fines or penalties as may be deemed proper; and

WHEREAS, the Village of Villa Park (“Village”) is a duly organized and validly existing non-home rule Illinois municipality created in accordance with the Constitution of the State of Illinois of 1970, as amended, and the laws of the State; and

WHEREAS, Section 11-80-2 of the Illinois Municipal Code (65 ILCS 5/11-80-2) grants to the corporate authorities of each municipality the power to regulate the use of streets or other municipal property; and

WHEREAS, Section 11-1518(a) of the Illinois Vehicle Code (625 ILCS 5/11-1518(a)) empowers the Village to authorize and regulate the operation of low-speed electric scooters within the unit of local government on any or all highways, sidewalks, trails or other public right-of-way where the operation of bicycles is permitted, subject to the restrictions of Section 11-1518; and

WHEREAS, if no action is taken by the Village to expressly authorize the use of low-speed electric scooters within the Village, use of these electric scooters is not allowed and would result in a violation of Section 11-1518 of the Illinois Vehicle Code; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the Village to permit and regulate the operation of low-speed electric scooters within the corporate limits of the Village, consistent with Section 11-1518 of the Illinois Vehicle Code.

NOW, THEREFORE, BE IT ORDAINED, by the Village President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The foregoing recitals shall be and are hereby incorporated herein as the findings of the Corporate Authorities.

Section 2: The purpose of this Ordinance is to permit and regulate the use of low-speed electric scooters within the Village of Villa Park to enhance urban mobility, promote environmental sustainability and ensure public safety.

Section 3: Section 14-115 (“Reserved”) of Chapter 14 (“Motor Vehicles and Traffic”) of the Villa Park Municipal Code, shall be and is hereby amended to read as follows:

Sec. 14-115. – Low-Speed Electric Scooters.

- (a) *Low-Speed Electric Scooters Permitted and Regulated.* The operation of low-speed electric scooters within the Village of Villa Park is hereby permitted on any or all highways, sidewalks, trails or other public right-of-way within the Village where the operation of bicycles is permitted, and are further regulated pursuant to the provisions of this section.
- (b) *Definition of Low-Speed Electric Scooter.* A “low-speed electric scooter” shall mean “a device weighing less than 100 pounds, with 2 or 3 wheels, handlebars, and a floorboard that can be stood upon while riding, that is solely powered by an electric motor and human power, and whose maximum speed, with or without human propulsion, is no more than 10 miles per hour.” A “low-speed electric scooter” does not include a moped or motor driven cycle.
- (c) *Permitted Use and Designated Areas.*
- (1) Low-speed electric scooters may be operated on public roads, sidewalks, trails, bicycles paths and designated paths within the Village of Villa Park, except were prohibited by signage.
 - (2) Low-speed electric scooters may not be operated on State highways.
 - (3) Any use of a low-speed electric scooter in violation of this section is not an intended nor permitted use of a public right-of-way, as those terms are used in Section 3–102 of the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/3–102).
- (d) *Rules and Regulations.* Low-speed electric scooters may only be operated in accordance with the following rules and regulations.
- (1) A person may not operate a low-speed electric scooter on any street or highway within the Village with a posted speed limit in excess of 30 mph.
 - (2) A person operating a low-speed electric scooter must be at least 18 years of age.
 - (3) A low-speed electric scooter may be parked in the same manner and at the same locations as a bicycle may be parked.

- (4) A low-speed electric scooter, when in use at nighttime, must have a lamp on the front that emits a white light visible from a distance of at least 500 feet to the front and with a red reflector on the rear that is visible from all distances from 100 feet to 600 feet to the rear when directly in front of lawful lower beams of headlamps on a motor vehicle, except that a lamp emitting a steady or flashing red light visible from a distance of 500 feet to the rear may be used in addition to or instead of the red reflector.
 - (5) A low-speed electric scooter must not be equipped with, nor should any low-speed electric scooter operator use, any siren. This paragraph does not apply to a low-speed electric scooter that is a police vehicle or fire department vehicle.
 - (6) Every low-speed electric scooter must be equipped with a brake that will adequately control movement of and stop and hold the low-speed electric scooter.
 - (7) A person may not operate a low-speed electric scooter while carrying any package, bundle or article that prevents the operator from keeping at least one hand upon the handlebars.
 - (8) A person may not use or operate a low-speed electric scooter to carry more than one person at a time.
 - (9) A person operating a low-speed electric scooter may not attach himself or herself or the scooter to any other vehicle being operated on the public right-of-way.
 - (10) A person operating a low-speed electric scooter must adhere to all applicable traffic laws, including yielding to pedestrians and obeying traffic signals and signs.
 - (11) A person may not operate a low-speed electric scooter while under the influence of alcohol or any drug.
 - (12) Every low-speed electric scooter must be well-maintained and in good operating condition.
- (e) *Violations – Penalty.* Any person who violates any of the provisions of this section shall be subject to a fine of not less than \$~~100~~35.00, which will be reduced to \$75.00 if paid within 10 days, but which will be increased to \$15075.00 if paid after nonappearance at after 10 days but before the 1st hearing date, \$125.00 upon appearance at the 1st hearing date but before the 2nd hearing date. After the 2nd hearing date, fines may increase to up to \$750.00, and \$250.00 upon nonappearance at the 2nd hearing date. An offense committed by a minor under the direct control or with the consent of a parent or guardian may subject the parent or guardian to the penalties provided in this section.

[Continued on Next Page]

Ordinance No. _____

Section 4: All ordinances, resolutions and policies or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

Section 5: If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

Section 6: The headings/captions identifying the various sections and subsections of this Ordinance are for reference only and do not define, modify, expand or limit any of the terms or provisions of the Ordinance.

Section 7: The clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect 10 days after its passage and publication in accordance with Section 1-2-4 of the Illinois Municipal Code (65 ILCS 5/1-2-4).

PASSED this _____ day of _____ 2025, by the corporate authorities of the Village of Villa Park pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTENTION: _____

APPROVED by me this _____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this _____ day of _____ 2025.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

PUBLISHED this _____ day of _____, 2025.

Rolf Laukant, Clerk of the Village

Ordinance No. _____

of Villa Park, DuPage County, Illinois

DRAFT

*Fine Class	Discount Rate
A (Parking)	\$35.00
B (625ILCS)	\$50.00
C (Handicap)	\$350.00
LA	\$100.00
Minor Violations	\$75.00
D (Seatbelt)	\$25.00
Fleeing	\$750.00

Ticket Category / *Fine	Violation Display Code
-------------------------	------------------------

Animal	
A-LA	5-103
A- minor viol	5-106
A-minor viol	5-201
A-minor viol	5-202
A-minor viol	5-204-A
A-minor viol	5-205(A)
A-minor viol	5-206
A-minor viol	5-207
A-minor viol	5-208
A-minor viol	5-210
A-minor viol	5-212
A-minor viol	5-212(1)
A-minor viol	5-212. 4

Compliance	
C-minor viol	10-104
C-minor viol	11-103B
C-minor viol	13-1803

C-LA	13-2003 (D)
C-LA	13-2003 (E)
C-LA	13-2003 (F)
C-LA	13-2003 (G)
C-LA	13-2003 (I)
C-LA	13-2003 (K)
C-LA	13-2003 (O)
C-minor viol	13-204
C-minor viol	13-503
C-LA	14-111
C-minor viol	14-120
C-minor viol	15-102-21
C-minor viol	15-608
C-minor viol	15-609A
C-minor viol	15-702
C-minor viol	15-703
C-minor viol	15-801
C-minor viol	15-803
C-LA	15-804 (D)
C-minor viol	15-804 (H)
C-minor viol	15-804B
C-LA	16-101C1
C-LA	16-102
C-LA	16-102B
C-LA	16-104
C-minor viol	16-105
C-minor viol	16-105. 1
C-LA	16-107
C-minor viol	16-108A
C-minor viol	16-108B
C-LA	16-110. 1
C-LA	16-112 (D) -1
C-LA	16-112 (D) -2
C-LA	16-112 (F)
C-LA	16-112 (G)
C-LA	16-112A
C-LA	16-112D

C-LA	16-113
C-minor viol	16-114C
C-minor viol	16-115
C-minor viol	16-115 B8
C-minor viol	16-117
C-LA	16-119A
C-LA	16-119B
C-LA	16-119C
C-minor viol	16-120
C-minor viol	17-104A
C-minor viol	1983.5-11-1007
C-minor viol	1983-14-102
C-minor viol	20-201
C-minor viol	3-102A
C-minor viol	3-102B
C-minor viol	3-102D
C-minor viol	3-301
C-minor viol	3-363(A) (9) (Z)
C-minor viol	3-401(B)
C-minor viol	3-407
C-minor viol	3-408B
C-LA	3-408G
C-LA	3-408I
C-minor viol	3-408J
C-minor viol	5-209
C-minor viol	5-3-401D
C-minor viol	9-206
C-B class	625.5-12-201c
C-B class	625.5-12-210
C-B class	625.5-12-212c
C-B class	625.5-12-606-a
C-B class	625.5-12-608(a)
C-B class	625.5-12-611
C-B class	625.5-212-C
C-B class	625.5-5-3-413B
C-B class	625-12-201

C-B class	625-12-201 (B)
C-B class	625-12-201 (D)
C-B class	625-12-201-c
C-B class	625-12-201L
C-B class	625-12-202E
C-B class	625-12-205
C-B class	625-12-208
C-B class	625-12-208 (b)
C-B class	625-12-208B
C-B class	625-12-209 (A)
C-B class	625-12-210
C-B class	625-12-211
C-B class	625-12-212
C-B class	625-12-215 (C)
C-B class	625-12-503 (E)
C-B class	625-12-503 (A)
C-B class	625-12-503A
C-B class	625-12-503C
C-B class	625-12-503E
C-B class	625-12-601 (a)
C-B class	625-12-602
C-B class	625-12-608 (A)
C-B class	625-12-6105
C-B class	625-12-610-5B
C-B class	625-13-111
C-B class	625-3-401d
C-B class	625-3-413 (a)
C-B class	625-3-413F
C-B class	625-3-501
C-B class	625-3-701
C-B class	625-413- (B)
C-B class	625-5-12. 606
C-B class	625-5-12-101
C-B class	625-5-12-101 (a)
C-B class	625-5-12-201
C-B class	625-5-12-205
C-B class	625-512-211

C-B class	625-512-25-4
C-B class	625-5-12-2d
C-B class	625-5-15-110
C-B class	625-518-C4701
C-B class	625-53-401
C-B class	625-5-3-413B
C-B class	625-5-3-701
C-B class	625-53-703
C-B class	625-5-3-703
C-B class	625-5-401 (A)
C-B class	625-5-503A
Parking	
P	14. 208. 5
P	14-200-1a
P	14-200-1b
P	14-200-1c
P	14-200-1d
P	14-200-1e
P	14-200-1f
P	14-200-1g
P	14-200-1h
P	14-200-1I
P	14-200-1j
P	14-200-2a
P	14-200-2b
P	14-200-2c
P	14-200-2d
P	14-200-2e
P	14-200-2f
P	14-202
P	14-203
P	14-204-a
P	14-205
P	14-207- (D) (1)
P	14-207-c
P	14-208

P	14-209
P	14-210
P	14-215-A1
P	14-215-d
P	14-216
P	14-217
P	14-218
P	14-219
P	14-221
P	14-222-a
P	14-222-B
P	14-404
P	16-116
P	17-104-e
P	17-2-b3
P	18-2-1
P	18-2-c
P	1983-14-200-1e
P	1983-14-203-B
P	1983-14-206
P	1983-14-215c
P	1983-14-215d
P	7. 6. 1B
P	7. 7. 7A

Fine Amount

Original- After 10 days

\$75.00

\$75.00

\$350.00

\$150.00

\$100.00

\$25.00

\$750.00

Violation Description

CRUELTY TO ANIMALS

KEEPING LIVE POULTRY

DOG - POSSESS MORE THAN 3 DOGS

DOG PROHIBITED IN PUBLIC PLACES

DOG AT LARGE

DOG NO VALID VILLAGE DOG LICENSE DISPLAYED
--

DOG NO COLLAR WITH TAGS

DOG NO VALID RABIES TAG DISPLAYED

DOG BITE

DOG NO COLLAR

DOG ALLOWING DOG TO ATTACK ANOTHER DOG/OTHER ANIMAL

DOG PERMIT DOG TO DISTURB, INTIMIDATE PERSON
--

DOG ALLOWING A DOG TO BARK EXCESSIVELY
--

ILLEGAL DUMPING

SMOKING WHERE PROHIBITED

failure to obtain special event permit
--

POSSESSION OR USE OF CANNABIS (SCHOOL/SCHOOL BUS)
POSSESSION OR USE OF CANNABIS (PRIVATE RESIDENCE/DAYCARE)
UNLAWFUL USE OF CANNABIS (PUBLIC PLACE OR SMOKE FREE ILLINOIS ACT)
UNLAWFUL TRANSPORTATION OF CANNABIS (VEHICLE/UNSEALED)
UNLAWFUL USE OF CANNABIS (CLOSE PROXIMITY OF PERSON UNDER 21)
UNLAWFUL POSSESSION OF CANNABIS (OVER 30 GRAMS FLOWER, 500 MG THC, 5 GRAMS CONCENTRATE)
UNLAWFUL POSSESSION OF CANNABIS (UNDER 21-POSSESSION/USE/SALE/TRANSFER)
AUDIBLE SIGNAL WHILE STOPPED
RAFFLE WITHOUT LICENSE
NEGLIGENT DRIVING
Excessive Idling
OPEN BURNING
LOUD NOISES
NUISANCE NOISES
FAILURE TO UTILIZE CRIME-FREE LEASE ADDENDUM
NUISANCE PROPERTY
CERTAIN NUISANCES PROHIBITED UPON PUBLIC PARKING AREAS SEC 15-801 THRU 15-806
FAILURE TO MAINTAIN PUBLIC PARKING AREA
RECKLESS DRIVING IN PARKING LOT
VEHICLE PARKED WITHOUT LOT OWNER'S CONSENT
SQUEALING VEHICLE TIRES (PARKING LOT)
RETAIL THEFT
DAMAGE PROPERTY OF ANOTHER
DAMAGING THE PROPERTY OF ANOTHER
INTERFERE WITH POLICE
CURFEW (NOT SCHOOL-RELATED)
SCHOOL CURFEW- TRUANCY
TRESPASS
CONSUME LIQUOR IN PUBLIC PLACE
OPEN LIQUOR IN PUBLIC PLACE
PUBLIC INDECENCY
UNLAWFUL SALE OF TOBACCO TO PERSON UNDER 21 YEARS OLD
UNLAWFUL SALE OF PARAPHERNALIA TO PERSON UNDER 21 YEARS OLD
UNLAWFUL POSSESSION OF TOBACCO OR E-CIGARETTES UNDER 21 YEARS
DRUG PARAPHERNALIA POSSESSION.
DRUG PARAPHERNALIA POSSESSION
DRUG PARAPHERNALIA FOR SALE

POSSESS OR DISCHARGE AIR RIFLES/GUNS
LITTER CONTROL
DISORDERLY CONDUCT
ENGAGING IN FIGHTING, THREATENING OR TUMULTUOUS BEHAVIOR
PARENTAL RESPONSIBILITY FOR VANDALISM
THEFT
THEFT OF LOST OR MISLAID PROPERTY
THEFT OF LABOR OR SERVICES OR USE OF PROPERTY
BULLYING, HARASSMENT
VIOLATION OF PARK HOURS
Pedestrian In Roadway
Drivers License- Fail To Display
NO SOLICITATION PERMIT
CONSUME ALCOHOL ON PUBLIC PROPERTY
CONSUME/POSSESS ALCOHOL W/BROKEN SEAL IN COMMON AR
OPEN LIQUOR IN COMMON AREA
SALE OF ALCOHOL WITHOUT LICENSE
Public urination
PATRONS REMAINING DURING CLOSING HRS
INTOXICATED PERSONS ON PREMISES
UNLAWFUL SALE/ GIVING OF ALCOHOL TO MINOR
UNLAWFUL POSSESSION OF ALCOHOL BY A MINOR
UNLAWFUL CONSUMPTION OF ALCOHOL BY A MINOR
UNLAWFULLY ALLOWING PERSONS UNDER 21 THAT PERMITS
RESPONSIBILITY FOR REMOVAL OF EXCRETA
Registration- Required For 2nd Division Vehicle
FIREWORKS- POSSESS/ EXPLODE
Illegal Tail Lights
Bright Headlights
Prohibited Lighting On Vehicle
Tow Truck - Improper Identification-Complete Addre
Unlawful Bumper Height
Loud Music
Illegal Lighting Combination
Improper Display Of Registration Sticker
Fail To Dim Headlights When Required

Headlights Or Tail Lights
Lights Required In Rain
No Rear Registration Plate Light
Driving W/Out Headlights
Tow Truck Plate Not Displayed
Lamps On Other Vehicle & Equipment / While Towed
No Brake Or Stop Lights
Turn Signal Lights Required
Improper Lighting (Turn Signals)
Illegal Blue Lights On Vehicle
Improper Lighting
Improper Lighting - One Headlamp
ILLEGAL BLUE LIGHTS ON FRONT AND/OR SIDE OF VEHICLE
Illegal Blue Lights In Rear Turn Signals
Cracked Front Windshield
Obstructed Windshield
Illegal Tinted Windows Obstruct Drivers View
Driver's View Obstructed
Defective/Cracked Front Windshield
Improper Use Of Horn
Loud Exhaust
No Rear Bumper
Registration Covers That Alter/Obstruct View
Illegal Display Of Registration Rear Cover
No Valid Safety Test Sticker
Fail To Obtain Proper Registration
No Front License Plate
Expired Registration
Registration-Fail To Transfer Or Obtain
No Registration
Obstructed Registration
Tow Truck Improper Identification
Unsafe Vehicle
Unsafe Equipment
Turn Signals Not Working
Tow Truck- Required Lighting
One Headlight

Child Seat- Fail To Secure Child
Improper Lighting-White Lights To Rear
Towing- Improper Towing
Company Name Not Displayed On Truck
No Valid Registration-Trailer
Improper Display Of Registration
Operate Vehicle W/Out Evidence Of Reg
No Front Bumper
Improper Use Of Registration
Improper/Obstructed Display Of Registration
Tinted Front Side Windows
VIOLATION OF 3 HOUR PARKING LIMIT
Doubled Parked
Parked On Sidewalk
Parked In Intersection
Parked On Crosswalk
Obstructing Traffic
No Parking On Bridge
Parked On RR Tracks
No Parking Where Posted
Parked On Highway
Parked On Median
Parked Across Driveway
Parking Within 15 Feet Of Fire Hydrant
Parking Within 20 Feet Of Crosswalk/Intersection
Parking Within 30 Feet Of Stop Sign/Light
Parked 20"- 75" From Firehouse
No Parking Fire Lane
Parked On Parkway
No Parking- School Zone 8am-4pm
Parked In Alleyway
Parked On Snow Route More Than 2"
Temporary Parking Restriction - Police Order
No Parking On Rt 83/38/64
Violation Of 2 Hour Parking Limit

VIOLATION OF 30 MINUTE PARKING LIMIT
Violation Of 15 Minute Parking Limit
No Parking Permit Displayed
Unauthorized Parking
Meter Violation
Parked To Peddle Merchandise
Parked 4 Sale On Street
Parking Of Unregistered Vehicle- Public Roadway
Handicapped Parking Violation
Parked Over Curb 12" From Curb
Parking Left Wheel To Curb
INOPERABLE MOTOR VEHICLES (PUBLIC OR PRIVATE PROPERTY)
Inoperable Or Unlicensed Vehicles On Private Prope
Parked In Park After 10pm
Violation Off Street Parking
Prohibit Parking Of Truck/Bus/Boat
Trailer On Public Street
Parked Obstructing Traffic
NO PARKING 7-9 AM AND 3-5PM ON SCHOOL DAYS
No Parking 2-6am
Unauthorized Parking - No Space Provided
Permit Parking-Designated Parking Stalls
Parked On Lawn
Heavy Truck Parked In Village>8000

After 1st Hearing	After 2nd Hearing	
\$125.00	\$250.00	
\$150.00	\$250.00	
\$350.00	\$350.00	
\$200.00	Judgement	
\$150.00	Judgement	
\$25.00	\$25.00	
\$750.00	\$750.00	

Initial Fine

\$150.00	Explanation of
\$100.00	
\$100.00	"A" - Parking violations
\$100.00	
\$100.00	"B" - Equipment violation
\$100.00	Loud Muffler, No Headlight
\$100.00	Other vehicle equipment
\$100.00	
\$100.00	"C" -Unauthorized use of
\$100.00	
\$100.00	"D" - Failure to wear a seat belt
\$100.00	
\$100.00	

\$100.00
\$100.00
\$0.00

Fine Schedule	If Paid Within 10 Days	If Delayed
--------------------------	-----------------------------------	-----------------------

\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$100.00
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\$150.00
\$150.00
\$150.00

		1s
A	\$ 35.00	\$
B	50.00	
C	350.00	3
D	25.00	

* Marked Red is for the

Sec. 1-108.1. - Minimum fines.

Notwithstanding any other minimum fine set forth in an

Violation
Unlawful use of Cannabis
Possession of Drug Paraphernalia
Unlawful Sale of Tobacco to person under the age of twenty
Unlawful Sale of Paraphernalia to person under twenty-one
Possess or discharge air rifle/gun
Public indecency
Retail theft
Trespass
Damage property of another
Interference with police
Negligent driving
Cruelty to animals
Unlawful consumption of alcohol by a minor

\$150.00
\$100.00
\$100.00
\$100.00
\$100.00
\$150.00
\$150.00
\$150.00
\$100.00
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\$150.00
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\$100.00
\$100.00
\$100.00
\$100.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00

Unlawful consumption of alcohol by a minor
Unlawful possession of alcohol by a minor
Reckless driving in a parking lot
Theft
Theft of lost or mislaid property
Theft of labor or services

[illegible]

\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$75.00
\$350.00
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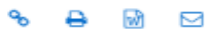
1st Hearing Date	1st Hearing Date but BEFORE 2nd Hearing	2nd Hearing Date
75.00	\$125.00	\$250.00
75.00	150.00	250.00
350.00	350.00	350.00
25.00	25.00	25.00

below listed Violations

by other section of this Code, the following offenses shall be punishable by a minimum fine of not less than that as

	Section
	13-2003
	16-112
ty-one (21) years of age	16-112
e (21) years of age	16-112
	16-113
	16-110.1
	16-101(c)(1)
	16-107
	16-102
	16-104
	14-111
	5-103
	3-108(b)

	3-408 (f)
	3-408 (g)
	15-804 (d)
	16-119 (a)
	16-119 (b)
	16-119 (c)



indicated in the chart below:

 EXPAND

Minimum Fine
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00

\$150.00
\$150.00
\$150.00
\$150.00
\$150.00
\$150.00

Ticket Fine Schedule

Additional hearing fee can be added to
*10 days for discounted rate

Fine Class	Discounted
Parking (A)	\$35. 00
(B) 625ilcs/equipment traffic	\$50. 00
LA	\$100. 00
Minor Off	\$75. 00
Handicap (C)	\$350. 00
Seatbelt (D)	\$25. 00

Goes into collections 35 days after notice of violation liability let

FEE PAID ONLINE IS \$3.95

to any ticket

Original Fine	After 1st Hearing
\$75. 00	\$125. 00
\$75. 00	\$150. 00
\$150. 00	\$200. 00
\$100. 00	\$150. 00
\$350. 00	\$350. 00
\$25. 00	\$25. 00

letter (after final hearing date, a letter will be sent)

can pay PS CS not S online

After 2nd Hearing	Final Amount
\$ 250. 00	\$ 250. 00
\$ 250. 00	\$ 250. 00
Judgement	Judgement
Judgement	Judgement
\$ 350. 00	\$ 350. 00
\$ 25. 00	\$ 25. 00

Sec. 14-220
sec 1-108.1 minimum fines /Sec. 1-108.2
Sec. 1-108.2

For Office Use Only



MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: July 23, 2025

SUBJECT: Resolution Adopting a Paid Parental Leave Policy For Employees of the Village of Villa Park.

RECOMMENDED ACTION:

This Resolution adopts a Parental Leave Policy for the Employees of the Village of Villa Park. The corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village. Staff recommends approval.

BACKGROUND:

This Parental Leave Policy was discussed previously in a Committee of the Whole Meeting and as Unfinished Business. Changes have been made by the Village Attorney to increase the paid leave period to 8 weeks (as voted on at the June 23 Village Board meeting), to add a continuation of employment provision, and to adjust some language throughout. There is a redline version in the packet to show changes. It is in the best interest of the Village to move forward with the adoption of the policy.

DISCUSSION:

RESOLUTION NO.

**A RESOLUTION ADOPTING A PAID PARENTAL LEAVE POLICY
FOR EMPLOYEES OF THE VILLAGE OF VILLA PARK**

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "Village") is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village is empowered to create policies and procedures to provide for effective government within the Village; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is advisable, necessary and in the best interest of the Village to adopt a Paid Parental Leave Policy applicable to employees of the Village.

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1: The "Paid Parental Leave Policy" attached hereto as Exhibit A is hereby adopted and approved.

Section 2: This Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED this ____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this ____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Exhibit A

Paid Parental Leave Policy

(see attached)



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

Paid Parental Leave Policy

Effective January 1, 2025

Purpose/Objective

Flexibility and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The Village of Villa Park understands the need to give parents additional flexibility and time to bond with their new child and adjust to their new family situation. Therefore, effective January 1, 2025, the Village will provide up to (eight) weeks of paid parental leave to employees following the birth of an employee's children or the placement of children with an employee in connection with most adoptions ("Paid Parental Leave").

Eligibility

- All full-time and regular part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the qualifying event and who have completed twelve (12) months of service are eligible to receive Paid Parental Leave.

Amount, Time Frame and Duration of Paid Parental Leave

- An eligible employee will be entitled to take up to a total of 8 (eight) weeks of Paid Parental Leave to be used (consecutively or intermittently) within six (6) months of the following Qualified Events:
 - The birth and care of newborn children of the employee, including children born through gestational surrogacy.
 - The placement of children, younger than 18, with the employee for adoption. The adoption of a spouse's children is excluded from this policy.
- Paid Parental Leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.
- The Village uses a rolling twelve (12) month calendar to calculate an employee's eligibility for Paid Parental Leave, measured backward from the date of the Qualified Event.



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

- The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the 8 (eight) week total amount of Paid Parental Leave granted for that Qualified Event. In no case will an employee receive more than 8 (eight) weeks of Paid Parental Leave in a rolling 24-month period, regardless of whether more than one birth or adoption event occurs within that 24-month time frame.
- Each week of Paid Parental Leave is compensated at 100 percent of the employee's regular, straight-time pay rate. Paid Parental Leave will be paid on the Village's regularly scheduled pay dates.
- Approved Paid Parental Leave may be taken consecutively or intermittently at any time during the six (6)-month period immediately following the birth or adoption of a child. Paid Parental Leave may not be used or extended beyond this six (6)-month time frame.
- Any unused Paid Parental Leave will be forfeited at the end of the six (6) month time frame.
- Upon termination of the individual's employment at the Village, the employee will not be paid for any unused Paid Parental Leave for which they were eligible.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or adoption of a child, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. Employees will be required to exhaust all available paid time off, before going unpaid, during any leave of absence. Please refer to the Village's Family and Medical Leave Policy for further guidance on the FMLA.
- In the event of an employee who has given birth, Paid Parental Leave will run concurrently with short term disability, if the employee is eligible for short term disability benefits. Paid Parental Leave may be used during the initial unpaid waiting period for the commencement of the short-term disability leave; however, in no event may the use of short-term disability, or other paid leave benefits, be added as an extension to the allowed total leave time following for child bonding.



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- The Village will maintain all benefits for employees during the Paid Parental Leave period just as if they were taking any other paid leave such as paid vacation leave or paid sick leave.
- If a Village holiday occurs while the employee is on Paid Parental Leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total duration of the Paid Parental Leave entitlement.

Requests for Paid Parental Leave

- The employee will provide their supervisor and the human resource department with notice of the request for Paid Parental Leave at least 30 days prior to the proposed date of the leave (or if the date of the Qualified Event was not foreseeable, as soon as possible).
- The employee will meet with a human resources department staff member to review all required leave documentation and pay.
- The Village Manager has the exclusive right to interpret this policy and the corporate authorities of the Village may rescind or amend this policy at any time.

Continuation of Employment

- The Village's provision of Paid Parental Leave is an investment in its employees for the purpose of retaining their employment with the Village.
- If an employee who has taken Paid Parental Leave voluntarily terminates employment within eighteen (18) months of a Qualifying Event, the employee shall be required to reimburse the Village for any amount of salary earned during the employee's Paid Parental Leave period, excepting the employee's salary earned during the first week of the Paid Parental Leave period.
- Employees receiving Paid Parental Leave shall be required to acknowledge and agree to this Continuation of Employment requirement in writing before any Paid Parental Leave can be used. This agreement shall include a schedule of reimbursement not to exceed six (6) months.



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696

Paid Parental Leave Policy

Effective January 1, 2025

Purpose/Objective

Flexibility and family-friendly policies are essential to cultivating an atmosphere where employees can thrive professionally without sacrificing essential family obligations. The Village of Villa Park understands the need to give parents additional flexibility and time to bond with their new child and adjust to their new family situation. Therefore, ~~beginning effective~~ January 1st, 2025, the Village will provide up to ~~6~~ (sixeight) weeks of paid parental leave to employees following the birth of an employee's child~~ren~~ or the placement of ~~a~~-child~~ren~~ with an employee in connection with ~~most~~ adoptions ("Paid Parental Leave").

Eligibility

- All full-time and regular part-time employees who have worked at least 1,250 hours during the twelve (12) months preceding the qualifying event and who have completed twelve (12) months of service are eligible to receive Paid Parental Leave.

Amount, Time Frame and Duration of Paid Parental Leave

- An eligible employee will be entitled to take up to a total of ~~86~~ (sixeight) ~~work~~-weeks of Paid Parental Leave to be used (consecutively or intermittently) within six (6) months of the following ~~the event of one or more of the following~~ Qualified Events:
 - The birth and care of ~~the~~-newborn child~~ren~~ of the employee, including ~~a~~-child~~ren~~ born through gestational surrogacy.
 - The placement of ~~a~~-child~~ren~~, younger than 18, with the employee for adoption. The adoption of a ~~new~~-spouse's child~~ren~~ is excluded from this policy.
- Paid Parental Leave will run concurrently with Family and Medical Leave Act (FMLA) leave, as applicable.
- The Village uses a rolling twelve (12) month calendar to calculate an employee's eligibility for Paid Parental Leave, measured backward from the date of ~~the~~ q~~Q~~ualified Event.



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- The fact that a multiple birth or adoption occurs (e.g., the birth of twins or adoption of siblings) does not increase the ~~6-8~~ (eightsix) week total amount of Paid Parental Leave granted for that Qualified eEvent. In no case will an employee receive more than ~~68~~ (eightsix) weeks of Paid Parental Leave in a rolling 24-month period, regardless of whether more than one birth or adoption event occurs within that 24-month time frame.
- Each week of Paid Parental Leave is compensated at 100 percent of the employee's regular, straight-time pay rate. Paid Parental Leave will be paid on the Village's regularly scheduled pay dates.
- Approved Paid Parental Leave may be taken consecutively or intermittently at any time during the six (6)-month period immediately following the birth or adoption of a child. Paid Parental Leave may not be used or extended beyond this six (6)-month time frame.
- Any unused Paid Parental Leave will be forfeited at the end of the six (6) month time frame.
- Upon termination of the individual's employment at the Village, the employee will not be paid for any unused Paid Parental Leave for which they were eligible.

Coordination with Other Policies

- Paid Parental Leave taken under this policy will run concurrently with leave under the FMLA; thus, any leave taken under this policy that falls under the definition of circumstances qualifying for leave due to the birth or adoption of a child, the leave will be counted toward the 12 weeks of available FMLA leave per a 12-month period. All other requirements and provisions under the FMLA will apply. Employees will be required to exhaust all available paid time off, before going unpaid, during any leave of absence. Please refer to the Village's Family and Medical Leave Policy for further guidance on the FMLA.
- In the event of an employee who has given birth, Paid Parental Leave will run concurrently with short term disability, if the employee is eligible for short term disability benefits. Paid Parental Leave may be used during the initial unpaid waiting period for the commencement of the short-term disability leave; however, in no event may the use of short-term disability, or other paid leave benefits, be added as an extension to the allowed total leave time following for child bonding.



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- If a Village holiday occurs while the employee is on Paid Parental Leave, such day will be charged to holiday pay; however, such holiday pay will not extend the total duration of the Paid Parental Leave entitlement.

Requests for Paid Parental Leave

- The employee will provide their supervisor and the human resource department with notice of the request for Paid Parental Leave at least 30 days prior to the proposed date of the leave (or if the ~~leave~~ date of the Qualified Event was not foreseeable, as soon as possible).
- The employee will meet with a human resources department staff member to review all required leave documentation and pay.
- The Village Manager has the exclusive right to interpret this policy and the corporate authorities of the Village may rescind or amend this policy at any time.

Continuation of Employment

- The Village's provision of Paid Parental Leave is an investment in its employees for the purpose of retaining their employment with the Village.
- If an employee who has taken Paid Parental Leave voluntarily terminates employment within eighteen (18) months of a Qualifying Event, the employee shall be required to reimburse the Village for any amount of salary earned during the employee's Paid Parental Leave period, excepting the employee's salary earned during the first week of the Paid Parental Leave period.
- Employees receiving Paid Parental Leave shall be required to acknowledge and agree to this Continuation of Employment requirement in writing before any Paid Parental Leave can be used. This agreement shall include a schedule of reimbursement not to exceed six (6) months.



Village of Villa Park

20 South Ardmore Avenue, Villa Park, Illinois 60181-2696



MEMORANDUM

TO: Village Board of Trustees

FROM: Brian Roche, Buildings and Grounds Superintendent

DATE: July 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract to Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

RECOMMENDED ACTION:

This resolution authorizes the Village Manager to execute a contract with Husar Abatement, LTD., of Franklin Park, Illinois, in the amount of \$86,000 for the Asbestos Abatement Project at the Iowa Community Center Temporary Fire Station Project.

BACKGROUND:

To prepare the facility at 338 N. Iowa Avenue (Iowa Community Center) for use as a temporary fire station, all hazardous materials must be removed prior to the start of construction. Material sampling and testing conducted by Midwest Environmental Consulting Services, Inc. identified asbestos-containing materials throughout the building, including in flooring, mastics, epoxies, pipe fittings, and insulation, all of which require proper abatement.

Midwest Environmental Consulting Services, Inc. worked with Village staff to prepare the project specifications and facilitate the public bidding process. The project was advertised on June 8, 2025, with a mandatory pre-bid meeting held at the Iowa Community Center on June 13, 2025. Sealed bids were accepted until 11:30 a.m. on June 27, 2025, at which time they were publicly opened and read aloud. A total of seven bids were received, summarized below:

<u>Company</u>	<u>Base Bid</u>
Husar Abatement, LTD.	\$86,000.00
Kinsale Contracting Group	\$120,000.00
Nationwide Environmental	\$131,000.00
Valor Technologies	\$145,000.00
Colfax Corporation	\$202,000.00
M&O Environmental	\$244,000.00
The Brock Group	\$275,000.00

DISCUSSION:

Following review of all bids, Midwest Environmental Consulting Services, Inc. confirmed that Husar Abatement, LTD. understands the full scope of the project and has submitted all required documentation. Based on this review, Husar Abatement, LTD. has been determined to be the lowest responsible bidder. Staff recommends approval of this resolution to award the contract to Husar Abatement, LTD. for the asbestos abatement work. Funding for this project is available in the Capital Outlay, Account No. 11-202-540102.

A copy of the final inspection report from Midwest Environmental Consulting Service, plans and specifications are available at the Village Manager's office for inspection and will be incorporated into the final contract.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A CONTRACT WITH HUSAR ABATEMENT, LTD, OF
FRANKLIN PARK, ILLINOIS, FOR THE ASBESTOS ABATEMENT OF THE
FORMER IOWA COMMUNITY CENTER IN AN AMOUNT OF \$86,000.00**

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for a project commonly known as Asbestos Abatement of the Former Iowa Community Center (“Project”), which Project includes the removal of asbestos in the east half of the building and removal of all ACM flooring and thermal systems; and

WHEREAS, a bid packet was made available to all prospective bidders that included the invitation to bid, general instructions and provisions, bid and proposal form, bid packages and scopes of work, construction schedule and site logistics plan, and sample contract (“Bid Documents”) that set forth the Project and contractor requirements; and

WHEREAS, the Village received and evaluated bids from nine (9) potential contractors for the Project; and

WHEREAS, the Village’s Public Works Department staff reviewed the bids and has determined that Husar Abatement, LTD, of Franklin Park, Illinois (“Husar Abatement”), is the lowest responsible and qualified bidder for the Project, and has determined that Husar Abatement has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Husar Abatement, having submitted a bid in the amount of Eighty Six Thousand and 01/100 Dollars (\$86,000.00), is the lowest Asbestos Abatement for the former Iowa Community Center.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Resolution No. _____

Section 1: Incorporation of Preambles. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find that the bid proposed by Husar Abatement, LTD, of Franklin Park, Illinois, is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 3: Contract Award. Husar Abatement, LTD, of Franklin Park, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village Manager is hereby authorized to execute a Notice of Award. The Notice of Award shall be issued Husar Abatement, LTD, of Franklin Park, Illinois, the lowest responsible and qualified bidder, for the Project, in the amount of Eighty Six Thousand and 01/100 Dollars (\$86,000.00).

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "A," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Husar Abatement, LTD, returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime

Resolution No. _____

work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Invalidity. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 8: Repealer. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 9: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

Exhibit “A”

Contract

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
HASUR ABATEMENT, LTD
FOR THE ASBESTOS ABATEMENT FOR THE FORMER IOWA
COMMUNITY CENTER PROJECT

THIS AGREEMENT is made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and HASUR ABATEMENT, LTD. of Franklin Park, Illinois, hereinafter referred to as the “CONTRACTOR,” to provide labor and materials to abate all the hazardous materials at the former Iowa Community Center including flooring, mastics, epoxies, pipe fittings and insulation (the “Project”).

1. The WORK provided by the CONTRACTOR shall include all materials, equipment and labor necessary to complete the Project. The scope of work shall include:

1. Removal and abatement of materials identified by Midwest Environmental Consulting Services, Inc. as asbestos-containing materials throughout the building, including in flooring, mastics, epoxies, pipe fittings, and insulation, all of which require proper abatement.

and as set forth in the Husar Abatement. LTD Bid Number for the Asbestos Abatement Project of the Former Iowa Community Center, dated June 27, 2025, attached hereto and incorporated herein as Exhibit “A”.

2. The CONTRACTOR shall provide all labor, equipment, machinery, tools, supervision and insurance necessary to complete the WORK.

3. The CONTRACTOR shall commence the WORK under this AGREEMENT after the issuance of a notice to proceed by the Village. The Contractor shall complete the Project by August 15, 2025.

4. The VILLAGE, for and in consideration of the completion of the WORK enumerated herein, shall pay the CONTRACTOR the amount of Eighty-Six Thousand and 00/100 Dollars (\$86,000.00). Payments shall be made to the CONTRACTOR in the following manner:

- A. Payments for completion of the WORK shall be due and payable to the CONTRACTOR within thirty (30) days of receipt of an invoice from the CONTRACTOR and the approval thereof by the VILLAGE.
- B. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. The CONTRACTOR shall familiarize itself with all local conditions affecting the WORK. During the progress of the WORK, if latent physical conditions are encountered at the site of the WORK differing materially from those indicated in the AGREEMENT, or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the WORK provided for in the AGREEMENT are encountered at the site, the CONTRACTOR shall promptly notify the Village Manager in writing of the specific differing conditions before they are disturbed and before the affected work is performed.

Upon written notification, the Village Manager will investigate the conditions, and if he determines the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any WORK under the AGREEMENT, an adjustment, excluding loss of anticipated profits, will be made and the AGREEMENT modified in writing accordingly. The Village Manager will notify the CONTRACTOR of his determination whether or not an adjustment of the AGREEMENT is warranted. No adjustment which results in a benefit to the CONTRACTOR will be allowed unless the CONTRACTOR has provided the required written notice. No adjustment will be allowed for any effects caused on unchanged work.

6. The CONTRACTOR will perform the WORK under this AGREEMENT in accordance with generally accepted and currently recognized practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area.

7. The CONTRACTOR shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the WORK hereunder by the CONTRACTOR, its agents, representatives, employees, or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

B. Minimum Limits of Insurance

The CONTRACTOR shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance of \$1,000,000 and Employers' Liability limits of \$1,000,000 per accident.
- (5) Umbrella Liability: \$10,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$10,000,000 per person, per aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

- (1) **General Liability and Automobile Liability Coverages**
 - (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; or automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection

afforded to the VILLAGE, its officials, employees, and volunteers.

- (b) The CONTRACTOR'S insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The CONTRACTOR'S insurance shall contain a severability of interests' clause or language stating that the CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (e) If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the CONTRACTOR shall be required to name the VILLAGE, its officials, agents, employees and volunteers as additional insureds.
- (f) All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

E. Worker's Compensation and Employers' Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the VILLAGE its officials, agents, employees and volunteers for losses arising from work performed by CONTRACTOR.

F. Verification of Coverage:

The CONTRACTOR shall furnish the VILLAGE with certificates of insurance naming the VILLAGE, its officials, agents, employees and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that

insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the VILLAGE and are to be received and approved by the member before any WORK commences. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement, such as ISO Additional Insured Endorsements CG 2010 or CG 2026. The VILLAGE reserves the right to request full certified copies of the insurance policies and endorsements.

G. Subcontractors:

The CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

H. Assumption of Liability:

The CONTRACTOR assumes liability for all injury to or death of any person or persons including employees of the CONTRACTOR, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to this AGREEMENT.

8. To the fullest extent permitted by law, the CONTRACTOR shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the CONTRACTOR arising or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, its officials, agents, employees and volunteers, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the VILLAGE, its officials, agents, employees and volunteers, due to the negligent or willful act or omission of the CONTRACTOR arising from or in consequence of the performance of the WORK by the CONTRACTOR. The CONTRACTOR shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connection therewith; and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONTRACTOR shall, at its own expense, satisfy and discharge the same. Notwithstanding any of the foregoing, nothing contained in this paragraph shall require the CONTRACTOR to indemnify the VILLAGE, its officials, agents, employees and volunteers, for their own negligent acts or omissions. The VILLAGE'S participation in its defense shall not remove the CONTRACTOR'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

9. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONTRACTOR, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

10. Before leaving the work area, all areas disturbed or occupied by the CONTRACTOR in connection with the WORK shall be cleaned.

11. It is the responsibility of the CONTRACTOR to familiarize itself and comply with the contents of the OSHA, codes and ordinances adopted by and in effect by Federal, State, County, the VILLAGE, and any other governmental agencies at any level having jurisdiction over this area and this type of work. All licenses, permits, approvals, etc., required by law or ordinarily secured under recognized good practice shall be secured by the CONTRACTOR. Any additional costs resulting from compliance with these codes and ordinances shall be considered incidental to and part of this AGREEMENT. The CONTRACTOR shall represent and warrant that it and all of its subcontractors will comply with all applicable local, state and federal laws and requirements concerning equal opportunities, including but not limited to the Illinois Human Rights Act. The CONTRACTOR shall be responsible for resolving any conflicts with employees that arise from the enforcement of these laws.

12. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or contracting time schedule adjustments, and the CONTRACTOR and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes. The VILLAGE will not accept any change orders based on the Contractor's failure to recognize unique reconditions.

13. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the CONTRACTOR. No part of the WORK herein specified shall be assigned without the written consent of the VILLAGE, and in no case shall such consent relieve the CONTRACTOR or its surety from the obligations herein entered into by the same, or change the terms of this AGREEMENT.

14. The CONTRACTOR is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The CONTRACTOR shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR.

15. Written notices between the VILLAGE and the CONTRACTOR shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

A. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Mr. Michael Rivas, Village Manager

If to the CONTRACTOR:

Husar Abatement LTD.
10215 Franklin Avenue
Franklin Park, IL 60131
Attn: Janina Stogowska, President

- B.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be sent only to the addresses described in this paragraph.

16. The VILLAGE shall have the right to terminate this AGREEMENT at any time upon ten (10) days written notice to the CONTRACTOR.

17. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the CONTRACTOR.

18. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

19. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT, and shall not be construed to be a waiver of any provision, except for the particular instance.

20. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this AGREEMENT shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

21. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

22. All wages paid by the CONTRACTOR shall be in compliance with the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The prevailing wage rates for DuPage County posted on May 19, 2025, as attached hereto as Exhibit “B” and made a part hereof. If the Illinois Department of Labor revises the wage rates, the revised rate shall apply to this AGREEMENT and the CONTRACTOR will not be allowed additional compensation on account of said revisions. The CONTRACTOR shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. No additional notice of a change in wage rates is required. The CONTRACTOR shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.

The CONTRACTOR and each subcontractor shall make and keep, for a period of not less than five (5) years, records of all laborers, mechanics and other workers employed by them on the project; the records shall include each worker’s name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each period, the number of hours worked each day and the starting and ending times of work each day.

The CONTRACTOR and each subcontractor shall submit, no later than the 15th day of each calendar month, a certified payroll for the immediately preceding month to the Illinois Department of Labor. The Illinois Department of Labor maintains a Certified Transcript of Payroll portal for this purpose.

Upon two business days’ notice, the contractor and each subcontractor shall make available for inspection the records to the public body in charge of the project, its officers and agents, and to the Director of Labor and his/her deputies and agents at all reasonable hours at a location within this state. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Village or the Department of Labor.

23. The CONTRACTOR shall furnish a performance and payment bond with a good and sufficient surety in the amounts of Fifty-Five Thousand Two Hundred and 00/100 Dollars (\$55,200.00) as the penal sum. The surety shall be acceptable to the VILLAGE, shall waive notice of any changes and extensions of time, and shall submit said bonds in substantially the same form attached hereto marked as Exhibit “C” and made a part hereof.

24. The CONTRACTOR represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONTRACTOR further represents and warrants to the VILLAGE that the CONTRACTOR and its principals, shareholders, members, partners, or affiliates, as

applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONTRACTOR hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

25. The CONTRACTOR warrants that he has not employed or retained any company or person, other than an employee working solely for the CONTRACTOR, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

26. The CONTRACTOR will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

27. It is agreed among the parties that the assurances contained in the executed Contractor Certifications, which is attached hereto and marked as Exhibit "D" are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR.

28. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

29. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2025.

VILLAGE OF VILLA PARK

20 S. Ardmore Avenue
Villa Park, Illinois 60181

By _____
Kevin Patrick, Village President

ATTEST

By _____
Rolf Laukant, Village Clerk

Executed by the CONTRACTOR, this ____ day of _____, 2025.

Husar Abatement, LTD
10215 Franklin Ave
Franklin Park, IL 60131

By _____

EXHIBIT “A”
Husar Abatement LTD, Bid
for the Asbestos Abatement for Former Iowa Center, dated June 27, 2025

EXHIBIT “B”
DuPage County Prevailing Wage Rates Posted on 5/19/2025

DuPage County Prevailing Wage Rates posted on 5/19/2025

Trade Title	Rg	Type	C	Base	Foreman	Overtime				H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
						M-F	Sa	Su	Hol							
ASBESTOS ABT-GEN	AII	ALL		50.15	51.15	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	AII	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	AII	BLD		58.91	64.21	2.0	2.0	2.0	2.0	7.07	27.02	0.00	3.69	2.31	0.00	39.30
BRICK MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
CEMENT MASON	AII	ALL		52.00	54.00	2.0	1.5	2.0	2.0	17.81	23.00	0.00	1.15		2.00	4.00
CERAMIC TILE FINISHER	AII	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	AII	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	AII	BLD		39.35	42.15	1.5	1.5	2.0	2.0	14.65	24.59	3.20	0.83	0.00	14.32	28.62
ELECTRIC PWR EQMT OP	AII	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	AII	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	AII	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	AII	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	AII	BLD		47.16	51.41	1.5	1.5	2.0	2.0	14.65	28.19	7.36	1.20		18.39	36.76
ELEVATOR CONSTRUCTOR	AII	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	NE	ALL		51.00	53.00	1.5	1.5	2.0	2.0	13.74	18.32	0.00	0.75		0.00	0.00
GLAZIER	AII	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	AII	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
LABORER	AII	ALL		50.15	50.90	1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
LATHER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
MACHINIST	AII	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	AII	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	AII	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45
MATERIAL TESTER I	AII	ALL		40.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00
MATERIALS TESTER II	AII	ALL		45.15		1.5	1.5	2.0	2.0	17.71	16.92	0.00	0.91		0.00	0.00

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MILLWRIGHT	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	AII	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	AII	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	AII	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	AII	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIIVER	AII	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.26	2.15	0.93	0.00	0.00	0.00
PIPEFITTER	AII	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	AII	BLD		52.00	55.12	1.5	1.5	2.0	2.0	12.70	24.23	0.00	1.18	0.00	4.22	8.43
PLUMBER	AII	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	AII	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	AII	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	AII	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STEEL ERECTOR	AII	ALL		59.26	62.76	2.0	2.0	2.0	2.0	18.30	26.31	0.00	0.49	0.00	0.00	0.00
STONE MASON	AII	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
SURVEY WORKER	AII	BLD		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00

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SURVEY WORKER	All	HWY		56.50	57.50	1.5	1.5	2.0	2.0	17.75	14.15	0.00	1.49		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	All	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region

Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers

C Class

Base Base Wage Rate

OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OT Sa Overtime pay required for every hour worked on Saturdays

OT Su Overtime pay required for every hour worked on Sundays

OT Hol Overtime pay required for every hour worked on Holidays

H/W Health/Welfare benefit

Vac Vacation

Trng Training

Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations DUPAGE COUNTY

IRON WORKERS AND FENCE ERECTOR (WEST) - West of Route 53.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

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ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Low voltage installation, maintenance and removal of telecommunication facilities (voice, sound, data and video) including telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated system digital network),

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pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble, holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

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Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines; ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc,

DuPage County Prevailing Wage Rates posted on 5/19/2025

Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEER - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnpulls or Turntrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turntrailers or turnpulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master

DuPage County Prevailing Wage Rates posted on 5/19/2025

Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

EXHIBIT “C”
Performance and Payment Bond With a Sufficient Surety in the Amounts of Eighty-Six Thousand and 00/100 Dollars (\$86,000.00) as the Penal Sum (BLR 12321)

EXHIBIT “D”
CONTRACTOR CERTIFICATIONS

The following certifications of the CONTRACTOR are each a material representation of fact upon which reliance is placed by the VILLAGE in entering into this AGREEMENT with the CONTRACTOR:

1. The CONTRACTOR certifies that the CONTRACTOR, its shareholders holding more than five percent (5%) of the outstanding shares of the CONTRACTOR, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the CONTRACTOR shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right’s Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which

employees are hired in such a way that minorities and women are not underutilized.

- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the CONTRACTOR'S obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the CONTRACTOR in its efforts to comply with such Act and Rules and Regulations, the CONTRACTOR will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots,

drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) CONTRACTOR (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that CONTRACTOR will retain such certifications in its files.
 - (9) In the event of the CONTRACTOR'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONTRACTOR may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
 - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the CONTRACTOR may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
 - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

 - (1) Publishing a statement:

- (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the CONTRACTOR'S workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the CONTRACTOR'S policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
- (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
- (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation

program by any employee who is so convicted, as required by 30 ILCS 580/5.

- (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
- (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
- j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the CONTRACTOR.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the CONTRACTOR acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the CONTRACTOR shall review its records and promptly produce to the VILLAGE any records in the CONTRACTOR'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to

the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the CONTRACTOR shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the CONTRACTOR, this ____ day of _____, 2025.

HASUR ABATEMENT, LTD.
10215 Franklin Ave.
Franklin Park, Illinois 60131

By _____
Title: _____

Midwest Environmental Consulting Services

June 27, 2025

Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

Attention: Brian Roche, Superintendent of Parks, Buildings & Grounds

Subject: **Asbestos Bid Review for Village of Villa Park**
Project Location: Former Iowa Center
Address: 338 N. Iowa Avenue
Villa Park, IL 60181
MEC Project #: 25-02-0208 PD

Dear Mr. Roche

On Friday, June 27, 2025, Midwest Environmental Consulting Services, Inc. was present for the public bid opening for the asbestos abatement project at Village of Villa Park, 320 E. Wildwood Avenue, Villa Park, IL 60181. A summary of the bids are as follows:

Company	Base Bid
Husar Abatement, LTD.	\$86,000.00
Kinsale Contracting Group	\$120,000.00
Nationwide Environmental	\$131,000.00
Valor Technologies	\$145,000.00
Colfax Corporation	\$202,000.00
M&O Environmental	\$244,000.00
The Brock Group	\$275,000.00
EHC Industries	No Bid
Bluestone Midwest	No Bid

Based on my discussion with Husar Abatement, LTD., they expressed that they understand the project and the entire scope of the work. All information requested by the bid document was supplied. After our review of all the information, Husar Abatement, LTD. has submitted the lowest responsible bid for the Village of Villa Park.



If you have any questions, please feel free to contact the undersigned at 630-553-3989.

Best Regards,
Midwest Environmental Consulting Services, Inc.

Robert Mellecker

Robert Mellecker
Vice President

Midwest Environmental Consulting Services

March 18, 2025

Budget# 25030351

Village of Villa Park
20 Ardmore Avenue
Villa Park, IL 60182

Attention: Brian Roche, Superintendent of Parks, Buildings & Grounds

Subject: **Asbestos Abatement Cost Estimates**
Project Location: Former Iowa Center
Project Address: 338 N. Iowa Avenue, Villa Park, IL 60181
MEC Project # 25-02-0208 INSP

Dear Mr. Roche:

Below please find asbestos abatement budgets for the above project.

Base Bid – 12" x 12" floor tile and mastic – beige with brown accent tiles, 12" x 12" floor tile and mastic – tan with brown streaks, 9" x 9" floor tile in mastic Dash tan with brown accent tiles, 9" x 9" floor tile and mastic – black, 12" x 12" floor tile and mastic – light gray with gray specs, 12" x 12" floor tile and mastic – white with tan specs, 9" x 9" floor tile and mastic Haven tan, 9" x 9" floor tile in mastic – gray, residual, black, mastic, epoxy – gray, cementitious fittings, thermal insulation, flat roof membrane, boiler gaskets

EPA 10 day Notification:	Yes
Project Duration:	12 – 15 shifts
Full Containment	Yes
Clearance Air Monitoring	Yes
Licensed Contractor Required	Yes
Project Design and Bidding:	\$ 3,500.00
Project Management and Air Quality Testing:	\$ 19,500.00 – \$ 23,000.00
Contractor Fee:	\$ 130,000.00 – \$ 140,000.00
Total estimated cost:	\$ 153,000.00 - \$ 166,500.00

Note: Inspection cost is not included in the budget currently and roofing is currently assumed until roof sampling and patching can be performed.

If you have any questions, please feel free to contact me at my office or on my cell phone.

Sincerely,

Robert Mellecker

Robert Mellecker
Sr. Client Advisor

**Corporate
Headquarters**
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680





MEMORANDUM

TO: Village Board of Trustees

FROM: Brian Roche, Buildings and Grounds Superintendent

DATE: July 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Midwest Environmental Consulting Services, Yorkville, Illinois for Project Management and Air Quality Monitoring for the Iowa Community Center Abatement Project in the amount of \$23,000.00

RECOMMENDED ACTION:

This resolution authorizes the Village Manager to execute a contract with Midwest Environmental Consulting Services, of Chicago, Illinois, in the amount of \$23,000 for the Asbestos Project Management and Air Quality Testing at the Iowa Community Center Temporary Fire Station Project.

BACKGROUND:

To prepare the facility located at 338 N. Iowa Avenue (Iowa Community Center) for use as a temporary fire station, all hazardous materials must be removed prior to the start of construction. As part of this process, Midwest Environmental Consulting Services, Inc. conducted comprehensive material sampling and testing, which identified asbestos-containing materials throughout the facility, including in flooring, mastics, epoxies, pipe fittings, and insulation.

Midwest Environmental Consulting Services, Inc. has been engaged with the Village throughout the planning and development of the abatement project. Their longstanding relationship with the Village, deep familiarity with the facility, and proven expertise make them well-suited to provide continued oversight and air quality monitoring for the duration of the abatement process.

DISCUSSION:

Staff recommends approval of this resolution to award a contract to Midwest Environmental Consulting Services, Inc. for asbestos project management and air quality testing in an amount not to exceed \$23,000. Funding for this project is available in the Capital Outlay, Account No. 11-202-540102.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Midwest Environmental Consulting Services, of Yorkville, Illinois, for Phase III Construction Engineering Services for Project Management and Air Quality Monitoring for the Former Iowa Center in an Amount Not to Exceed \$23,000.00

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village staff has recommended Midwest Environmental Consulting Services, of Yorkville, Illinois, to perform Phase III Construction Engineering Services of the Asbestos Abatement of the Former Iowa Center in the form of project management and air quality testing in an amount not to exceed \$23,000.00; and

WHEREAS, Midwest Environmental Consulting Services. has submitted a proposal to conduct professional construction engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"); and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed the Services Agreement, and believe it is in the best interests of the Village and its residents to enter into the Services Agreement attached hereto, in order to facilitate the Phase III Construction Engineering Services of the Asbestos Abatement of the Former Iowa Center.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Midwest Environmental Consulting Services, an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement. The officials, officers, employees, and agents of the Village are authorized to take such actions as may be necessary to carry out the purpose and intent of this Resolution.

Section 3: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 4: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Resolution No. _____

Passed this 14 day of July, 2025, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 14 day of July, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

Exhibit A

Services Agreement

(see attached)

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
MIDWEST ENVIROMENTAL CONSULTING SERVICES.,
for the furnishing of
PROFESSIONAL ENGINEERING SERVICES
for the
ASBESTOS ABATEMENT OF THE FORMER IOWA COMMUNTIY CENTER

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and MIDWEST ENVIRONMENTAL CONSULTING SERVICES, hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional construction engineering services for the Asbestos Abatement of the former Iowa Community Center, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated June 9, 2025, entitled “Proposal for Asbestos Project Management and Air Quality Testing for the Former Iowa Center”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have

control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.

- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

VILLAGE, its officials, agents, employees, and volunteers.

- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of

attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

7. The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the

costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of construction engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the

VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Twenty Three Thousand and 00/100 (\$23,000.00) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

MIDWEST ENVIROMENTAL CONSULTING SERVICES
2551 N. Bridge Street.
Yorkville, Illinois, 60560
Attn: Robert Mellecker, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis or race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the

contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;

- (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of July 2025.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____
Kevin Patrick, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2025.

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MIDWEST ENVIROMENTAL
CONSULTING SERVICES.

2551 N. Bridge Street
Yorkville, Illinois 60560

By: _____

Robert Mellecker, Its President

EXHIBIT A

Proposal Dated June 9, 2025

Asbestos Project Management and Air Quality Testing

Midwest Environmental Consulting Services

Monday, June 09, 2025

Proposal #25060663

Village of Villa Park
20 Ardmore Avenue
Villa Park, IL 60182

Attention: Brian Roche, Superintendent of Parks, Buildings & Grounds

Subject: **Proposal for Asbestos Project Management and Air Quality Testing**
Project Location: Former Iowa Center
Project Address: 338 N. Iowa Avenue
Villa Park, IL 60181
MEC Project # 25-02-0208 PD

Dear Mr. Roche,

Thank you for your continued interest in Midwest Environmental Consulting Services, Inc.
The proposal is as follows:

Item One -Asbestos Project Management and Air Quality Testing

- MEC's Project Manager / Air Sampling Professional (PM/ASP) will hold a pre-construction meeting prior to the contractor mobilizing to the project site. All interested parties will meet at the project site prior to mobilization and discuss issues regarding the asbestos abatement project.
- MEC PM/ASP will conduct background air monitoring prior to the contractor mobilization to the site.
- Progress air monitoring will be conducted daily for the duration of the abatement work.
- Air samples will be analyzed daily in order to detect any elevated fiber levels. If fiber levels are excessive, then the contractor will be notified and requested to adjust his removal procedures.
- Barriers will be checked continuously.
- Conduct clearance air monitoring in each area. Clearance standards will follow current criteria established by EPA for asbestos abatement. Clearance criteria shall be equal to or less than .01 f/per cc. All sample analysis will follow the NIOSH 7400 Method.
- The PM/ASP will maintain daily project logs of all observations made including a description of project activities, smoke testing of barriers, documentation of both post abatement visual inspection of the abatement area and a description of the procedures used during clearance air sampling.
- The PM/ASP will check daily the contractor workers submittals including license numbers, medicals, and fit test documentation.
- Disposal of waste will be documented.

**Corporate
Headquarters**
2551 N. Bridge Street
Yorkville, Illinois 60560
P: 630-553-3989

Chicago Office
954 W. Washington Blvd.
Suite 425
Chicago, Illinois 60607
P: 312-535-3228

Peoria Office
3100 N. Knoxville Ave.
Suite 204
Peoria, Illinois 61603
P: 309-621-4680



At the end of the project, MEC will provide a copy of the project log to the client. Included in the project log will be project design drawings showing the scope of work and the location of clearance air sampling completed by MEC's PM/ASP (if applicable). All submittals by the contractor which include worker submittals, medicals, fit test, all notifications which include local, state, and federal notifications, waste manifest, and the contractor's daily logs will be included in the log. MEC will provide copies of our daily logs and all air monitoring reports, which were completed during the project and final documentation on clearance sampling.

Item Two – Project Cost

Asbestos Project Management & Air Quality Testing:	\$23,000.00
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This project scope of work includes up to fifteen (15) shifts of asbestos project management and air quality testing.

No weekend or overtime work is factored into this cost. The owner will be billed for any additional overtime and or weekend work required to complete the work. If the scope of work changes due to others, Midwest Environmental Consulting Services, Inc. reserves the right to adjust our pricing accordingly. No holiday or weekend work is accounted for in the cost of this proposal. If weekend work is required, the following will apply. Saturdays will be billed at time and one-half the regular rate. A minimum charge of eight (8) hours will apply. Sundays or holidays will be billed at two times our daily rate. The owner will be billed for an entire shift if needed. Additional staff requirements, if required, will be billed on a time and material basis.

Midwest Environmental Consulting Services, Inc., will provide an electronic copy of the final report. No hard copies of the report will be provided unless requested by the Client.

If you have any additional questions, please feel free to contact me at 630-553-3989.

Best Regards,
Midwest Environmental Consulting Services, Inc.

Robert Mellecker

Robert Mellecker
Vice President

By executing below, Client accepts and agrees to the attached terms and conditions.

Name of Organization

Date _____

Signature of Authorized Person and Title

P.O. Number

Printed Name and Title

#25060663

Proposal Number

PROFESSIONAL SERVICES AGREEMENT

In consideration of the mutual covenants and agreements set forth in the Agreement, Midwest Environmental Consulting Services, Inc., and Client agree as follows:

1. **SERVICES.** Midwest Environmental Consulting Services, Inc. agrees to perform the professional engineering, consulting, training, and other services described in Proposal No: 25060663, the Proposal, and all modifications and amendments thereto, including any special qualifications, conditions, limitations, are incorporated into this Agreement by reference and are subject to the terms of this Agreement. This Agreement and the Proposal may be modified only in writing signed by Midwest and the Client.
2. **FEES FOR SERVICES.** Client shall pay Midwest for services the full amount of the single quoted in the Proposal. Any price designated in the Proposal as an estimate shall not constitute a quotation of a single price but shall be for estimated or budgeting purposes only. In the event the Proposal quotes a price on a time and material basis rather than on a single price basis, Client shall pay Midwest for services in accordance with the provisions of the Standard Rate Schedule attached to the Proposal and made part of this agreement.

Payment is due within thirty (30) days of invoice by Midwest to Client. Midwest will submit invoices to Client upon completion of services, or upon completion of discreet phases of the project services of the Proposal identifies such phases. A late service charge of 12% per month, or the highest rate allowed by applicable law, whichever is lower, will be added to all amounts outstanding more than thirty (30) days after invoice. Client agrees to pay all applicable taxes.

3. **PROFESSIONAL STANDARDS AND WARRANTY.** Midwest will exercise reasonable skill and judgment and will perform its services until this Agreement in accordance with generally prevailing professional standards existing in the locale and at the time where and when the services were performed. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED.
4. **CONFIDENTIALITY.** Midwest and Client shall retain as confidential all information and data provided to it by the other party to this Agreement which: (i) relate to technologies, formulae, procedures, processes, methods, trade secrets, ideas, improvements, computer programs, and similar information; or (ii) are designated in writing as confidential at the time of provision to the party. Confidential information shall not be disclosed to any third party, unless required by law or authorized in writing by the Client.

Provided, however, that nothing herein shall be interpreted as preventing either party from disclosing and/or using such confidential information or data: (i) when the information or data are actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when information or data are generally available to the public without the receiving party's fault at any time before or after it is acquired by the transmitting party; or (iii) when the information or data are obtained or acquired in good faith at any time by the receiving party from a third party who has the same good faith and who is not under any obligation to the transmitting party with respect thereto, or (iv) where a written release is obtained by the receiving party from the transmitting party.

5. **RECOGNITION OF RISK.** Client recognizes, and Midwest's performance under this Agreement is subjected to, the following risks: (i) it is not possible with a limited sampling program absolutely to prove the absence of hazardous or solid waste materials at the site where the work described in the Proposal will be performed; (ii) investigations by Midwest at the site may disclose the presence of hazardous or solid waste materials or other contaminants, and the sole responsibility for reporting the presence of such materials to appropriate federal, state and local regulatory authorities shall remain the Client's (iii) environmental, geological, geotechnical, groundwater and other characteristics at the site can change over time, and data regarding such characteristics can vary from time to time, and from place to place at the site; (iv) commonly used exploration and investigation methods, including drilling, boring, and the excavation of trenches, involve an inherent risk of contamination of previously uncontaminated soils or water by contaminants already on the site; (v) certain governmental regulations relating to hazardous waste sites purport to require achievement of results which cannot be accomplished in an absolute sense (e.g. the construction of entirely impermeable liners). It may not be possible to achieve an absolute cleanup of the site including absolute elimination of contaminants; (vi) the state of the art with respect to investigation of subsurface conditions, environmental cleanup techniques, the long-term effect of chemicals and treatment methods on soils, the availability and performance of manufacturing equipment, and the availability and suitability of lubricating and other fluids is changing, and any improvement in the state of the art with respect to those subjects or others shall not be deemed to be evidence that Midwest has failed to perform its services under this Agreement in accordance with generally prevailing professional standards; and (vii) government regulations with respect to environmental contamination, cleanup, education and/or training may change over time.
6. **CLIENT OBLIGATIONS.** Client shall furnish or make available to Midwest such documents and information regarding conditions at the site where the services described in the Proposal are to be performed by Midwest as Midwest may require, including without limitation, all information available to Client with respect to any hazardous or solid wastes, substances, contaminants, pollutants, underground obstruction, utilities, underground piping, site history, utility lines and manufacturing specifications, requirements and processes. Midwest is entitled to rely upon information supplied by the Client, or Client's engineers or consultants, without independent verification by Midwest.

Client shall provide for Midwest's right to enter the project site and/or adjacent properties as necessary for Midwest to complete its responsibilities under this Agreement. Client shall procure all necessary entry permits and shall hold harmless

and indemnify Midwest for claims of trespass or property damage required in providing the services described in this Proposal, except where Midwest is negligent or has violated the Client's specific written instructions.

Client shall be responsible for repairs to all roadways, paved areas and right-of-way resulting from Midwest's performance of services under this Agreement.

Client shall provide access and workspace at the site for Midwest and any subcontractor performing services under this Agreement.

Client shall ensure the timely cooperation of Client's employees as reasonably requested by Midwest in the performance of services under this Agreement.

7. **DOCUMENTS AND USE OF INFORMATION.** All documents furnished by the Client to Midwest shall, at the Client's written request, be returned to Client upon completion of the services of this Agreement, provided Midwest may retain one copy of all such documents for its files. Final reports, including drawings, plans and specifications prepared by Midwest for the Client shall be the sole property of the Client upon full payment by Client due under this Agreement. Midwest shall retain possession and ownership of all calculations, internal memoranda, and other work papers relief upon by Midwest to prepare such final reports, and Midwest may retain copies of such final reports.

Client may use any final reports of findings, plan designs, engineering work, and any educational training materials, as Client wishes; however, Client shall indemnify and hold harmless Midwest from and against any and all claims, damages, losses and expenses arising out of the use by Client of such reports and materials other than in connections with completion by Midwest of the work described in the proposal. Midwest shall be entitled to use any information, technology, procedures, processes, or methods learned or developed by Midwest from its provisions of services under this Agreement. Midwest shall retain all the rights entitled to all patentable and unpatentable inventions, including confidential know-how, developed by Midwest for provision of services under this Agreement. Midwest grants to Client a royalty-free, non-exclusive, nonassignable license as to such inventions and know-how to use in the same facility and/or location described in the Proposal. Midwest may use Client's name and a general description of work performed by Midwest for Client in Midwest's promotional materials and for other purposes.

8. **PROJECT DELAY.** Midwest is not responsible for any delay caused by acts of God, acts of third parties, weather conditions not reasonable foreseeable, intervention of public authorities, inability without the fault of Midwest to obtain permits necessary to perform services under this Agreement, work stoppages, changes in applicable federal, state or local regulations after the date of this Agreement, failure of Client to provide access to information requested by Midwest to perform its services under this Agreement, or any other condition or event which is beyond the reasonable control of Midwest. In the event of any such delay, Midwest shall be entitled to a reasonable additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional time to perform the services described in the Proposal. Midwest shall be entitled to be compensated for its additional fees and costs caused by such a delay. If Midwest is unable to begin performing the services described in the Proposal, through no fault of its own, within 14 days of the anticipated commencement date, then Midwest shall have the option at its sole discretion to: (i) extend the commencement date and completion date by a length of time equal to the delay; or (ii) extend the commencement and completion dates mutually acceptable to Midwest and Client; or (iii) amend the time required for performance and/or the amount due under this Agreement through changes to this Agreement mutually agreed to by Midwest and Client; or (iv) terminate this Agreement. If Midwest fails through its fault to commence performing the services described in the Proposal within 14 days of the anticipated commencement date, then Client shall have the option to: (i) extend the commencement and completion dates to dates mutually acceptable to Midwest and Client; or (ii) terminate this Agreement.
9. **PROJECT CHANGES.** Client may at any time prior to the completion of the services under this Agreement request modification in such services by written order. Such changes shall not become a part of this Agreement unless agreed to in writing by Midwest. Client shall be responsible for any additional fees or costs of Midwest resulting from such changes. If such changes cause an increase in the time for performance or services under this Agreement, an oral order for changes from Client to Midwest (including directions or instructions given in person or telephone) shall constitute a valid change order under this Agreement, provided that Midwest gives Client written notice within ten (10) days of such oral stating that Midwest regards the oral order as a change order and the Midwest agrees to the change.

10. **INSURANCE.** Upon request, Midwest shall furnish copies of insurance certificates showing that Midwest maintains the following insurance coverages:

Worker's Compensation	Statutory
Employer's Liability	... \$100,000 each occurrence, \$500,000 aggregate
General Liability	... \$1,000,000 each occurrence
Automotive Liability	... \$1,000,000 each occurrence
Professional Liability	... \$1,000,000

11. **LIABILITY FOR WASTE MATERIALS.** Midwest is not, and has no authority to act as, a generator, treator, storer, transporter, disposer, or owner or operator of any hazardous substances or wastes, pollutants, contaminants, or manufacturing operations or processes located, found, or identified at the site of the services described in the Proposal. Any hazardous or solid waste identified, discovered, or encountered by Midwest at the site shall remain the responsibility of the Client and shall at no time become property of Midwest. Any arrangements for the treatment, storage, transport, or

disposal of any hazardous or solid waste, which may be made by Midwest, shall be at the specific direction of the Client and shall be made solely on the Client's behalf and for the Client's benefit. Client shall indemnify and hold harmless Midwest from any and all claims, damages, suits, losses and expenses (including attorney's fees and other costs for defense) in any way arising from such arrangements.

12. **INDEMNIFICATION.** Midwest agrees to indemnify and hold harmless Client, its directors, officers, employees and agents, and against any and all claims, demands, causes of action, liability and costs (including attorney's fees and other costs of defense) for damages to property or injuries or death of any person arising out of any negligent act or omission or willful misconduct of Midwest, its employees, or agents in the performance of services under this Agreement; provided, however, Midwest will not be obligated to indemnify Client against liability arising as a result of Client's or its directors', officers', employees', agent's or contractors' or subcontractors' negligence or intentional misconduct.

Client agrees to indemnify and hold harmless Midwest, its directors, officers, stockholders, employees, agents and subcontractors from and against any and all claims, demands, causes of action (including third party claims, demands, or causes of action for contribution or indemnification), liability and costs (including attorney's fees and other costs of defense) which arise out of or results from: (i) any release or threatened release of hazardous or solid wastes, substances, pollutants, contaminants or gas, liquid or solid materials or any failure to detect or evaluate the existence or release of such materials; (ii) any holding or claim that Midwest or any of its subcontractors is a "generator" or "transport" of hazardous wastes or an "operator" of the site, as such terms are used or defined under state or federal law; or (iii) any negligent act omission of Client, its employees' agents, other consultants or contractors or any third party or entity, or any willful misconduct of such persons.

13. **LIMITATION OF LIABILITY.** Except for (i) claims covered under policies of insurance and policy limits stated in the Agreement and (ii) circumstances caused by the willful misconduct of Midwest, any and all liability for claims or damages by Client against Midwest, whether based upon contract, tort, strict liability, breach of warranty, professional negligence, or otherwise, shall be limited to the lesser of (iii) Client's cost to repair damage caused by the acts or omissions of Midwest or (ii) \$100,000.00.

In no event shall Midwest be responsible for any special, indirect, incidental, or consequential damages (including loss of profit) incurred by Client as a result of Midwest's performance or nonperformance or services under this Agreement. All claims in connection with services performed under this Agreement shall be deemed waived unless made in writing and received.

14. **STORAGE AND SAMPLES.** Samples may, at Midwest's sole discretion, be (i) discarded by Midwest thirty (30) days after submission of a report regarding such samples; or (ii) be returned to Client for final disposition by Client; or (iii) be disposed of by Midwest at Client's direction in accordance with all applicable laws and regulations. All disposal of samples shall be at Client's cost. Midwest may make reasonable storage charges for samples and other materials held by Midwest at Client's direction in excess of thirty (30) days.

15. **TERMINATION.** In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement upon fourteen (14) days written notice to the defaulting party.

This Agreement may be terminated without default if Midwest in its sole discretion determines that continuation of work would create an unnecessary or unreasonable safety or health risk to its employees or others, or that subsurface conditions, contamination, or other conditions differ significantly from conditions, events or contaminants which were reasonably foreseeable as of the date of this Agreement. In the event of such termination neither party shall have any further liability to the other party with respect to this Agreement except with respect to fees and costs owed by the Client to Midwest.

Client shall have the right to suspend work under this Agreement by written notice to Midwest. In the event of such suspension, Midwest shall have the right at any time during such suspension to terminate this Agreement by giving written notice of termination to Client.

In the event of termination for any reason, Midwest shall be entitled to payment for all costs and service performed up to and including the date of termination. Notwithstanding any other provision of this Agreement or any provision or quote in the Proposal, in the event this Agreement calls for payment on a single price basis, payment to Midwest upon termination shall be based instead upon Midwest's Standard Rate Schedule in effect at the time of such termination.

16. **SUBPOENAS.** The Client shall pay after notification by Midwest all time charge and expenses resulting from Midwest's requires response to subpoenas issued by any person or entity in connection with Midwest's provisions of services under this Agreement, charges to be based upon Midwest's Standard Base Rate Schedule in effect at the time the subpoena is served.

17. **INDEPENDENT CONTRACTORS.** Midwest shall be considered an independent contractor and not an employee, agent, representative or joint venturer of Client. Midwest shall determine the time, manner, means and method of providing services under this Agreement and shall furnish all labor, tools and equipment necessary to perform such services; provided, however, that Midwest shall not be responsible for the negligence of Client or any other person or entity in the design or selection of a specific manner, means, method or technique which is required by Client or Client's specifications. Midwest shall solely be responsible for the compensation, benefits, contributions, and taxes, if any, of its employees and agents.

18. CLIENT REPRESENTATIVE. Client shall designate in writing a person to act as Client's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority on behalf of Client to transmit instructions, receive information, and interpret and define Client's policies and decisions to and from Midwest with respect to this Agreement.
19. SAFETY. Midwest will perform work only under safe conditions. Client will be responsible for all costs incurred by Midwest for safety or security measures required by hazardous job conditions. Midwest has the right to terminate this Agreement if, in its sole discretion, such termination is necessary for safety or health reasons.
20. ASSIGNED AND SUBLETTING. This Agreement is binding on heirs, successors, and assigns of the parties. This Agreement may not be assigned by Client to any third party without express written consent of Midwest. Midwest shall have the right to transfer, assign, or sublet, all or any portion of its rights obligations hereunder upon thirty (30) days written notice to the Client.
21. NOTICE OF LIEN RIGHTS. AS REQUIRED BY LAW, MIDWEST HEREBY NOTIFIED CLIENT THAT PERSONS, COMPANIES, OR CONSULTANTS FURNISHING LABOR, MATERIALS, OR PROFESSIONAL SERVICES INVOLVING CONSTRUCTION ON CLIENT'S LAND MAY HAVE LIEN RIGHTS ON THE CLIENT'S LAND AND BUILDINGS IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS IN ADDITION TO MIDWEST ARE THOSE WHO CONTRACT DIRECTLY WITH THE CLIENT OR THOSE WHO GIVE THE CLIENT NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FURNISH LABOR MATERIALS OR PROFESSIONAL SERVICES FOR CONSTRUCTION. ACCORDINGLY, CLIENT PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR MATERIAL OR PROFESSIONAL SERVICES FOR THE CONSTRUCTION AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO ITS MORTGAGE LENDER, IF ANY. MIDWEST AGREES TO COOPERATE WITH THE CLIENT AND THE CLIENT'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMANTS WHO SEPARATELY CONTRACT WITH MIDWEST ARE DULY PAID.
22. PRECEDENCE. The terms and conditions of this Agreement shall take precedence over any inconsistent or contradictory provision contained in any Client-issued purchase order, requisition, notice to proceed or similar document regarding Midwest's services. The terms and conditions of the Proposal shall take precedence over any inconsistent or contradictory provisions of the Agreement and any client-issued document.
23. ENTIRE AGREEMENT. The terms and conditions set forth herein constitute the entire Agreement of the parties relating to provision of services by Midwest to Client. All previous proposals (except that Proposal identified in the paragraph above entitled "Service"), offers and other communication relative to the provision by services of Midwest, oral or written, are hereby superseded, except to the extent that they have been expressly incorporated herein.
24. SEVERABILITY. In any of the terms and conditions of the Agreement shall be finally determined to be invalid or unenforceable, in whole or part, the remaining provisions of the Agreement shall remain in full force and effect and binding upon the parties.
25. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibilities or liability between Client and Midwest shall survive the completion of services under this Agreement and the termination of this Agreement.
26. GOVERING LAW. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.
27. COSTS AND FEES. In the event that it becomes necessary to enforce any of the obligations or terms of this Agreement or in any litigation, negotiation or transaction, in which one party shall, without fault of the other party, become involved through or on account of this Agreement, then the non-prevailing party shall pay, upon demand, the prevailing parties costs, charges and expenses, including reasonable attorney's fees, court costs and expenses, as well as reasonable fees of any agents or others retained by the prevailing party.
28. EFFECTIVE DATE. This Agreement shall take effect upon acceptance and execution by both parties.

IN WITNESS WHEREOF, the parties hereto, acting through duly authorized persons have executed this Agreement as of the date and year set forth above.



MEMORANDUM

TO: Village Board of Trustees

FROM: Steve Stapleton, Fire Chief

DATE: July 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County Illinois, approving a contract with Lite Construction, Inc., for the Fire Station 81 Renovations and Temporary Fire Station 81 in the amount of \$1,603,700

RECOMMENDED ACTION:

This resolution authorizes the Village Manager to execute a contract with Lite Construction Inc., of Montgomery, Illinois, in the amount of \$1,603,700 for the Iowa Community Center Temporary Fire Station Project and improvements to Fire Station 81.

This project was publicly advertised and competitively bid, with a public bid opening conducted on July 1, 2025. A total of nine bids were received, with Lite Construction Inc. submitting the lowest responsible bid. The Village's architectural and engineering consultant as well as Village staff have reviewed the bid and recommends awarding the contract to Lite Construction Inc. in accordance with the bid specifications.

BACKGROUND:

The Iowa Community Center Temporary Fire Station Project and improvements to Fire Station 81 are part of the Village's ongoing efforts to modernize its public safety infrastructure. To facilitate renovations at Fire Station 81 while maintaining continuous fire service, the former Iowa Community Center will be converted into a temporary fire station.

Asbestos abatement at the Iowa Community Center must be completed prior to any construction work. Once abatement is finished, the contractor will proceed with modifications to adapt the facility for temporary use by the fire department.

After fire department personnel are relocated, construction at Fire Station 81 will begin. The project is scheduled for completion by April 2026. The Village's architectural and engineering consultant, Kluber, will provide construction oversight, perform routine site visits, and ensure adherence to project specifications. Village staff will also conduct inspections to verify compliance with applicable building codes and standards.

DISCUSSION:

This project was identified through the Village's long-term capital improvement planning process as a

necessary investment to address aging infrastructure and improve the operational efficiency of the fire department.

Originally constructed fifty years ago, Fire Station 81 no longer meets modern safety or operational standards. The planned improvements will enhance functionality, improve code compliance, and help support the department's ability to serve the community more effectively, though additional upgrades may be needed in the future to fully address all operational challenges.

The full set of plans and bid specifications for this project is available for inspection at the Village Manager's office and will be incorporated into the final contract.

RESOLUTION NO. _____

**RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY,
ILLINOIS, APPROVING A CONTRACT WITH LITE CONSTRUCTION, INC., OF
MONTGOMERY, ILLINOIS, FOR THE FIRE STATION 81 REVOVATIONS AND
TEMPORARY FIRE STATION 81 IN AN AMOUNT OF \$1,603,700**

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village has publicly advertised for sealed bids for all labor, materials, tools and equipment necessary for a project commonly known as Fire Station 81 Renovations and Temporary Fire Station 81 (“Project”), which Project includes the renovation of Fire Station 81 and Iowa Street Old Rec. Center including demolition, rough carpentry, thermal insulation, roof specialties, hollow metal doors and frames, door hardware, gypsum board assemblies, tiling, acoustical ceilings, painting, signage, toilet accessories, fire specialties, plumbing piping, plumbing fixtures, HVAC, associated electrical along with Alternate #1 which includes replacement of trench drains and associated piping, concrete, venting, and epoxy flooring throughout; and

WHEREAS, a bid packet was made available to all prospective bidders that included the invitation to bid, general instructions and provisions, bid and proposal form, bid packages and scopes of work, construction schedule and site logistics plan, and sample contract (“Bid Documents”) that set forth the Project and contractor requirements; and

WHEREAS, the Village received and evaluated bids from nine (9) potential contractors for the Project; and

WHEREAS, the Village’s Public Works Department staff reviewed the bids and has determined that Lite Construction, Inc., of Montgomery, Illinois, (“Lite Construction”), is the lowest responsible and qualified bidder for the Project, and has determined that Lite Construction has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents; and

WHEREAS, based upon a review of the bids received and determination as to the qualifications of the bidders, the President and Board of Trustees of the Village of Villa Park have determined that the bid proposed by Lite Construction, having submitted a bid in the amount of

Resolution No. _____

One Million Six Hundred Three Thousand Seven Hundred and 01/100 Dollars (\$1,603,700.00), is the lowest qualified and responsible bidder for the Fire Station 81 Renovations and Temporary Fire Station 81.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: Incorporation of Preambles. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: Lowest Responsible Bidder. The corporate authorities do hereby find that the bid proposed by Lite Construction, Inc., of Montgomery, Illinois, is the lowest responsible and qualified bidder for the Project, has not been disqualified from bidding, and its proposal met, without exception, all of the requirements of the Bid Documents.

Section 3: Contract Award. Lite Construction, Inc., of Montgomery, Illinois, is hereby awarded the contract for the Project, at the prices set forth in its bid subject to the furnishing of the proper bonds and insurance.

Section 4: Authorization to Execute Notice of Award. The Village Manager is hereby authorized to execute a Notice of Award. The Notice of Award shall be issued to Lite Construction, Inc., of Montgomery, Illinois, the lowest responsible and qualified bidder, for the Project, in the amount of One Million Six Hundred Three Thousand Seven Hundred and 01/100 Dollars (\$1,603,700.00).

Section 5: Authorization to Execute Contract. The form, terms and provisions of the Contract and the separate exhibits as provided in the Contract are hereby approved in substantially the form attached hereto as Exhibit "A," with such insertions, omissions and changes as shall be approved by the Village President of the Village, the execution of such documents being conclusive evidence of such approval. Provided that Lite Construction, Inc., returns the Contract with all other written contract documents attached, properly executed by it, along with the proper contract bonds, to the Village, within ten (10) days of the receipt of the Notice of Award, then the Village President is authorized to execute and the Village Clerk to attest the Contract and other written contract documents. The officials, officers, employees and agents of the Village are authorized to take such actions and execute such documents as are necessary to carry out the

Resolution No. _____

purpose and intent of this Resolution.

Section 6: Payment of Prevailing Rate of Wages. The general prevailing rate of wages in DuPage County, Illinois, for each craft or type of worker or mechanic needed to execute the contract or perform the work, also the general prevailing rate for legal holiday and overtime work, as ascertained by the Illinois Department of Labor shall be paid for each craft or type of worker needed to execute the Contract or to perform such work.

Section 7: Invalidity. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 8: Repealer. All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 9: Effective Date. This Resolution shall take effect upon its passage and approval in pamphlet form.

ADOPTED this ____ day of _____ 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTENTION: _____

APPROVED by me this ____ day of _____ 2025.

Kevin Patrick, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this ____ day of _____ 2023.

Rolf Laukant, Clerk of the Village
of Villa Park, DuPage County, Illinois

Resolution No. _____

Exhibit “A”

Contract

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

«[Village of Villa Park](#)» « »
«[20 S Ardmore Ave](#) »
«[Villa Park, IL 60181](#)»
« »

and the Contractor:
(Name, legal status, address and other information)

«[Lite Construction, Inc.](#)» « »
«[711 S. Lake St](#) »
«[P.O. Box 135](#) »
«[Montgomery, IL 60538](#) »

for the following Project:
(Name, location and detailed description)

«[Fire Station 81 Renovations and Temporary Fire Station 81](#) »
« »
« »

The Architect:
(Name, legal status, address and other information)

«[Kluber, Inc.](#)» « »
«[41 W. Benton Street](#) »
«[Aurora, Illinois 60506](#) »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ [« »] The date of this Agreement.

☒ [« X »] A date set forth in a notice to proceed issued by the Owner.

☐ [« »] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement of the Work.

[«X»] By the following date: « March 30, 2026 »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million Six Hundred Three Thousand Seven Hundred and 00/100 Dollars» (\$ «1,603,700.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1	\$185,000

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
Section 01 21 00 - Contingency	

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

«None »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the «twentieth» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «30th» day of the «following» month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «sixty» («60») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«Ten Percent (10%)»

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«Insurance, Payment and Performance Bonds. »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«Five percent (5%) once Project has an overall completion level of fifty (50) percent as determined by Owner and Architect. »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«Retainage will be reduced to 0% for the final application for payment. »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »

<< >>
<< >>
<< >>

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

<< >>

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

«Village of Villa Park»

«Village Manager»

«20 S. Ardmore Ave»

«Vilal Park, IL 60181»

<< >>

<< >>

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

«Lite Construction, Inc»

«President-»

«711 S. Lake St»

«Montgomery, IL 60538»

«630-896-7220»

<< >>

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 8.7 Other provisions:

<< >>

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

<< >>

- .5 Drawings ([Exhibit D](#))

Number	Title	Date
00 01 15	Drawing Index	

- .6 Specifications ([Exhibit C](#))

Section	Title	Date	Pages
00 10 00	Table of Contents		

- .7 Addenda, if any: ([Exhibit E](#))

Number	Date	Pages
00 91 01 – Addendum Number 1		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[☐] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[☐] The Sustainability Plan:

Title	Date	Pages

[☒] Supplementary and other Conditions of the Contract: [\(Exhibit E\)](#)

Document	Title	Date	Pages
00 72 00	General Conditions		

- 9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«		
00 11 13		Advertisement for Bids
00 21 13		Instructions to Bidders
00 31 13		Preliminary Schedule
00 41 13		Bid Form – Stipulated Sum submitted by _____, Exhibit B
00 43 13		Bid Security Form, Exhibit B
00 43 14		Bid Form – Bidder's Certification submitted by _____, Exhibit B
00 43 15		Bid Form – Bidder's Tax Certification submitted by _____, Exhibit B
00 43 16		Bid Form – Apprenticeship or Training Program Cert. and Current Signatory Letters submitted by _____, Exhibit B
00 43 23		Bid Form Supplement – List of Alternates
»		

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

July 3, 2025

Michelle House
Deputy Director of Community and Economic Development.
Village of Villa Park
20 South Ardmore Avenue
Villa Park, Illinois 60181

RE: Bid Results
Fire Station 81 Renovations and Temporary Fire Station 81
Kluber Project No. 24-477-1583

Dear Ms. House,

On July 1, 2025, bids were publicly opened and read aloud for the above referenced project. Nine contractors chose to submit bids for the project. The low base bid was submitted by Lite Construction, Inc. from Montgomery, Illinois in the amount of \$1,418,700.00 The second lowest base bid was submitted by Construction Solutions of Illinois from Oak Lawn, Illinois in the amount of \$1,423,723.00 See attached bid tabulation for details on bid results.

We conducted a Contractor Bid Scope Review with these bidders and believe their bids to be responsive and complete.

Therefore, the Village may wish to award a Contract to Lite Construction, Inc. in the amount of \$1,603,700.00, which would include acceptance of Alternate No.1 for floor drains, cast-in-place concrete, epoxy coating and plumbing vents in the Apparatus Bay and roof at Fire Station 81 in the amount of \$185,000.00.

The information contained herein and in the attached bid tabulation and scope review is provided to you for reference and use in its decision to award the Contract. Thank you for the opportunity to be of service to the Village of Villa Park and we look forward to the successful completion of this project with you.

Sincerely,



Charli Johnsos
Project Manager
Kluber Architects + Engineers

Attachments: Bid Tabulation, Bid Scope Review

Cc: Brian Roche, Superintendent of Buildings and Grounds, Steve Stapleton Fire Chief, Michael Guerra, Director of Public Works.

Project : Fire Station 81 Renovation

Date: 07/01/2025

Owner: Village of Villa Park

Time: 2:00 PM

	Plan Holder	Location	Bid Bond	Addendum No. 1	Addendum No. 2	Base Bid	Alternate No. 1	Total with Alternates	Comments
1	Lite Construction		Y	Y	Y	\$1,418,700.00	\$185,000.00	\$1,603,700.00	
2	Construciton Solutions		Y	Y	Y	\$1,423,723.00	\$232,891.00	\$1,656,614.00	
3	KWCC		Y	Y	Y	\$1,517,000.00	\$238,800.00	\$1,755,800.00	
4	Pacific Construction		Y	Y	Y	\$1,697,000.00	\$260,154.00	\$1,957,154.00	
5	Kandu Construciton		Y	Y	Y	\$1,717,000.00	\$225,000.00	\$1,942,000.00	
6	Construction Inc.		Y	Y	Y	\$1,732,000.00	\$320,000.00	\$2,052,000.00	
7	Boller		Y	Y	Y	\$1,755,900.00	\$128,400.00	\$1,884,300.00	
8	RL Sohol		Y	Y	Y	\$2,225,000.00	\$250,000.00	\$2,475,000.00	
9	Voris Mechanical		Y	Y	Y	\$2,367,200.00	\$384,300.00	\$2,751,500.00	
10									
11									
12									
						Fire Station 81	Iowa Street	Total	
Kluber Opinion of Probable Costs - 5/20/25:						\$1,252,193.00	\$655,445.00	\$1,907,638.00	

BID SCOPE REVIEW
FIRE STATION 81 RENOVATIONS AND TEMPORARY FIRE STATION 81
Kluber Project No. 24-477-1583

Contractor: Lite Construction, Inc.

Contact: Tim Campbell

Base Bid Amount: \$1,418,700.00

Phone: 630-896-7220

Alternate No. 1 Amount: \$185,000.00

Email: timc@liteconstruction.com

Date: July 2, 2025

All Addenda have been included in the bid.	Yes
All Alternates applicable to your contract package have been acknowledged in the bid.	Yes
All pertinent Allowances are included in the bid. \$90,000 and \$60,000 respectively. \$25,000 for paving.	Yes
A bid bond was included in the bid package.	Yes
Are there any qualifications to the bid? The product requests for unit pricing "spray patching" is not a system used in the Chicagoland area. We will work with the village to accomplish the intension.	No
Are there any material deliveries which you feel could have a negative impact on the project schedule?	No
Are you aware of any discrepancies and/or have any questions on the bid documents?	No

SCOPE REVIEW:

Base Bid:

Renovation of Fire Station 81 and Iowa Street Old Rec. Center. The Work will include: demolition, rough carpentry, thermal insulation, roof specialties, hollow metal doors and frames, door hardware, gypsum board assemblies, tiling, acoustical ceilings, painting, signage, toilet accessories, fire specialties, plumbing piping, plumbing fixtures, HVAC, associated electrical.

Alternate #1:

Replacement of trench drains and associated piping concrete and venting and epoxy flooring throughout.

Fire Station 81

Does your bid include all the demolition? Including all the duct work? **Yes.**

Does your bid include the demolition of the quarry tile per the addendum? **Yes.**

Does your bid include all the new drywall partitions, including paint and insulation? **Yes**

Does your bid include the hollow metal doors, frames and hardware? **Yes**

Does your bid include the window in the office? **Yes**

Does your bid include all the finishes? Tile, paint, and LVT? **Yes.**

Does your bid include the toilet specialties? **Yes**

Does your bid include modifications to the fire Suppression system? **Yes.**

Does your bid include Plumbing for three shower rooms? **Yes**

Does your bid include the roof top unit and all the associated duct work? **Yes**

Does your bid include the Electrical work associated with this project? **Yes**

Temp Station Iowa Street.

Does your bid include all the demolition? Including all the duct work? **Yes.**

The Owner's PW department intends to do some patching. The allowance is to get the lot to a point it can function for another two years. Does your bid include the exterior site work? The fencing at end and along side the parking lot? Restriping and some patching? **Yes**

Does your bid include the steel framed exterior wall and corrugated metal panels? **Yes**

Does your bid include all the new drywall partitions, including paint and insulation? **Yes**

Does your bid include the hollow metal door, frame and hardware? Including rekeying the building? **Yes**

Does your bid include the window in the office? **Yes**

Does your bid include all the finishes? **Yes.**

Does your bid include the toilet specialties? **Yes**

Does your bid include Plumbing for the shower? **Yes**

Does your bid include the roof top unit and all the associated duct work? **Yes**

Does your bid include the electrical work associated with this project? **Yes**

References:



Kluber has completed several projects with Lite Construction over the past 10 years. Charli Johnsos has personally worked with John Cambel on complicated bathroom renovations and office build outs.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on July 2, 2025. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.



BID SCOPE REVIEW
FIRE STATION 81 RENOVATIONS AND TEMPORARY FIRE STATION 81
Kluber Project No. 24-477-1583

Contractor: Construction Solutions of Illinois, Inc.

Contact: Peter Schipma

Base Bid Amount: \$1,423,723.00

Phone: 708-239-0001

Alternate No. 1 Amount: \$232,891.00

Email: pschipma@csofi.com

Date: July 2, 2025

All Addenda have been included in the bid. Yes

All Alternates applicable to your contract package have been acknowledged in the bid. Yes

All pertinent Allowances are included in the bid. Yes
\$90,000 and \$60,000 respectively. \$25,000 for paving.

A bid bond was included in the bid package. Yes

Are there any qualifications to the bid? No
The product requests for unit pricing "spray patching" is not a system used in the Chicagoland area. We will work with the village to accomplish the intension.

Are there any material deliveries which you feel could have a negative impact on the project schedule? No
Nothing jumped out. Doors and hardware and HVAC might be tight.

Are you aware of any discrepancies and/or have any questions on the bid documents? No

SCOPE REVIEW:

Base Bid:

Renovation of Fire Station 81 and Iowa Street Old Rec. Center. The Work will include: demolition, rough carpentry, thermal insulation, roof specialties, hollow metal doors and frames, door hardware, gypsum board assemblies, tiling, acoustical ceilings, painting, signage, toilet accessories, fire specialties, plumbing piping, plumbing fixtures, HVAC, associated electrical.

Alternate #1:

Replacement of trench drains and associated piping concrete and venting and epoxy flooring throughout.

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Does your bid include all the demolition? Including all the duct work? **Yes.**

Does your bid include the demolition of the quarry tile per the addendum? **Yes.**

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Does your bid include the window in the office? **Yes**

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Does your bid include modifications to the fire Suppression system? **Yes.**

Does your bid include Plumbing for three shower rooms? **Yes**

Does your bid include the roof top unit and all the associated duct work? **Yes**

Does your bid include the Electrical work associated with this project? **Yes**

Temp Station Iowa Street.

Does your bid include all the demolition? Including all the duct work? **Yes.**

The Owner's PW department intends to do some patching. The allowance is to get the lot to a point it can function for another two years. Does your bid include the exterior site work? The fencing at end and along side the parking lot? Restriping and some patching? **Yes**

Does your bid include the steel framed exterior wall and corrugated metal panels? **Yes**

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Does your bid include the window in the office? **Yes**

Does your bid include all the finishes? **Yes.**

Does your bid include the toilet specialties? **Yes**

Does your bid include Plumbing for the shower? **Yes**

Does your bid include the roof top unit and all the associated duct work? **Yes**

Does your bid include the electrical work associated with this project? **Yes**

References:



Kluber has completed several projects with Constructions Solutions over the past 10 years. Charli Johnsos has personally worked with Pete Schipma on large domestic water piping replacement project throughout a school as well as office renovation projects with the Oak Brook Park District.

The above constitutes Kluber, Inc. interpretation of the Bid Scope Review telephone call on July 2, 2025. Any changes or discrepancies shall be received by Kluber, Inc. in writing within five business days.





MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: July 23, 2025

SUBJECT: Resolution approving an Engineering agreement with Edwin Hancock Engineering Company, of Westchester, Illinois for the Phase III Construction Engineering for the Ridge Road Drainage Improvements in an Amount Not to Exceed \$47,855.00

RECOMMENDED ACTION:

This is a resolution to approve the Village President entering into a professional engineering agreement with Edwin Hancock Engineering Co. for the phase III construction engineering services for Ridge Road Drainage Improvements in the amount not to exceed \$47,855.00. The Village initially planned to staff the project internally, but due to multiple projects happening simultaneously in the Village and previously raised resident concerns, a consultant for the phase III construction engineering is needed to assist staff with oversight of the project. Staff recommends approval.

BACKGROUND:

The Ridge Road Drainage Improvements is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). Construction is budgeted for CY 2025. The program's objective is to improve storm water drainage on Ridge Road between Westmore Avenue and Roy Drive.

The scope of this project consists of the installation of approximately 900 linear feet of storm sewer varying in size from 6" to 15", the installation of manholes, inlets and catch basins, pavement and driveway removal and replacement, earth excavation, combination concrete curb and gutter removal and installation, parkway restoration, sidewalk removal and replacement, and other related and incidental work.

The project was awarded Mauer Construction at the June 23rd Village Board meeting. Construction is scheduled to begin in the upcoming weeks.

DISCUSSION:

Public Works staff proposes an engineering services agreement with Edwin Hancock Engineering Co., to perform the phase III construction engineering in an amount not to exceed \$47,855.00. Staff completed a consultant Qualification Based Selection (QBS) process to evaluate consultants to perform phase III construction engineering services for projects, and Edwin Hancock Engineering Co.

was selected as one of the firms to perform these services for the Village based on their qualifications. This agreement will utilize funds from Fund 60 Street Improvements

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Edwin Hancock Engineering Co., of Westchester, Illinois, for Phase III Construction Engineering Services of the Ridge Road Drainage Improvements in an Amount Not to Exceed \$47,855.00

WHEREAS, the Village of Villa Park, DuPage County, Illinois (the "*Village*") is a duly organized and validly existing non home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and,

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended Edwin Hancock Engineering Co., of Westchester, Illinois, to perform Phase III Construction Engineering Services of the Ridge Road Drainage Improvements in an Amount Not to Exceed \$47,855.00; and

WHEREAS, Edwin Hancock Engineering Co. has submitted a proposal to conduct professional construction engineering services pursuant to the terms and conditions of the written proposal (the "*Services Agreement*"), a copy of which is attached hereto as Exhibit A and incorporated herein; and,

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") have reviewed Edwin Hancock Engineering Co.'s proposed engineering agreement (the "*Services Agreement*"), and believe it is in the best interests of the Village and its residents to enter into the Services Agreement attached hereto, in order to facilitate the Phase III Construction Engineering Services of the Ridge Road Drainage Improvements).

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, Illinois, as follows:

Section 1. That the recitals in the preambles to this Resolution are incorporated into this Section 1 as if fully set forth herein.

Section 2. That the Services Agreement between the Village of Villa Park and Edwin Hancock Engineering Co., an Illinois corporation, attached hereto and made a part hereof, is hereby approved and the Village President, Village Clerk, and Village Manager are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 3. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 4. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

Resolution No. _____

Passed this 14 day of July, 2025, pursuant to a roll call vote as follow:

AYES:

NAYS:

ABSENT:

Approved this 14 day of July, 2025.

Village President

Attest:

Village Clerk

Resolution No. _____

Exhibit A

Services Agreement

(see attached)

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
EDWIN HANCOCK ENGINEERING CO.,
for the furnishing of
PROFESSIONAL CONSTRUCTION ENGINEERING SERVICES
for the
RIDGE ROAD DRAINAGE IMPROVEMENTS – PHASE III

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and EDWIN HANCOCK ENGINEERING CO. hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional construction engineering services for the Ridge Road Drainage Improvements – Phase III, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional construction engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated July 1, 2025, entitled “Ridge Road Drainage Improvements Phase III Proposal”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or

programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after ten (10) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

7. The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of construction engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15 The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16 The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

d. Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Forty-Seven Thousand Eight Hundred Fifty-Five and 00/100 (\$47,855.00) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

EDWIN HANCOCK ENGINEERING CO.
9933 Roosevelt Road
Westchester, Illinois 60154
Attn: Derek Treichel, President

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

- 1.** The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
 - d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
 - e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its

employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

- (1)** Publishing a statement:

 - (a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b)** Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:

 - (i)** abide by the terms of the statement; and
 - (ii)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2)** Establishing a drug-free awareness program to inform employees about:

 - (a)** the dangers of drug abuse in the workplace;
 - (b)** the ENGINEER's policy of maintaining a drug-free workplace;
 - (c)** any available drug counseling, rehabilitation, and employee assistance program; and
 - (d)** the penalties that may be imposed upon employees for drug violations.
- (3)** Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4)** Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
 - k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
 - l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
 - m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of July 2025.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____,
_____, Village President

By _____
Village Clerk

Executed by the ENGINEER, this 11th day of July, 2025.

EDWIN HANCOCK ENGINEERING CO.
9933 Roosevelt Road
Westchester, Illinois 60154

By: 

Derek Treichel, Its President

EXHIBIT A
Proposal Dated July 1, 2025
Ridge Road Drainage Improvements Phase III Proposal

July 1, 2025

Kevin L. Mantels, P.E.
Assistant Village Engineer
Village of Villa Park
20 S Ardmore Ave
Villa Park, IL 60181

**Re: Village of Villa Park
Ridge Road Drainage Improvements
Construction Engineering Services**

Dear Mr. Mantels:

Hancock Engineering is pleased to submit our proposal for providing professional engineering services to the Village of Villa Park for performing construction services to enable the construction of a new drainage improvements within the Village.

We understand that these improvements will improve the stormwater and drainage conditions at Ridge Road between Westmore Avenue and Roy Drive. The proposed project includes the installation of approximately 900 linear feet of storm sewer varying in size from 6" to 15", the installation of manholes, inlets and catch basins, pavement and driveway removal and replacement, earth excavation, combination concrete curb and gutter removal and installation, parkway restoration, and sidewalk removal and replacement.

We acknowledge that the Construction Contract has been awarded to Mauro Construction and they intend to begin construction on July 14th. Mauro has provided the following work schedule:

Project Start:		Mon, 7/14/2025																																																
Display Week:		1																																																
		Jul 14, 2025							Jul 21, 2025							Jul 28, 2025							Aug 4, 2025							Aug 11, 2025							Aug 18, 2025							Aug 25, 2025						
		14 15 16 17 18 19 20							21 22 23 24 25 26 27							28 29 30 31 1 2 3							4 5 6 7 8 9 10							11 12 13 14 15 16 17							18 19 20 21 22 23 24							25 26 27 28 29 30 31						
TASK	START	END	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S						
TRAFFIC CONTROL	7/14/25	7/14/25																																																
STREET TELEVIEW	7/15/25	7/15/25																																																
MOBILIZATION	7/16/25	7/16/25																																																
SETTING UP/ PAVEMENT ZIP ROAD	7/17/25	7/18/25																																																
STORM SEWER	7/21/25	8/13/25																																																
CONCRETE RESTORATION	8/14/25	8/19/25																																																
ASPHALT RESTORATION	8/19/25	8/22/25																																																
LANDSCAPE RESTORATION	8/25/25	8/27/25																																																
PUNCH LIST	8/28/25	8/28/25																																																
FINAL CLEAN UP	8/29/25	8/29/25																																																
DEMOBILIZATION	8/29/25	8/29/25																																																
Insert new rows ABOVE this one																																																		

The projected schedule has a projected completion date of August 28th for a total of 35 working days.

We understand that Villa Park originally planned to staff this project internally, however the selected Contractor has had some recent OSHA related concerns and would like to provide professional oversight with our team.

This proposal is being put together assuming full-time observation for 35 working days. We acknowledge that the Village may provide supplemental staffing with an intern. Our field staff will incorporate the intern into all correspondence and provide technical training while on-site.

We also acknowledge that the intern will only be available for the first 2-3 weeks of the project, so we have included the processing of pay estimates, punchlist, and close-outs into our fee.

Project Team

Chris Baker, P.E. will be assigned as the Project Manager for these improvements. Chris has over 21 years of experience managing a wide variety of similar projects and currently serves as client manager for the Villages of Broadview and Oak Park. He has recently performed these duties in Villa Park for Biermann Avenue, Third Avenue and Yale Avenue Improvements.

Mohammed “Amin” Aminuddin will be our lead Construction Engineer throughout these improvements. Amin graduated from Bradley University with his Master’s Degree in 2023. He recently provided construction oversight on the Village of Hinsdale’s 2025 Watermain and Roadway Improvements projects. In 2024, he provided field engineering for the City of Forest View’s Relief Sewer project. Chris and Amin have worked together with success on recent improvements.

Scope of Services

Our proposed scope of services is as follows:

1. A project kick-off meeting will be held with the Village prior to starting the project. Hancock Engineering will become thoroughly familiar with the contract documents and the plans for the project. We will also schedule a pre-construction conference with the Village, Contractor and Sub-Contractors.
2. Provide notifications to residents who will be disturbed by construction. We will supply a 24-hour phone number for each project engineer for inclusion in our notifications. Hancock Engineering will invite residents to supply email addresses which will be used to distribute a weekly construction update.
3. Hancock Engineering will verify the Contractor’s construction layout.
4. We will provide a Resident Engineer who will provide construction observation and field checks of materials and equipment on a **full-time continuous** basis. This will include the attendance at any progress meetings necessary to ensure the job is completed smoothly.
5. We will prepare Pay Estimates and Change Orders as necessary, including the review of waivers.
6. We will provide comprehensive documentation and maintain orderly files of correspondence.
7. We will provide efficient close-out. It is our policy to complete a preliminary “Pre-Final”

inspection in which we provide the Contractor with a list of deficiencies that must be corrected prior to project close-out. Once these items have been corrected, we will invite the Village to conduct a Final Inspection. If any items are found to need correction, we will provide instruction to the Contractor to correct the issues.

We have analyzed the necessary design steps and associated timetables and evaluated our current capacity of resources.

We will be able to sufficiently staff this project.

Projected Man-Hours

Hancock Engineering has reviewed the planned construction needs and the associated schedule. We have calculated the following manhours based on our investigation.

The following is a breakdown of our expected costs:

Construction Engineering Costs

<u>Client Management</u>	<u>Hours</u>	<u>Rate</u>	<u>Total Cost</u>
Baker	20	\$ 165.00	\$ 3,300.00
<u>Preconstruction Engineering Services</u>			
Baker	8	\$ 165.00	\$ 1,320.00
Amin (Layout Verification)	8	\$ 130.00	\$ 1,040.00
<u>During Construction Engineering Services (35 Days)</u>			
Baker	35	\$ 165.00	\$ 5,775.00
Amin (Part-Time During Landscaping)	260	\$ 130.00	\$ 33,800.00
<u>Project Close-Out (Punchlist and final quantities)</u>			
Baker	8	\$ 165.00	\$ 1,320.00
Amin	10	\$ 130.00	\$ 1,300.00

Project Cost

Hancock Engineering appreciates the opportunity to provide this proposal to the Village of Villa Park for these improvements. We have based our fee on the results of our discussions and an expected Man-Hour Breakdown. The following is our breakdown of engineering costs:

Phase	Costs
Total Fee for Construction Engineering Services	\$ 47,855.00

July 1, 2025

Village of Villa Park
Ridge Road Drainage Improvements

Upon acceptance, please sign both copies, retain one for your files and send one to the attention of:

Mr. Chris Baker, P.E.
9933 Roosevelt Road
Westchester, IL 60154

If you should have any questions, please feel free to give me a call.

Executed by the VILLAGE, this

_____ day of _____, 2025

VILLAGE OF VILLA PARK

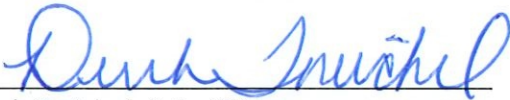
By _____

Michael Rivas
Village Manager

Executed by the ENGINEER, this

_____ 1st day of July, 2025

EDWIN HANCOCK ENGINEERING CO.



Derek Treichel, P.E., CFM
President

Hourly Rates

PERSONNEL CLASSIFICATION	TOTAL BILLING RATE
PERSONNEL CLASSIFICATION	HOURLY RATE
ENGINEER – VI	\$165.00
ENGINEER – V	\$150.00
ENGINEER – IV	\$140.00
ENGINEER – III	\$130.00
ENGINEER – II	\$120.00
ENGINEER – I	\$110.00
ENGINEERING TECHNICIAN – V	\$138.00
ENGINEERING TECHNICIAN – IV	\$125.00
ENGINEERING TECHNICIAN – III	\$100.00
ENGINEERING TECHNICIAN – II	\$78.00
ENGINEERING TECHNICIAN - I	\$60.00
CAD MANAGER	\$133.00
CAD - II	\$110.00
CAD – I	\$98.00
ADMINISTRATIVE	\$70.00

**Note: Schedule of Hourly Rates is subject to change annually as of March 1st.
The most current Schedule of Hourly Rates will be in effect at the date of service.**



MEMORANDUM

TO: Village Board of Trustees

FROM: Mike Guerra, Director

DATE: July 23, 2025

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Partial Change Order Number 01 to the Contract with Davis Concrete Construction Co. of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements for a Net Addition in the Amount of \$105,500.00.

RECOMMENDED ACTION:

This Resolution authorizes the Village Manager to execute the change order in substantially the form attached hereto to the contract with Davis Concrete Construction Co., of Monee, Illinois. The Village has a contract with Davis Concrete Construction Co., in the amount of \$288,352.00 for the construction of the 2025 Sidewalk Improvements. Proposed partial Change Order Number 1 consists of the adding additional sidewalk removal and replacement to the scope of the project. The net amount of the proposed partial Change Order Number 1 is an addition in the amount of \$105,500.00, for an adjusted contract amount of \$393,852.00. Staff recommends approval of this change order.

BACKGROUND:

The 2025 Sidewalk Improvements consist of the installation of new mainline sidewalk where none existed and removal and replacement of non-functioning sidewalk. The Village had previously approved a contract for this project with Davis Concrete Construction Co. of Monee, Illinois, in the amount of \$288,352.00. Additional sidewalk removal and replacement is being added to the scope of the project due to Davis Concrete Construction Co.'s bid coming in under the Village's sidewalk budget for CY 2025, resulting in a net addition to the contract of \$105,500.00.

DISCUSSION:

The Village was awarded grant funding of up to \$140,000.00 for the construction of the project through the Illinois Department of Commerce and Economic Opportunity (DCEO) with the remainder of the cost for the construction utilizing Capital Sidewalk Fund.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving Partial Change Order Number 1 to the Contract with Davis Concrete Construction Co., of Monee, Illinois, for Construction of the 2025 Sidewalk Improvements for a Net Addition in the Amount of \$105,500.00

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village had approved a contract in the amount of \$288,352.00 with Davis Concrete Construction Co., of Monee, Illinois, for a project commonly known as the 2025 Sidewalk Improvements, which contract amount requires an increase from the original contract amount due to additional sidewalk removal and replacement being added to the scope of the project resulting in a change order for an additional amount of One Hundred Five Thousand Five Hundred and 00/100 (\$105,500.00) dollars; and

WHEREAS, change orders must meet the required findings that circumstances necessitating the change were not reasonably foreseeable at the time the contract was signed; or the change is germane to the original contract as signed; or the change order is in the best interest of the Village as required by Section 33E-9 of the Illinois Criminal Code (720 ILCS 5/33 E-9); and

WHEREAS, it has been recommended to the Village Board that a change order is necessary and consists of adding additional sidewalk removal and replacement to the scope of the project, as set forth in partial Change Order Number 1 attached hereto and made a part hereof.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Village hereby finds and declares that the partial Change Order Number 1 to the 2025 Sidewalk Improvements contract with Davis Concrete Construction Co., with total additions of \$105,500.00 and total deductions of \$0.00 for a net addition of \$105,500.00, attached hereto as Exhibit A and made a part hereof, is required by circumstances not reasonably foreseeable at the time the contract was signed and is in the best interest of the Village.

Resolution No. _____

Section 3: The corporate authorities find that the Change Order does not authorize or necessitate an increase in the contract price that is fifty percent (50%) or more of the original contract price and that it does not authorize or necessitate an increase in the price of the subcontract under the contract that is fifty percent (50%) or more of the original subcontract price.

Section 4: The attached change order is hereby approved, and the Village Manager is authorized to execute the change order in substantially the form attached hereto.

Section 5: That the Village Manager is directed to cause a copy of this resolution to be placed and maintained in the permanent contract file for the 2025 Sidewalk Improvements which shall be open to the public.

Section 6: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 7: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 8: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 14th day of July, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Approved this _____ day of _____, 2025.

Kevin Patrick, Village President

Attest:

Rolf Laukant, Village Clerk

Resolution No. _____

EXHIBIT "A"
Change Order 01

Village of Villa Park						
Change Order Number				01 (Partial)		
Project:		2025 Sidewalk Improvements				
Contractor:		Davis Concrete Construction				
Date of Contract Time Start:		06/09/2025				
Awarded Contract Amount:		\$288,352.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
01	EARTH EXCAVATION	CUYD	150.00	150.00	\$67.00	\$ -
02	COMBINATION CURB AND GUTTER REMOVAL	FOOT	175.00	175.00	\$12.00	\$ -
03	SIDEWALK REMOVAL	SQFT	9500.00	18,500.00	\$2.50	\$ 22,500.00
04	DRIVEWAY PAVEMENT REMOVAL	SQYD	950.00	950.00	\$19.00	\$ -
05	INCIDENTAL HOT-MIX ASPHALT SURFACE REMOVAL (VARIABLE	SQYD	100.00	100.00	\$7.00	\$ -
06	PAVEMENT REMOVAL	SQYD	15.00	15.00	\$25.00	\$ -
07	INLET FILTERS	EACH	12.00	12.00	\$1.00	\$ -
08	FRAMES AND LIDS TO BE ADJUSTED	EACH	10.00	10.00	\$350.00	\$ -
09	STRUCTURE TO BE RECONSTRUCTED	EACH	2.00	2.00	\$2,000.00	\$ -
10	FRAMES AND LIDS	EACH	2.00	2.00	\$500.00	\$ -
11	AGGREGATE BASE COURSE, 4"	SQYD	1740.00	2,740.00	\$6.00	\$ 6,000.00
12	AGGREGATE BASE COURSE, 6"	SQYD	75.00	75.00	\$10.00	\$ -
13	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (MC	FOOT	400.00	400.00	\$33.00	\$ -
14	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQFT	11000.00	20,000.00	\$8.50	\$ 76,500.00
15	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6"	SQYD	500.00	500.00	\$85.00	\$ -
16	DETECTABLE WARNINGS	SQFT	100.00	100.00	\$23.00	\$ -
17	PORTLAND CEMENT CONCRETE BASE COURSE, 8"	SQYD	15.00	15.00	\$75.00	\$ -
18	PROTECTIVE COAT	SQYD	1500.00	1,500.00	\$0.01	\$ -
19	INCIDENTAL HOT-MIX ASPHALT SURFACING, 3"	SQYD	500.00	500.00	\$33.00	\$ -
20	TOPSOIL PLACEMENT, 3"	SQYD	1650.00	1,650.00	\$3.00	\$ -
21	SEED AND BLANKET	SQYD	1650.00	1,650.00	\$2.00	\$ -
22	TREE ROOT PRUNING	EACH	5.00	25.00	\$25.00	\$ 500.00
23	TREE REMOVAL (6"-15" DIAMETER)	IN-DIA	40.00	40.00	\$25.00	\$ -
24	TREE REMOVAL (OVER 15" DIAMETER)	IN-DIA	95.00	95.00	\$38.00	\$ -
25	FENCE REMOVAL	FOOT	100.00	100.00	\$10.00	\$ -
26	CONSTRUCTION VIDEOTAPING	LSUM	1.00	1.00	\$500.00	\$ -
27	TRAFFICE CONTROL AND PROTECTION (SPECIAL)	LSUM	1.00	1.00	\$5,000.00	\$ -
28	CONTINGENCY ALLOWANCE	DOL	25,000.00	25,000.00	\$1.00	\$ -
29	WATER USAGE DEDUCTION	TGAL	100.00	100.00	(\$8.85)	\$ -
30	WATER USAGE CREDIT	TGAL	100.00	100.00	\$8.85	\$ -
TOTAL ADDITIONS					\$	105,500.00
TOTAL DEDUCTIONS					\$	-
TOTAL CHANGE ORDER AMOUNT					\$	105,500.00
REASON FOR CHANGE ORDER:						
This partial Change Order #1 consists of increasing the amount of sidewalk removal and replacement.						

Village of Villa Park						
Change Order Number					01 (Partial)	
Project:		2025 Sidewalk Improvements				
Contractor:		Davis Concrete Construction				
Date of Contract Time Start:		06/09/2025				
Awarded Contract Amount:		\$288,352.00				
Changes Ordered Herewith:						
ITEM NO.	PAY ITEM	UNITS	PREVIOUS QUANTITY	ADJUSTED QUANTITY	UNIT PRICE	AMOUNT CHANGE
CONTRACT AMOUNT			CONTRACT TIME (CALENDAR DAYS)			
					SUBSTANTIAL COMPLETION	FINAL COMPLETION
	AWARDED CONTRACT AMOUNT	\$ 288,352.00	ORIGINAL		0	0
	PREVIOUS CHANGE ORDERS (+/-)	\$ -	PREVIOUS C.O.'S (+/-)		0	0
	THIS CHANGE ORDER (+/-)	\$ 105,500.00	THIS C.O. (+/-)		31	31
	TOTAL CHANGE ORDERS (+/-)	\$ 105,500.00	REVISED		0	0
	ADJUSTED CONTRACT AMOUNT	\$ 393,852.00	ORIG. COMPLETION DATE		08/01/2025	08/01/2025
			REV. COMPLETION DATE		09/01/2025	09/01/2025
It is mutually agreed by Owner and Contractor that this change order includes any and all costs associated with or resulting from the changes ordered herein, including all impact, delays, and acceleration costs. Other than the dollar amount and time allowance listed above, there shall be no further time or dollar compensation as a result of this change order. This document shall become an amendment to the Contract and all stipulations and covenants of the Contract shall apply hereto.						

Davis Concrete Construction CONTRACTOR Village of Villa Park ENGINEER Village of Villa Park OWNER	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">BY:</td> <td style="width: 30%; text-align: center;"></td> <td style="width: 40%; text-align: center;">7/9/2025</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">DATE</td> </tr> <tr> <td>BY:</td> <td style="text-align: center;"></td> <td style="text-align: center;">07-10-2025</td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">DATE</td> </tr> <tr> <td>BY:</td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td style="text-align: center;">DATE</td> </tr> </table>	BY:		7/9/2025			DATE	BY:		07-10-2025			DATE	BY:					DATE
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MEMORANDUM

TO: Village Board of Trustees

FROM:

DATE: July 23, 2025

SUBJECT: Resolution Approving an Engineering Agreement with CDM Smith, Inc., of Chicago, Illinois for the Phase I Engineering for the Ardmore Avenue at UPRR Grade Separation in an Amount Not to Exceed \$997,733.00

RECOMMENDED ACTION:

This is a resolution to approve the Village President entering into a professional engineering agreement with CDM Smith, Inc., for the phase I preliminary engineering services for a proposed grade separation of the Union Pacific Rail Road (UPRR) at Ardmore Ave. for an amount not to exceed \$997,733.00. The Village has previously performed a feasibility study which determined Ardmore was the most suitable location for a grade separation with the UPRR. The Village has received confirmation of an Illinois Commerce Commission (ICC) Grant to help offset the cost of the phase I engineering. Staff recommends approval.

BACKGROUND:

The Village completed a railroad grade separation feasibility study in 2024 that determined that Ardmore Ave was the preferred location for a grade separation with the Union Pacific Rail Road (UPRR) tracks. The study examined both a vehicle grade separation and a pedestrian-only separation. At the completion of the feasibility study, the Village received notice from the Illinois Commerce Commission that the Village will receive a 50% match grant for the phase I cost of the engineering.

DISCUSSION:

The Village issued a request for qualifications in January 2025 for phase I and phase II engineering for the grade separation of Ardmore Ave at the UP Railroad. The Village received three submissions with CDM Smith being selected as the most qualified based upon the engineering staff review. The Village began negotiations with CDM Smith to define the scope and cost of the service for the attached proposal. The proposed scope does include provisions for the phase I engineering to cover both a multi-user (vehicle and pedestrian) separation along with the option of just a pedestrian separation at the metra station. This will allow the Village not to have to redo any of the required studies if the Village does not decide to move forward with the vehicle separation and just focus on a pedestrian-only option. This increased the limits of several of the tasks, thus increasing the cost higher than the anticipated amount presented in the feasibility study.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with CDM Smith, Inc., of Chicago, Illinois for the Ardmore Avenue at UPRR Grade Separation Phase I Engineering in an Amount Not to Exceed \$997,733.00.

WHEREAS, the Village of Villa Park (the “Village”) is a duly organized and validly existing non-home rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, the Village staff has recommended a proposed design engineering services agreement with CDM Smith, Inc., of Chicago, Illinois, to perform a grade separation phase I engineering for Ardmore Avenue at Union Pacific Railroad in an amount not to exceed Nine Hundred Ninety-Seven Thousand Seven Hundred Thirty Three and 00/100 (\$997,733.00) Dollars; and

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interests of the citizens of the Village of Villa Park to enter into an agreement with CDM Smith, Inc., of Chicago, Illinois, as is more particularly set forth in the *Agreement Between The Village of Villa Park, Illinois and CDM Smith, Inc. for the furnishing of Professional Civil Engineering Services for Ardmore Avenue at UPRR Grade Separation Phase I Engineering*, a copy of which is attached hereto as Exhibit A and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Villa Park, DuPage County, State of Illinois, as follows:

Section 1: The facts and statements contained in the preamble clauses to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That the *Agreement Between The Village of Villa Park, Illinois and CDM Smith, Inc. for the Ardmore Avenue at UPRR Grade Separation Phase I Engineering*, attached as Exhibit A (the “Agreement”), is hereby approved, and the Village President is hereby

Resolution No. _____

authorized and directed to execute same on behalf of the Village of Villa Park, with such changes therein as may be approved by the Village President and Village Attorney, the execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 3: The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms, or conditions stated therein.

Section 4: If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the other provisions of this Resolution.

Section 5: All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this ____ day of July 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this __ day of July 2025

Village President

Attest: _____
Village Clerk

Resolution No. _____

Exhibit A

Agreement

(see attached)

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
CDM SMITH INC.,
for the furnishing of
PROFESSIONAL CIVIL ENGINEERING SERVICES
for the
VILLA PARK ARDMORE AVENUE AT UPRR GRADE SEPARATION

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and CDM SMITH, INC., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional civil engineering services for the VILLAGE OF VILLA PARK – ARDMORE AVENUE AT UPRR GRADE SEPERATION, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated June 2025 entitled “Proposal Villa Park Ardmore Avenue at UPRR Grade Separation Phase I”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods,

techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 “any auto” and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker’s Compensation as required by the Labor Code of the State of Illinois and Employers’ Liability insurance.

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.

- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.
- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

c. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

d. Other Insurance Provisions

The policies are to contain, or be endorsed to contain the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the

VILLAGE, its officials, agents, employees, and volunteers.

- (d) The ENGINEER's insurance shall contain a severability of interests' clause or language stating that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

f. Verification of Coverage

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

5. To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of

attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries, deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

7. The ENGINEER represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The ENGINEER further represents and warrants to the VILLAGE that the ENGINEER and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The ENGINEER hereby agrees to defend, indemnify and hold harmless the VILLAGE, the corporate authorities, and all VILLAGE elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from and related to any breach of the foregoing representations and warranties.

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the

costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

11. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

12. This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

13. Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

14. The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

15. The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

16. The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

17. This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

18. All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

19. The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the

VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE, or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

20. The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine-readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

21. The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups,

computer disks and diskettes, and computer databases and which are not otherwise known to the public.

- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.
- d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

22. All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

23. In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

24. The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above described, a fee not to exceed Nine Hundred Ninety-Seven Thousand Seven Hundred Thirty Three (\$997,733.00) Dollars.

2. For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.

b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

C. IT IS MUTUALLY AGREED:

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

3. Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

a. If to the VILLAGE:

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181
Attn: Village Manager

b. If to the ENGINEER:

CDM SMITH, INC.
125 S. Wacker Drive
Suite 700
Chicago, IL 60606

c. Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

4. This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

5. The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

6. The waiver of one party of any breach of this AGREEMENT or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this AGREEMENT and shall not be construed to be a waiver of any provision, except for the particular instance.

7. If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

8. This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

9. This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

10. This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

D. CERTIFICATION OF ENGINEER

1. The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:
 - a. not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
 - b. not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
 - c. not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;

- d. in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e. in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:
 - (1) Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
 - (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit, and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
 - (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
 - (4) Send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.
- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
- (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the

contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
- g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:
 - (1) Publishing a statement:
 - (a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
 - (b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (c) Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
 - (i) abide by the terms of the statement; and
 - (ii) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - (2) Establishing a drug-free awareness program to inform employees about:
 - (a) the dangers of drug abuse in the workplace;

- (b) the ENGINEER's policy of maintaining a drug-free workplace;
 - (c) any available drug counseling, rehabilitation, and employee assistance program; and
 - (d) the penalties that may be imposed upon employees for drug violations.
 - (3) Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
 - (4) Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.
 - (5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
 - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
 - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.

- k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
- l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
- m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this ____ day of _____, 2025.

VILLAGE OF VILLA PARK
20 S. Ardmore Avenue
Villa Park, Illinois 60181

ATTEST:

By _____
Kevin Patrick, Village President

By _____
Village Clerk

Executed by the ENGINEER, this ____ day of _____, 2025.

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CDM SMITH, INC.
125 S. Wacker Drive
Suite 700
Chicago, Illinois 60606

By _____

EXHIBIT A

**“Proposal Villa Park Ardmore Avenue at UPRR Grade Separation Phase I
Engineering dated June 2025”**

~~REPORT~~PROPOSAL
~~MAY 16~~JUNE, 2025

Villa Park – Ardmore Avenue at UPRR Grade Separation

Phase I Engineering

Scope of Services



Prepared for:



**CDM
Smith**



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Introduction

This project includes Phase I Engineering and Environmental Studies (Phase I Study) for a proposed multi-modal grade separation for the crossing of the Union Pacific Railroad (UPRR) within the Village limits. The project is in the Village of Villa Park, DuPage County. Utilizing the findings made in the previous Grade Separation Feasibility Study completed in 2024, the Phase I study will incorporate the data gathering and analysis, stakeholder input, and environmental screening as well as the location and design recommendations made in the report.

Due to the nature of the proposed grade separation complexity and potential impacts, it is expected that the project will be processed as an Environmental Assessment (EA) per Title 40 of the Code of Federal Regulations (CFR). By following CFR requirements, the project remains eligible for federal funding. The EA process will either result in a Finding of No Significant Impact (FONSI) or identify the need for an Environmental Impact Statement (EIS) which requires additional, more detailed environmental studies. This scope assumes that the EA will result in a FONSI; therefore, the additional environmental scoping required for an EIS is not included in this project.

The Village of Villa Park (Village) will be the Local Public Agency (LPA), while the Federal Highway Administration (FHWA) will serve as the "Lead Agency" as defined in Illinois Department of Transportation (IDOT) policy for locally-led Phase I engineering projects likely to be processed as an EA. IDOT has a programmatic agreement with FHWA to serve as their proxy for project development and will utilize their District One (D1) Bureau of Local Roads and Streets (BLR&S) staff to verify that federal requirements are met. Those requirements are summarized in the BLR&S Manual which also references the IDOT Bureau of Design and Environment (BDE) manual for much of the EA documentation requirements. The study will include evaluation of transportation, environmental, structural, roadway, and stormwater improvements. The engineering and construction of these improvements will utilize a combination of local, state, and/or federal funding. As such, the study will be coordinated with the IDOT D1 BLR&S and the FHWA. The Phase I Study will utilize CAD drafting based on MicroStation ORD 3-D modeling in compliance with IDOT CAD Standards.

The Phase I Study consultant team includes CDM Smith as the prime consultant, and the following additional subconsultants, with task involvement as follows:

- RINA (structural QA/QC, railroad study, drainage, and cost estimating)
- Atlas Engineering Group (traffic counts)
- American Survey (surveys)
- Terracon (geotechnical surveys, analysis, and reports)

Based on the results of the previous Feasibility Study, the recommendation was to proceed with a grade separation of the UPRR at Ardmore Avenue for both motorized and non-motorized users. The Phase I Study will include an updated evaluation of alternatives and more detailed analysis related to geometric, drainage, structural, and the environmental studies necessary for the processing of an EA, as well public involvement activities as required per National Environmental Policy Act (NEPA) and the IDOT BLR&S Manual.

In addition to IDOT and FHWA coordination, other key project stakeholders are anticipated to include, but are not limited to, the UPRR, Metra, Illinois Commerce Commission (ICC), the DuPage County Division of Transportation (DuDOT), Pace Bus, and adjacent property owners.

On the above basis, the scope of services associated with completion of the Phase I Study for this project includes the following tasks. Specific exclusions to the scope of services are listed within each task and/or at the end of this document.

Task 1. Data Collection and Compilation

This task includes collection of data required for completion of the Phase I Study. This will require coordination with the Village, DuPage County, and IDOT, as well as other applicable agencies. It is assumed that data collected by others from recent Phase I Engineering projects for the Village will be shared with CDM Smith. This data will be evaluated and supplemented by additional data collection efforts and field visits to verify necessary information is collected. Where possible, data to be collected and provided by others includes, but is not limited to:

1.1 Initial Project Joint Field Review

CDM Smith will conduct a 2-hour on-site multi-discipline site visit with the client to discuss site constraints, operational and access issues, potential for property implications, etc. CDM Smith will provide up to four (4) ~~5~~ staff including the Project Manager and Project Engineer ~~as well as the public involvement lead, drainage lead, and architectural leads~~ as well as two other staff. After the meeting, the team will summarize the information discussed and direction received from the client. In a meeting summary to be shared with the rest of the consulting team and sub consultants as appropriate.

1.2 Obtain, Record, and Review of Existing Data

This work is expected to be done by others and provided to the CDM Smith team review, dissemination, and analyses. Hours for review of documentation are included in the level of effort for this task.

- Record roadway, drainage, and structures plans - provided by Village
- Record roadway centerline and right-of-way plans - provided by Village
- Latest 5-years of Crash Data for the study area, anticipated to be 2019-2024, and the latest Safety Tier data - provided by Village
- Available existing traffic data and traffic analysis files - provided by Village
- Available GIS data (aerial photography, contour mapping, environmental resources (wetlands, cultural resources, special waste), property lines, tax parcel maps, utilities, etc.) - as provided by Village and DuPage County (via Village request)
- Available survey control, benchmark, and survey datum information - as provided by Village and DuPage County (via Village request)
- Survey Right-of-Entry letter from the Village - provided by Village
- Drainage atlases - as provided by Village and DuPage County (via Village request)

- Available flooding history records and drainage complaints - provided by Village
- Existing and proposed land use and zoning maps, comprehensive plans - provided by Village
- Existing and proposed bicycle route maps - provided by Village
- NOTE - All data collection is assumed to be provided by the Village

1.3 Supplemental Field Reviews

CDM Smith will conduct up to ~~four~~two additional field reviews at four hours (2 hr visit and 2 hr travel) each with three staff.

The data collected under this task will be compiled into a project GIS database for reference and future use as part of the alternatives evaluation process, public involvement, and agency coordination. The GIS database will be maintained throughout the Phase I Study process, including updates with new or additional information as applicable.

The information received from the Village in Tasks 1.1 through 1.3 is information will be documented in a technical memorandum as the Existing Conditions Review and Assessment. CDM Smith will notify the Village of any missing or incomplete data sets.

Deliverables

- Existing Conditions Review Summary and Assessment for Completeness

Direct Costs

- Mileage
- Traffic and Origin Destination Data Purchase

1.4 Project Quality Meeting

Conduct PQM Meeting with Villa Park staff to identify project expectations, goals, and priorities, and document these into critical success factors (CSF) to be used throughout the project duration. CDM Smith will provide a trained PQM workshop facilitator that is independent of the project team to guide the workshop. CSF's will help guide the Phase I process and ensure that key Village priorities remain at the forefront of project decision-making during the NEPA process.

Task 2. Topographic Surveys and Utility Coordination

This task will rely on data obtained by others in the project area. The work outlined in this task includes completion of various supplemental surveys within the project area that are outside of the work performed by others. Anticipated supplemental survey information for the Phase I Study area includes topographic survey, property boundaries, and track survey. Supplemental utility information will also be gathered during the topographical survey. Assumptions for the supplemental survey will need to be coordinated with the work performed by others to verify the required information is collected for this project scope and is not redundant.

Commented [SP1]: This may imply that we are assessing the actual data. I think we want this to say that we are assessing the completeness of the data.

Commented [IL2]: Review this after we receive revised scope from American Surveying. If after reductions, the cost is still too high may need to reduce the track survey even further and maybe add a descriptive work such as "limited" or "minimal" track survey "to establish existing alignment and profile.

The survey will be performed by American Surveying and Engineering and their proposed scope and fee is included in **Appendix A**. CDM Smith's scope of work for this item will consist of coordination with the surveyor and review of the deliverables.

Task 3. Crash Analysis

It is anticipated that work done by others in the project area will provide the CDM Smith team with the crash analysis for the project area, identifying key safety concerns, appropriate countermeasures, and predict safety benefits of alternatives considered to aid in overall screening of alternatives.

It is anticipated that crash summary tables and collision diagrams will be prepared by others and provided to the CDM Smith team identifying crash types and locations along Ardmore Avenue between Division Street and Vermont Street, evaluating roadway segments and the intersection with Terrace Street and the existing UPRR at-grade crossing. One site visit by the CDM Smith team will be conducted to support the findings and conclusions reached by others, which will be documented via a Crash Analysis Technical Memorandum. The crash analysis will be based on data obtained from IDOT and/or the Village for the most recent 5-year period of available data, anticipated to reflect 2019-2024. Two updates to the crash summary technical memorandum are anticipated based on the IDOT release of subsequent year data.

Safety countermeasures and Crash Modification Factors (CMF) will be identified for alternatives considered as part of this project for the crash analysis (Level 1), as applicable, per the Highway Safety Manual (HSM) and/or as required by IDOT and/or the Village.

Deliverables

- Crash Analysis Technical Memorandum

Direct Costs

- Mileage
- Postage

Task 4. Supplemental Traffic Counts, Projections, and Analysis

4.1 Traffic Counts

There are eight intersections within the Phase I Study area that are along the primary existing route and those intersections that may be utilized in detour routes. It is anticipated that that traffic volumes for all intersections along Ardmore will be collected by others, and the data provided to CDM Smith for this contract project.

For the additional intersections outside the scope of that covered by others, the CDM Smith team will conduct 24-hour full-classification intersection Turning Movement Counts (TMC) including motorcycles, cars, buses, single and multi-unit trucks, and bicycles and pedestrians and pedestrians and bicycles on crosswalks, using Miovision Scout cameras. Count data will be processed by Miovision, and intersection and turning movement reports will be provided in 15-minute and 60-minute increments, respectively. Scope included in the traffic count collection is included in **Appendix B**.

Anticipated Supplemental TMC Count Locations:

- Vermont Avenue at Villa Avenue
- Vermont Avenue at Addison Road
- Division Street at Addison Road
- St. Charles Road at Villa Avenue

Origin and destination information is also anticipated under this scope of work. Use of third-party data provider, Replica, to supply the data is included as a direct cost for this effort.

We will conduct a 24-hour pathway study to count pedestrians and bicycles traveling on up to four parallel pathways. A pathway is defined as any visually discernible, unique area at a study location designated for processing pedestrian and bicycle traffic data at TMC count locations. Traffic reports will be provided in 15-minute and 60-minute increments, respectively.

Pathway Locations:

- Railroad crossing at
 - Villa Avenue
 - Ardmore Avenue
 - Addison Road

Deliverables

- 24-hour Daily and Turning Movement Count Reports at 4 locations
- Pathway Study Results

Direct Costs

- Mileage
- Equipment Usage Fees

4.2 Traffic Projections (to be coordinated with ~~Civiltech-Ardmore Streetscape Design~~ contract)

The consultant team will coordinate with the Village ~~and the Chicago Metropolitan Agency for Planning (CMAP)~~ to obtain 2050 traffic projections for the project No-Build scenario (no grade separation) and use this projection as the growth assumption for the project Build scenario (grade separation at Ardmore). The ~~No-Build~~2050 projections are anticipated to be completed by others and made available to CDM Smith for this project study.

For the 2050 No-Build scenario and ~~each of the the preferred alternative-Build~~ scenario, AM and PM Design Hour Volumes (DHVs) will be prepared only for the intersections of Ardmore Avenue with Division Street, ~~South Metra lot access,~~ Terrace Street/North Metra Lot Access, and Vermont Street, based on CMAP traffic projections provided, for purposes of completing capacity analysis for ~~each the preferred~~ alternative.

4.3 Traffic Analysis

A ~~Level 1~~ traffic analysis will be completed using Highway Capacity Manual methodology for the weekday AM and PM peak periods for the intersections discussed in Task 4.2B. The Existing and 2050 No-Build scenarios are anticipated to be completed by others and made available to CDM Smith for this project study. That analysis will aid in the development of the project Purpose and Need statement and establish the baseline for consideration of alternatives. This work also assumes that traffic analyses as performed for the Ardmore Streetscape project will be made available –thus eliminating additional analysis effort required by the CDM Smith Team for the following:

- Existing Conditions (AM and PM peaks) – Provided by others
- 2050 No-Build Scenario (AM and PM peaks) – Provided by others
- ~~2050 Build Alternatives (up to three alternatives, AM, and PM peaks)~~

The 2050 Build Alternative will include an evaluation of the –AM and PM peak hours and will be prepared only for the intersections within the project area including, Ardmore Avenue with Division Street, Terrace Street/North Metra Lot Access, and Vermont Street. The result of the ~~Level 1~~ traffic analysis will be to verify the operational performance of the intersections within the project area under the preferred alternative. identify the alternative or alternatives to be carried forward to Level 2 for concept design development.

4.4 Traffic Analysis Report

~~A Traffic Analysis Report (TAR) will be prepared to document the data collection, methodology, results, and recommendations resulting from the completed traffic analysis. The recommended improvements based on traffic operations will be incorporated into the Alternative Analysis to identify a Preferred Alternative. Exhibits are anticipated to include tables with Level of Service (LOS), delay, 95th percentile queue, and volume-to-capacity (v/c) ratio, intersection schematics, traffic signal warrant analyses, and maps, as necessary.~~

Task 5. Alternative Geometric Studies and Alternative Analysis

The Alternative Geometric Studies work task includes all work required to develop preliminary geometric alternatives, based on data analyses, stakeholder input, and environmental surveys. Coordination with other contracts will be necessary to verify proposed improvements to Ardmore Avenue are accounted in the alternative geometric studies. It is assumed that any proposed improvements to Ardmore Avenue identified through other contracts will be defined and provided to CDM Smith prior to the start of the alternative geometric studies. Any delays in obtaining this information will require an adjustment to the project schedule and fee if the proposed improvements to Ardmore Avenue result in rework in effort already completed for the alternative geometric studies.

5.1 Design Criteria

The design criteria previously established during the feasibility study will be further refined and updated as necessary based on current design standards, data collected from Tasks 1 through 4, and stakeholder requirements (UPRR, IDOT, ICC, Metra, DuDOT, and FHWA).

Commented [IL3]: Added this because the previous sentence provides the assumption, but does not indicate what is the consequence of not receiving the information on time.

5.2 Concept Alternatives

Initial UPRR grade-separation concepts will be developed for Ardmore Avenue and up to three other locations as reviewed in the previous Grade Separation Feasibility study completed by CDM Smith in 2024. CDM Smith will review concepts and compare them against the draft purpose and need statement. Any concepts that meet the purpose and need statement will proceed to the alternatives analysis task.

5.3 Alternatives Analysis

Based on the topographic survey and identified corridor deficiencies, preliminary geometric alternatives will be developed and evaluated for stakeholder coordination. Typical proposed cross-sections will also be developed at this stage.

The CDM Smith team will identify and document the appropriate design criteria to be used for the geometric alternatives development based on the IDOT Bureau of Local Roads and Streets (BLR&S) Manual, the IDOT Bridge Manual, and the IDOT Bureau of Design and Environment Manual (BDE). CDM Smith will summarize these criteria and share with all team members within the first thirty days post notice to proceed..

For the initial scope of work determination, this effort will include development of up to ~~five-four~~ preliminary build alternatives including the no-build alternative as part of the overall project alternatives development and evaluation process, with initial input provided by the stakeholders. The ~~five-four~~ preliminary alternatives are anticipated to be as follows:

1. No-Build Alternative
- ~~2. Underpass Alternative #1 (tunnel)~~
- ~~3-2.~~ Underpass Alternative #2 ~~(bridge)~~
- ~~4-3.~~ Overpass Alternative
- ~~5-4.~~ Ped-Bike Only Underpass Alternative (tunnel)

For each preliminary alternative, plan, ~~and~~ profile and critical cross sections will be ~~developed-templated~~ to determine preliminary right-of-way needs for assessment of environmental and adjacent property impacts and cost estimates (by RINA). It is assumed that the underpass alternative will consist of a depressed profile for Ardmore Avenue with a new railroad bridge above for UPRR (maintaining the current UPRR alignment). A tunnel alternative that accommodates highway traffic will not be included as part of the Phase I study. In addition, the following factors will also be considered:

- Adherence to Design Standards
- Pedestrian/Bike Path Accommodation Requirements
- Railroad Operation and Clearance Requirements
- Environmental Impacts
- Structural and Geotechnical Requirements (Bridge, Retaining Walls)
- Drainage Impacts (Stormwater, Pumping Station)
- Utility Relocations
- Construction and Staging Area Requirements

It is anticipated that coordination meetings will be required with Villa Park, IDOT, FHWA, and the public to discuss the development of the preliminary alternatives. After presentation to these groups, it is anticipated that revisions to the preferred alternative will be required based on input. Scope related to stakeholder involvement is outlined in more detail in **Task 15 - Agency Coordination and Public Engagement**.

5.4 Preferred Alternative

Upon selection of a Preferred Alternative based on coordination with Villa Park and the stakeholders, CDM Smith will complete detailed preliminary plan, profile and cross-section studies as required to complete Phase I engineering. This includes horizontal and vertical geometry, templated existing/proposed cross sections, and right-of-way/easement determination for the project.

CDM Smith will prepare preliminary plan and profile sheets showing existing and proposed horizontal and vertical geometry at a scale of 1"=50' along Ardmore Avenue and Terrace Street as necessary. The proposed geometry will be set to meet all applicable design criteria and to minimize right-of-way and easement requirements to the extent possible, while also considering drainage and environmental mitigation needs, refined pedestrian and bicycle accommodation needs and construction staging needs. Typical sections for the proposed improvement will be developed consistent with the level of detail for this design stage.

Commented [SP4]: @Carroll, Jessica L. I think we should be very specific about how we treat Terrace street in tasks 5.3 and 5.4.

Existing and proposed cross-sections will be templated at 50' intervals and at all side streets, driveways and other grade controlling features on Ardmore Avenue within the limits of the proposed modified profile and in no cases south of Division or north of Vermont. Terrace Street cross-sections will also be templated if profile is modified only between east of Princeton or west of Ardmore and at all side streets, driveways and other grade controlling features to determine right-of-way and easement requirements, ~~wetland impacts (if/where present)~~, ditch/swale locations and drainage patterns, and fine-tune the proposed vertical geometry. Existing conditions cross-sections will be developed using the topographic survey. These cross-sections will show existing right-of-way, existing grade/ground elevation, proposed grade (top surface only), and proposed right-of-way and easements where necessary. Potential utility conflicts and relocation needs will be identified and discussed in the combined design report, as well as being illustrated on the plan and profile drawings. Any design variances required for the proposed improvement will be identified and documented via BLR Form 22120 "Approval of Design Variance."

During this task, it is expected that additional coordination/review will occur with Villa Park, IDOT, the FHWA, and the stakeholders for review and/or comment/concurrence. At the end of this task, the project team will have completed preliminary geometry and identified the proposed project limits including the proposed right-of-way acquisitions and easements for presentation at the project Public Open House.

This task also includes development of the construction cost estimate for the Preferred Alternative.

Deliverables

- Development of up to five-four concept alternatives (includes the no-build alternative)
- Alternatives analysis (assume four-three build alternatives and one (1) no-build alternative) documentation
- Coordination meetings with Villa Park, IDOT, FHWA, UPRR, Metra, and ICC

- Develop detailed geometry for the Preferred Alternative
- Proposed templated cross-sections at 50' intervals and critical locations
- Development of right-of-way/easement requirements based on geometry, drainage, environmental, ped/bike, and construction staging considerations and mapped on aerials
- Identification and documentation of utility conflicts
- Process and document any design variances
- Prepare 30% level plans for the preferred alternative (plan and profile, and cross-sections)
- Prepare high-level cost estimates for the five-four alternatives (RINA)
- Prepare more detailed construction cost estimate for the Preferred Alternative (RINA)

Direct Costs

- Mileage

Task 6. Railroad Study

The existing horizontal alignment and profile of the rail line will be defined evaluated based on the information collected in the topographic survey, and cross referenced with the records obtained from the UPRR. The existing alignment and profile will serve as the basis for the conceptual layout for the railroad crossing/grade separation at Ardmore Avenue. It is anticipated that five-four alternatives will be investigated for the crossing of the UPRR with Ardmore Avenue. These include:

1. No-Build Alternative
2. Underpass Alternative #1 (tunnel)
3. Underpass Alternative #2 (bridge)
4. Overpass Alternative
5. Ped-Bike Only Underpass Alternative (tunnel)

The railroad study will be completed by RINA and the proposed scope is included in Appendix D.

■ NOTE - this scope of work assumes that no modification to railroad alignment will be required.

Task 7. Geotechnical Investigation

A geotechnical study is critical for this project as it provides essential information about the project area's soil/subsurface conditions, groundwater table, and potential risks, including settlement or slope instability. This detailed data is required for the design of foundations, embankments, tunnel, and retaining structures for both the roadway and the railway, ensuring the project's long-term safety and performance.

The subsurface investigation program will be completed by Wang Engineering and the proposed scope is included in **Appendix C**.

~~If the Ped-Bike Only Underpass Alternative (tunnel Option 5) is selected as the recommended alternative and the completed soil borings are farther than 50 feet from the proposed location of the ped-bike only tunnel, additional soil borings will be required to support the development of the type, size, and location drawings.~~

Deliverables

- Geotechnical Data Report
- Geotechnical Memorandum with Recommendations

Direct Costs

- Mileage

Task 8. Structural Study

The scope of work under this task encompasses structural analysis and preliminary design services for a new grade separation at Ardmore Avenue and UPRR crossing in Villa Park. The project seeks to eliminate the existing at-grade crossing by evaluating and advancing alternative concepts to separate vehicular and pedestrian traffic from the active railroad corridor. The alternatives include:

1. No-Build Alternative
- ~~2. Underpass Alternative #1 (tunnel)~~
- ~~3-2.~~ Underpass Alternative #2 (bridge)
- ~~4-3.~~ Overpass Alternative
- ~~5-4.~~ Ped-Bike Only Underpass Alternative (tunnel)

Specific work tasks and deliverables will include:

8.1 Design Criteria

The structural scope will begin with the evaluation of the data collection, followed by the preparation of design criteria, ensuring conformance with applicable standards and guidelines including those from AASHTO, AREMA, UPRR, Metra, IDOT, and other relevant local requirements. This task will also include coordination with the UPRR and Metra to confirm railroad-specific structural design requirements and identify any construction limitations or restrictions for this specific site, such as track outage windows or staged construction allowances. Coordination with UPRR will be ongoing throughout the project to confirm the structural design and operational criteria are followed, vertical and horizontal clearance requirements are met, appropriate live loads and impact factors are used for design, and any temporary or permanent access restrictions are maintained.

A structural design criteria memorandum will be prepared as part of this task summarizing applicable standards and design assumptions.

8.2 Conceptual Design and Alternative Analysis

For the bridge overpass alternative (Alternative 43), the structural investigation will include a conceptual bridge design to span the existing railroad tracks, ensuring adequate vertical clearance as defined by UPRR and IDOT. This will also include preliminary geometrics and layouts for the retaining walls required at the bridge approaches while investigating any constructability concerns or site constraints to minimize impacts to adjacent real estate and utilities.

For the roadway-underpass alternative (Alternative 32), structural efforts will focus on the design of a depressed roadway section beneath the UPRR tracks, including the design of temporary support systems to enable staged excavation and construction beneath the railroad only effecting one track at a time. It will also include preliminary design of a railroad bridge supported on tall wall abutments. This approach will require careful phasing and close coordination with UPRR to minimize rail disruptions during construction. Permanent retaining walls, foundation systems, and drainage accommodations will also be evaluated.

For the ped-bike only tunnel underpass alternatives (Alternatives 2 and 54), structural coordination with the geotechnical team will be critical to assess soil and groundwater conditions to determine feasible tunneling (e.g., box jacking) or cut-and-cover approaches. This will include evaluation and conceptual design for the temporary soil retention systems, tunnel linings, and permanent retaining structures. Consideration of loading conditions from both the rail and surrounding soil masses will guide the structural geometrics and configuration. Under this alternative the goal will be to minimize or fully eliminate operational disruptions to the railroad tracks. For purposes of the conceptual design and alternatives analysis, it is assumed that, regardless of the location of the Ped-Bike Only Underpass Alternative (tunnel), the soil conditions will be the same as those captured by the planned borings along Ardmore Avenue.

Conceptual structure layouts and comparison matrices for each alternative will be prepared as part of this task to support public outreach efforts.

8.3 Structural Calculations

Each alternative will be supported by appropriate preliminary design calculations and conceptual layouts. Structural calculations will be limited to those necessary to aid in establishing preliminary sizes of main structural components such as bridge superstructure (beams and deck), substructures (abutments and piers), retaining walls, and foundations (piles, footings, etc.). Calculations for determining reinforcement of concrete elements, connections, bearings, joints, and any other secondary structural components, are not included as part of this effort. When available, the use of design aids and tables (e.g., AASHTO LRFD span-to-depth ratios, IDOT Bridge Manual design charts) will be prioritized in establishing sizing of main structural components.

It is assumed that minimal and conservative calculations will be completed for purposes of the studying the feasibility evaluation of the ped-bike only underpass alternative (tunnel). This may include a qualitative comparison between the project site soil data to other similar tunnel projects to serve as the basis for establishing the tunnel geometry for alternatives analyses. If the For the ped-bike only uUnderpass aAlternative (tunnel)-#1 (tunnel), is selected as the preferred alternative, the calculations will include development of a preliminary soil-structure interaction model to estimate surface settlements underneath the existing railroad tracks and confirm they are within acceptable ranges. Calculations may also include and, if necessary, analyzing ground improvement options necessary to control settlements. The

~~calculations from the Underpass Alternative #1 (tunnel), will be conservatively used, to confirm feasibility of the Ped-Bike Only Underpass Alternative (tunnel).~~

8.4 Construction Phasing

Construction phasing considerations will be integrated into the design development for each alternative and will be done in concurrent with Task 5.3. This will include evaluation of temporary construction access, traffic detours, and staging concepts necessary to maintain rail and limited vehicular and pedestrian traffic during construction. Special attention will be given to minimizing disruption to UPRR operations, and constructability reviews will be performed to identify risks and sequencing constraints. Phasing narrative and staging concept diagrams will be prepared for the proposed alternative.

8.5 Preliminary Cost Estimates

Preliminary construction cost estimates will be prepared for each alternative (RINA). These estimates will be based on typical unit costs and recent bid histories for similar work in Illinois, and will include structural components, temporary works, and contingencies. The comparative cost assessment will support alternative evaluation and selection.

8.6 Life Cycle Cost Analysis

A Life Cycle Cost Analysis (LCCA) will be developed for each alternative (RINA) to determine future maintenance costs throughout the service life of the structure. A service life of 100 years will be assumed for the LCCA.

Deliverables

- Documentation of design criteria
- Conceptual structure layouts and comparison matrices for each alternative
- Documentation of structural calculations
- Geotechnical Memorandum with Recommendations
- Documentation of detour analysis
- Preliminary and lifecycle cost estimates for each alternative

Task 9. Preliminary Electrical and Lighting Study

This scope of work includes the electrical and lighting engineering planning services required in support of the Ardmore Avenue grade separation project in Villa Park, Illinois, near the UPRR and the Villa Park Metra Station. The electrical scope supports the analysis and preliminary design of grade separation alternatives, including overpass, underpass, and tunnel options, with a focus on safety, reliability, and integration with other disciplines.

A primary component of this scope is the evaluation of electrical service and backup power requirements for stormwater pumping stations, necessary to maintain dry and passable conditions for the underpass ~~and tunnel alternatives~~. The electrical engineering team will work closely with the drainage and structural teams to define

TASK 9. PRELIMINARY ELECTRICAL AND LIGHTING STUDY

pumping station capacity, operating scenarios, and control system requirements. This evaluation will include:

- Calculation of electrical loads for all pump station equipment, including multiple pump configurations, control panels, ventilation systems (if required), and monitoring devices.
- Selection of pump motor starting and control method.
- Identification of available utility services near the site, including coordination with local electrical utility provider (ComEd) to confirm service voltage, and connection options.
- Selection of required electrical service voltage, configuration, capacity, metering, and protection equipment.
- Selection of electric service entrance equipment, e.g. switchgear, motor control center.

To prevent flooding during outages of the electric utility service, power continuity needs will be analyzed to develop a preliminary standby power design. The electrical team will evaluate and provide preliminary design recommendations for the following options:

- Standby generator selection: Selection of diesel or natural gas fuel, determination of required capacity, selection of enclosure, automatic transfer switches, fuel storage, and environmental controls.
- Uninterruptible Power Systems (UPS) for low-voltage, control and communications equipment.
- Load management strategies to extend system uptime and protect essential equipment.
- Provisions for continuity of service during repairs or required maintenance of the standby power system components.

The electrical team will coordinate with the Village of Villa Park Public Works Department and other local agencies to review the proposed electrical and monitoring systems, gather feedback on operational preferences, and define long-term maintenance responsibilities. This coordination will verify that the selected systems align with available staffing, budget, and maintenance practices. Backup system refueling or inspection requirements will also be considered during this task.

In addition to pump station design, the electrical scope includes preliminary development of a conceptual design of roadway and pedestrian lighting systems for each the preferred build alternative:

- Overpass: lighting of bridge decks, approaches, and any relocated or new intersections.
- Underpass and tunnel: low-glare, continuous lighting to enhance visibility and safety in enclosed or below-grade conditions.
- Pedestrian routes: lighting compliant with IDOT and local safety standards.
- Coordination with UPRR and Metra lighting requirements.

The team will also evaluate existing electrical utilities within the project corridor to identify conflicts or relocation needs due to the proposed structures. Coordination with ComEd and other utility providers will be documented.

Deliverables

- Electrical load calculations and service sizing for pumping station(s)
- Conceptual layout of electrical service, distribution, and equipment locations
- Backup/emergency power system ~~analysis-assessment~~ and ~~preliminary-conceptual plan~~~~design~~
- Concept lighting ~~plans-and-preliminary-photometric-calculations~~~~sscheme~~ for ~~build~~ alternatives
- Utility coordination memorandum for electrical infrastructure
- Summary of coordination with local public works for operations and maintenance planning
- ~~Conceptual~~ ~~E~~cost estimates for all electrical, lighting, and monitoring components
- Draft and final electrical narrative for inclusion in the Phase I Project Development Report

Task 10. Architectural Design & Visualizations

~~This scope of work includes the architectural design designincludes design services required in support of the Ardmore Avenue grade separation project in Villa Park. The architectural designThe design scope supports the communication of the preferred alternatives, including overpass, underpass, and tunnel options, with a focus on user experience, aesthetics, safety, and accessibility.inalternatives, in order to convey design intent to the Village, the public, and other stakeholder groups.~~

~~The design scope will also include definition of design criteria including applicable standards and guidelines from Metra, UPRR, and applicable building and accessibility codes.~~

~~Upon selection of a preferred alternative, final photorealistic renderings will be prepared for the preferred alternative.~~

Deliverables

- ~~Design criteria memorandum summarizing applicable standards and design assumptions~~
- ~~Final renderings (up to three views with up to two revisions each)~~

Task 11. Preliminary Structure Design and Hydraulic Reports

The following Preliminary Structure Design and Drainage Reports will be prepared as separate documents and will be referenced in the preliminary bridge design and hydraulic report (PBDHR):

- Type, Size and Location Drawings

- Location Drainage Study
- Pump Station Hydraulic Report

11.1 Structure Report and Type, Size, and Location Drawings

A structure report will be developed for the selected alternative following the requirements of IDOT Bridge Manual, Section 2.3.4.1. ~~Should the tunnel alternative be selected, IDOT BBS 153 form will be used as the basis for developing the structure report and relevant attachments.~~ If the selected alternative includes new bridges, IDOT BBS 153 will become the structure report deliverable along with any associated attachments. Some examples of attachments for the structure report include drawings or photographs necessary to define special conditions, such as highway and railroad templates, plan and profile sheets, existing survey data, and deck drainage calculations (if applicable).

A Type, Size, and Location (TS&L) drawing will be developed for the selected alternative in accordance with IDOT requirements. The TS&L drawings will show the proposed structure's footprint, typical sections, preliminary span configurations, vertical and horizontal clearances, applicable design criteria, and locations of major structural elements including walls, abutments, and piers (if applicable). In the case that a bridge structure is selected, IDOT BLR Form 10210 will be completed as part of this task.

~~The effort included for the TS&L assumes that the tunnel underpass alternative is selected and requires only a single TS&L.~~ If a different preferred alternative is selected that IDOT BBS requires more than one TS&L (e.g., one TS&L per bridge, and separate TS&L for retaining walls), a ~~contract amendment task order modification~~ will be required to capture the additional effort necessary to develop the additional TS&L drawings.

11.2 Drainage Study

This report will follow the IDOT Location Drainage Study (LDS) format however a narrative will be provided in lieu of the LDS outline (RINA) for the preferred alternative. The Drainage Study will summarize the existing drainage conditions, impact of the proposed roadway improvement to existing, and describe the proposed drainage system and any alternatives evaluated. The existing drainage plan and proposed drainage plan will be attached as exhibits. Pertinent correspondence and calculations will be included in the appendix. As this work is also being performed by others in the corridor, we will obtain their drainage study/report and update as part of our scope of work.

11.3 Pump Station Hydraulic ~~Analysis~~ Study

This task will be completed in two parts. For Part 1, our team will conduct a preliminary investigation to determine whether an underpass (grade separated structure) at the UPRR could be drained by gravity or if a pump station would be required. Additionally, if it is determined that a pump station would be required, a conceptual design of the pump station will be performed to develop an engineer's order of magnitude construction cost estimate using historical unit costs for major items.

Should it be determined that an underpass (grade separation structure) be needed, Part 2 of this work will proceed to finalize a conceptual plan (RINA) the preliminary design of the pump station for purposes of physical site sizing and cost estimating. If it is determined that a hydraulic report will be prepared is necessary -for the pump station (not included within this scope) the report will have to be completed in Phase

~~II or as part of an ammendment.to this contract.as per Chapter 13 of the IDOT Drainage Manual and will follow the IDOT Pump Station Hydraulic Report format.~~

Deliverables

- Type, Size and Location Drawings
- Location Drainage Study
- Pump Station Hydraulic ~~Report~~Assessment

Task 12. Traffic Control Plan (TCP) Strategies

Since Ardmore Avenue is not considered a significant route per the IDOT significant route mapping tool, the Traffic Management Analysis is only required to provide a Traffic Control Plan (TCP) strategies. Our team will prepare a TCP for construction of the Preferred Alternative. This will include a determination of the method for construction staging and traffic maintenance, including an evaluation of the need for temporary pavement and/or marked detours, which will include coordination with Villa Park, DuPage County, and IDOT. The need for temporary construction easements will be evaluated for inclusion on the proposed plan and cross-sections. This task will be summarized in a TMA report for this project that is anticipated to be included in the PDR as an appendix.

- Determine stage construction methodology
- Determine traffic maintenance requirements including detours
 - Determine temporary construction easement needs
 - Identify and describe safety impacts of TCP alternatives
 - Describe mobility impacts (predicted queues with delays)
 - Evaluate costs for feasible TCP strategies
- Evaluate and Select TCP (detour or stage construction)
- Prepare detour plan
- Prepare preliminary TCP technical memorandum for review by Villa Park
- Prepare Final TCP technical memorandum with disposition of comments
- Coordination meetings
 - One presentation to District 1 Detour Committee
 - Presentation of approved plan to CBLRS and FHWA at BLRS Coordination meeting

Deliverables

- TCP Technical Memorandum

Task 13. Environmental Assessment

The decision to process the project as an EA or as a Categorical Exclusion (CE) will be based on the level of potential environmental impact and controversy. This will be assessed upon receipt of the results of environmental surveys and the Initial Public Open House. We will then use the flow chart in BLRS Figure 19-1A to determine the type of environmental processing most suitable for this project. For scoping purposes, preliminary investigations indicate potential for environmental impact and/or controversy. As such, this initial project scope will include effort for the preparation of an EA.

An EA, as defined in Chapter 18 of the BLRS Manual is a concise public document for which a federal agency is responsible that serves to briefly provide sufficient evidence and analysis for determining whether to prepare an EIS or a FONSI. This work task includes the development of a Preliminary/Draft EA (Pre-Public Hearing) and a Final EA (Post-Public Hearing) with all associated work tasks as follows:

13.1 Preliminary EA

Development of the Preliminary EA includes all work necessary to prepare and submit the Preliminary EA for agency review and approval to proceed to a Public Hearing for the Preferred Alternative.

It is anticipated that this will include two submittals with the first for Villa Park, IDOT, and FHWA review. Based on comments received from this review, a revised Preliminary EA will be resubmitted with disposition of comments, for circulation to resource agencies by FHWA during the public comment period and holding of the Public Hearing. It is assumed that this project will not be processed through the NEPA/404 Merger process.

The specific work tasks associated with ~~development~~the development of the Preliminary EA are as follows:

13.2 Environmental Data Collection, Coordination, Inventory and Analysis

The environmental data collection process includes site visits as well as queries of resources and organizations for project specific information. This work is being performed by others. CDM Smith will coordinate with others prior to preparing the ESR. As this work may be supplemental, anticipated tasks are that CDM Smith will perform an initial environmental field reconnaissance work and submit an Environmental Survey Request (ESR) to IDOT for processing, prepare a photo log of any potential historic structures along the corridor for submittal with the ESR.

The Special Waste Preliminary Environmental Site Assessment (PESA) will be prepared by CDM Smith for the project limits for this project. This will be coordinated with others to eliminate duplicate work.

CDM Smith will perform a screening to identify the potential presence of wetlands and waterways. Based on existing desktop resources, wetlands are not present and wetland impacts are not anticipated. A detailed wetland and waterway delineation and Wetland Impact Evaluation (WIE) documentation through IDOT is not included in this scope.

Trees will be located by station-offset and size as part of the project survey for the corridor and evaluated with respect to species and health.

At this time, a Section 4(f) Evaluation and a Section 106 Evaluation/Statement of Effect are not anticipated to be required for this project.

Exclusions:

- There are no public recreational facilities adjacent to the project area and no known historic resources (districts or structures). On this basis, it is not anticipated that Section 4(f), 6(f) or 106 reviews will be required for the project.
- There are no wetlands or waterways onsite and detailed delineations are not anticipated to be required for the project.

13.3 Traffic Noise Analysis

Our team will prepare the traffic noise analysis for the Preferred Alternative using the FHWA Traffic Noise Model (TNM). The noise analysis will be completed following IDOT policies and procedures in the *Highway Traffic Noise Assessment Manual*.

Data collection for noise analysis includes information on land uses, traffic volume data, existing roadway design features (i.e., speed limits, roadway elevation, and ROW limits), and sensitive receptor locations. Potential sensitive receptor locations will be identified within adjacent residential areas, based on the traffic data and horizontal and vertical roadway alignments. Existing noise measurements will be conducted as part of this noise analysis to calibrate the model. A summary report will document the findings. Noise impacts to sensitive receivers are not anticipated and a detailed evaluation of noise abatement measures and the solicitation of viewpoints are not included in this scope of work.

13.4 Air Quality Analysis

Air quality will be evaluated for the worst-case sensitive receptor within 1,000 feet of the Preferred Alternative. Input data sheets will be provided to IDOT for conducting air quality analysis using the Illinois Carbon Monoxide Screen for Intersection Modeling (COSIM) Pre-screening tool. A micro-scale air quality analysis is not anticipated to be required at this juncture.

CDM Smith will coordinate with CMAP to verify that the project is included in the regional air quality conformity analysis and a Transportation Improvement Program (TIP) number is assigned.

13.5 Wetland Impact Evaluation Forms/Process

CDM Smith will complete Wetland Impact Evaluation (WIE) forms for the Preferred Alternative as required for each wetland that is impacted. This includes preparing the WIE forms, associated exhibits, and identifying mitigation/avoidance options for impacted wetlands.

Specific tasks include the following:

- Compile Wetland Impact Evaluation Forms
- Prepare Exhibits

Commented [SP5]: @Walsh, Kevin J. can you modify this language to show that no submittals will be made for WIE?

Commented [KW6R5]: I think we can just remove this completely. I checked the instructions and WIE are only required if a full wetland delineation is needed. I noted above that a delineation and WIE are not included in this scope.

13.65 Determine Comprehensive Impacts

CDM Smith will evaluate/determine comprehensive impacts for the Preferred Alternative in accordance with IDOT BDE Manual.

CDM Smith will prepare a PESA response to assess if depth stipulations in the PESA (as prepared by IDOT) can be met. IDOT will determine the need for a subsequent PSI based on the PESA response with the PSI being performed in Phase II (not within the scope of Phase I).

Impacts from both construction and operation of the project will be identified for the following fourteen environmental issues areas at a minimum:

- Social/Economic
- Agricultural
- Cultural
- Air Quality
- Noise
- Natural Resources
- Water Quality/Resources
- Flood Plains
- Wetlands
- Special Waste
- Special Lands (4(f), 6(f), OSLAD)
- Other Issues
- Permits Required

Specific work tasks include the following:

- Evaluation and Determination of Comprehensive Impacts for the Preferred Alternative
- Prepare impact documentation for the above environmental issues areas
- Prepare for and attend up to three (3) IDOT/FHWA coordination meetings for discussion of impacts

13.76 Environmental Consequences/Measures to Minimize Harm

Based on the comprehensive impacts identified in above, CDM Smith will identify environmental consequences and potential mitigation measures to minimize harm in accordance with IDOT BDE Manual Chapter 24 -NEPA Scoping to CE/EA/EIS.

Specific tasks include the following:

- Develop text for the "Environmental Consequences" section of the EA
- Coordination Meetings with Villa Park, IDOT, and FHWA to discuss environmental consequences and potential mitigation measures.

13.87 Prepare Preliminary EA Report/Purpose and Need/Alternatives Evaluation

Preparation of the Preliminary EA includes developing the various chapters of the EA in accordance with the overall project development process, and for coordination with Villa Park, IDOT, FHWA and project stakeholders to verify project consensus. The basic chapters to be sequentially developed for the EA are as follows:

1. Introduction
2. Purpose and Need
3. Affected Environment
4. Alternatives
5. Environmental Consequences

CDM Smith will prepare the draft Purpose and Need chapter during the initial phase of the project after necessary data collection is complete, and initial stakeholder coordination has occurred. The draft project Purpose and Need will be submitted to Villa Park/IDOT/FHWA for formal review and then coordinated with the stakeholders prior to developing initial project alternatives.

The Alternatives chapter will evaluate the No-Build alternative and initially assess four potential alignments through reference of the previous grade separation feasibility study with respect to the preliminary purpose and need. This scope of work assumes that the initial screening of concepts will find agreement with the grade separation feasibility study and advance to alternatives analyses for various build alternatives at the Ardmore location. The team will then utilize the alternatives analysis and identify the Preferred Alternative. The Environmental Consequences chapter will identify the environmental consequences and mitigation strategies for the Preferred Alternative.

Coordination and review meetings with Villa Park, IDOT, and FHWA are anticipated to secure FHWA concurrence to release the EA for public comment and proceed to a Public Hearing.

Deliverables

- Prepare "Purpose & Need" chapter and submit for Villa Park, IDOT and FHWA review
- Prepare "Affected Environment" chapter
- Prepare the "Project Alternatives" chapter to present the alternatives considered and findings based on achieving Purpose and Need, environmental impacts, and stakeholder coordination. The Preferred Alternative will be identified in this chapter
- Prepare the "Environmental Consequences" chapter summarizing the results of the detailed environmental analysis of the Preferred Alternative and identified mitigation strategies as applicable for each of the environmental issue areas
- Revisions to all chapters based on comments
- Compile maps, charts, graphs, and exhibits for the EA, including the Environmental Inventory Map

- Compile the Preliminary EA Report
- Submit Preliminary EA to IDOT and FHWA for review
- Revise and resubmit Preliminary EA based on review comments for signature of the EA cover page by IDOT and FHWA for public release and concurrence to proceed to the Public Hearing
- Coordination/Review Meetings

13.98 Final EA

After the Public Hearing is held an EA Errata will be prepared to respond to formal agency comments received during the review period, and a draft FONSI will be prepared.

Deliverables

- Prepare EA Errata
- Prepare FONSI
- Coordination Meetings

Task 14. Combined Design Report

This work task includes ~~development~~the development of a Preliminary/Draft Combined Design Report (CDR - Pre-Public Hearing) and a Final CDR (Post-Public Hearing) with all associated work tasks as follows:

CDM Smith will utilize CDR format based on BDE 12-2 (Report Format for Major Studies) and complete a draft CDR for Villa Park and IDOT review prior to the Public Hearing. The CDR will generally follow~~include~~ the following ~~sections~~sample framework:

1. INTRODUCTION
 - a. Description and Location of Project
 - b. History of Project
 - c. Discussion of Design Criteria Used (e.g., new construction, reconstruction) and Highway Types Considered
2. PURPOSE AND NEED FOR THE IMPROVEMENT
 - a. Conditions on Existing Highway Network
 - i. Typical sections
 - ii. Extent of access control/access management
 - b. Existing Traffic and Capacity Deficiencies
 - c. Existing Safety Performance/Crash Analysis
 - d. Alignment and Profile Deficiencies
 - e. Corridor Studies
3. EXISTING SETTINGS OR CONDITIONS
 - a. Description of Project Area
 - b. Project Limits (logical termini)
 - c. Land Use (fire districts, school bus, and mail routes)

- d. Existing Bicycle/Pedestrian Generators
- e. Environmental Resources
- f. Sensitive Environmental Areas
 - i. Parks and recreational areas (Section 4(f) properties)
 - ii. Floodplains and waterways
 - iii. Wetlands
 - iv. Historical sites
 - v. Special waste sites
 - vi. Endangered species locations
 - vii. Natural areas
 - viii. Biologically significant streams
- 4. ALTERNATIVES CONSIDERED
 - a. Transportation Demand Strategies
 - b. Mass Transit (if applicable)
 - c. Proposed Highway Design Guidelines
 - i. Typical sections
 - ii. Design speed
 - 1. Horizontal alignment
 - 2. Vertical profile
 - iii. To remain in place criteria
 - iv. Proposed access control or access management
 - d. No Action (continued maintenance)
 - e. Widen Existing Roadway or Major Reconstruction of Existing Roadway
 - i. Urban arterial improvement
 - ii. Expressway design
 - f. Construction on New or Existing Locations
 - i. Freeway design
 - ii. Expressway design
 - iii. Bypass around towns
 - iv. New rural two-lane highway
 - g. Description of Intersections or Interchanges
 - i. Locations and types
 - ii. Design features
 - iii. Level of service achieved
 - iv. Signal progression (if applicable)
 - v. Uniformity of types
 - h. Description of Bicycle and Pedestrian Facilities
- 5. DESCRIPTION AND ANALYSIS OF ALTERNATIVES STUDIED IN DETAIL

- a. Attainment of Purpose and Need
 - b. Traffic Service to Region
 - c. Engineering Considerations Including Aesthetics (e.g., combining horizontal and vertical alignments)
 - d. Important Social, Economic, and Environmental (SEE) Effects (mainly reference)
 - e. Utility Involvements/Drainage Considerations
 - f. Possible Mitigation Measures
 - g. Discussion of Costs and Benefits
 - h. Priority of Implementation
6. COORDINATION ACTIVITIES
- a. Local Governments/Metropolitan Planning Organizations
 - b. State and Federal Agencies
 - c. Property Owner Considerations
7. PUBLIC INVOLVEMENT ACTIVITIES
- a. Advisory Committee and Working Groups (if desirable)
 - i. Public interest groups
 - ii. Agricultural groups
 - iii. Growth and development groups
 - iv. Public officials' groups
 - b. Informational Meetings/Property Owner Contacts
 - c. Design Public Hearing (open house meeting)
 - d. Analysis of Correspondence
 - e. Commitments
8. CONCLUSIONS/RECOMMENDATIONS
- a. Recommended Design Alternative
 - b. Supporting Reasons for Alignment Recommendation and/or Design Features (be specific)
 - c. Discussion of Design Exceptions
 - d. Identification of Criteria for Implementing Next Step/Phase of Study
 - e. Proposed Interim Improvements or Stage Construction (if applicable)
9. APPENDICES (Usually produced in an 11 in. x 17 in. format)
- a. Quad Maps and County Maps
 - b. Proposed Typical Sections
 - c. Schematic Drawings Showing Traffic Data
 - d. Aerial Mosaics Showing Alternatives and Important Cultural Features
 - e. Environmental Survey Data Shown on Aerial Mosaics, As Needed
 - f. Topographic Mapping, As Needed, Showing Alternatives

- g. Oblique Photographs and Photomontages (perspective view of a proposed highway)
- h. Schematics of Interchange Designs and Approved Interchange/Intersection Design Studies (IDSs)

Deliverables

- Text for the Preliminary CDR
- Compile Maps, Charts, Graphs and Exhibits for the Preliminary CDR
- Prepare complete Preliminary CDR and submit to Villa Park and IDOT for review prior to the Public Hearing
- Revise and resubmit Preliminary CDR based on review comments received Coordination/Review Meetings

Task 15. Agency Coordination and Public Involvement

This task includes all required agency coordination and public involvement to complete the Phase I Study, building upon the coordination that occurred during and after completion of the previous Feasibility Study. A comprehensive agency coordination and public involvement effort is proposed as outlined below including both one-on-one meetings and public meetings/hearing.

15.1 ~~Village IDOT and FHWA~~ Coordination:

The Villa Park and CDM Smith team will participate in monthly project coordination meetings, including a project kickoff meeting after authorization to proceed is received, up to twenty-four (24) monthly project coordination meetings. The project coordination meetings will be held virtually to coordinate work efforts, review the project schedule and deliverables, discuss technical topics, prepare for upcoming meetings, and other project management subjects. Specific work tasks associated with the Village coordination meetings include:

- Prepare meeting agenda and materials
- Staff attendance at meetings
- Prepare and distribute meeting summaries

15.2 FHWA Coordination Meetings:

Attendance at three (3) formal coordination meetings with IDOT BDE and FHWA is anticipated to be required. The CDM Smith Project Manager and one (1) junior engineer or other subject matter expert will attend up to 3 meetings for the following project milestones:

- Milestone #1 - Introductory meeting after authorization to proceed to discuss the project scope, purpose and need, limits and anticipated environmental processing
- Milestone #2 - Presentation of Purpose and Need Statement and alternative to be studied

- ~~Milestone #3 - Results of the Public Meeting #1Hearing with the range of alternatives to be considered~~responses to public comments and potential modifications or updates to the preferred alternative.
- ~~Alternatives analysis results and identification of the Preferred Alternative~~

Specific work tasks associated with the anticipated three (3) FHWA coordination meetings include:

- Prepare meeting agenda and materials
- Staff attendance at meetings
- Prepare and distribute meeting summaries

15.3 Agency Coordination

This task includes all required agency coordination to complete the Phase I Study. Coordination meetings are anticipated to occur at the beginning of the Phase I Study process and throughout as required. Agency coordination is expected to include coordination with the following entities:

- IDOT (up to 42 virtual meetings)
- DuPage DOT (up to 2 virtual meetings)
- Pace Bus (~~up to 1 meeting~~letter only)
- Combined Metra and UPRR (up to ~~18~~15 virtual meetings)
- ~~UPRR (up to 18 meetings)~~
- ICC (up to 65 virtual meetings)

All agency coordination meetings are assumed to be virtual to discuss the Phase I Study process, project purpose and need information, alternatives being considered and related issues/concerns, potential impacts and mitigation, and other project related matters as they arise. Specific work tasks associated with the agency coordination meetings includes:

- Prepare meeting agenda and materials
- Staff attendance at meetings
- Prepare and distribute meeting summaries

15.4 Public Involvement

In addition to agency coordination, the project team will implement a public involvement program that is tailored to fit this project. The public involvement program will ~~be focused~~focus on individual meetings with key project stakeholders, two (2) Public Open House Meetings, one (1) public hearing, and development and maintenance of a project website. Each Public Meeting is anticipated to be held as an in-person meeting. However, these can be converted to virtual meetings if determined to be required or desired. Overall public involvement will include the following elements:

15.4.1 Public Involvement Plan

CDM Smith will develop a draft and final Public Involvement Plan. The plan will outline the proposed activities and outlets for outreach and communications. It will also include a schedule of activities.

Deliverables

- One (1) draft, one (1) final communication and outreach plan
- One (1) draft and one (1) final schedule

15.4.2 Branding

~~CDM Smith's graphics and branding team will develop a creative, unique project name and corresponding project branding. This includes three draft options for the Village to provide input on. One (1) final version will be selected and detailed branding will be provided for the final option.~~

Deliverables

- ~~■ Three (3) draft options and one (1) final~~

15.4.3 Strategic Message Development

The CDM Smith team will develop key messages and talking points for various audiences, including the Village Board, Village Residents, Key Stakeholder Groups. The messages will cover topics such as why the project is needed, how it works, the benefits and impacts to residents and the Village, and the timing and overall process. These messages will be incorporated across all outreach mediums, materials, and presentations.

Deliverable

- Word document; one (1) draft and one (1) final

15.4.3 Website and Email

CDM Smith will develop ~~and host a stand-alone project-specific~~ content for a web page to be hosted on the Village website. The website will primarily be a creative, lively, and interactive information-sharing tool. ~~Content will~~, feature project updates, ~~ing~~ infographics to communicate key talking points, a timeline/schedule, FAQs, and a contact us section. ~~Periodic~~ Five (5) updates will be made at key project milestones during the 24-month project duration.

The team will also create a unique project email address reflecting the project name and the URL of the ~~website~~ webpage.

Deliverables

- One (1) draft and one (1) final ~~website~~ webpage content
- Up to five (5) content updates
- Track/record up to twenty emails/comments per month (assumes Village responds to comments)

15.4.5 Village Newsletters

~~CDM Smith's outreach team will develop content and messaging utilizing the Village's existing platforms, including the Village Matters and Roundup E-newsletter.~~

Deliverables

- ~~Produce up to six (6) content updates/articles (4-month intervals)~~

15.4.6 Materials

~~CDM Smith will develop print materials for use by Village staff and project team members at events and activities. These materials will be educational and informative, utilizing the key messages that will be developed at the beginning of this process. The materials will use the project name and consistent branding. The print materials include a fact sheet, meeting flyers, and an insert that can be included in a water bill or other Village mailer or postcard for mailing. One (1) draft and one (1) final version of each of the print materials will be provided.~~

~~The project team will also develop presentation decks for use at various meetings.~~

~~CDM Smith will also develop content for use in the Village's monthly newsletter or existing communications. Up to nine content pieces will be developed.~~

Deliverables

- ~~One (1) draft, one (1) final fact sheet, and mailer insert~~
- ~~Ten draft/final flyers~~
- ~~One (1) draft, one (1) final, and two (2) updates to presentation~~
- ~~Nine newsletter content pieces.~~

15.4.7 Briefings/Village Board Meetings

The CDM Smith team will support the Village in planning and executing up to ~~four~~ three (43) Village Board, meetings/briefings. This work assumes that the CDM Smith Project Manager will assist with the preparation of a PowerPoint presentation (up to 10 slides) along with talking points and will co-present information and participate in question and answers sessions. PowerPoint materials will be repurposed from other public facing materials.

15.4.8 Public Open House Meetings

~~The CDM Smith team will support the Village in planning and executing activities related to two public open house meetings and a public hearing.~~

15.5 Project Stakeholder Meetings:

Project Stakeholder meetings are intended to be one-on-one meetings with project stakeholders outside of the agency coordination process and the Public Meetings. These are envisioned as meetings with potentially affected adjacent property owners that may be affected by alternatives being considered and/or the Preferred Alternative. The objective of these meetings is to review project information and discuss impacts and concerns and identify feasible/practical mitigation measures to be considered. Areas where adjacent property owners are likely to request individual coordination meetings include the businesses potentially affected by revised commercial and residential and partial/full parcel acquisitions. Up to ten (10) in-person or virtual individual project stakeholder meetings are anticipated to be required. Specific work tasks associated with the project stakeholder meetings includes:

- Prepare meeting agenda and materials and distribute to meeting invitees
- Staff (two) attendance at meetings

- Prepare meeting summaries and distribute to meeting attendees

15.6 Public Open House Meeting #1:

Public Meeting #1 (Public Open House Meeting) will be conducted virtually to introduce the project scope, project development process, project team (Villa Park, IDOT, Consultant Team), schedule, public input process and to present results of upfront analysis and the preliminary project purpose and need. The meeting will provide an opportunity for meeting attendees to complete a questionnaire on project issues and concerns and potential improvement alternatives to be considered. It will be explained that although a previous Feasibility Study was completed, the current study is taking a detailed look at the purpose and need of the project and concepts to be studied further with the goal of the study being to identify the most cost effective, stakeholder supported preferred alternative. Tasks related to preparing for and holding Public Open House Meeting #1 include the following:

- Compile mailing list (including stakeholders and all adjacent property owners).
- Preparation of brochures/handouts.
- Preparation of display exhibits (aerial displays showing the project area, traffic data, crash data, environmental data, and other displays as appropriate).
- Prepare a PowerPoint presentation with script and voice over.
- ~~Provision of a meeting outline (for Village comment) and Attendance at a pre-dry run meeting (meeting outline) and full-virtual public meeting dry run (draft exhibits and handouts).~~ CDM Smith will update materials
- Establish Public Meeting date ~~and secure Public Meeting location that meets ADA accessibility requirements.~~
- Review the need for sign language and bilingual staff to ~~be present at attend~~ virtually for Public Meeting #1.
- Preparation of newspaper display ads and a press release. The public meeting display ads will be placed in a local newspaper that serves that project area at 3 weeks and 1 week in advance of the public open house meeting. The press release will be published by the Village, posted to the project ~~website~~ webpage, and shared with IDOT and DuPage County.
- Prepare meeting invitation letters and mail the invitations.
- Attendance at the Public Meeting (virtual).
- Prepare a Public Meeting summary that will include copies of all notices, presentation material, attendance lists, comments, and responses, etc.
- Preparation of post Public Meeting project updates for posting on the project website that will summarize the Public Meeting proceedings, general comments received and responses, and an overview of the next steps in the project development procedures.
- Prepare individual response letters to uncommon comments received, or requests for information received at the Public Meeting, and prepare a project Frequently Asked Questions (FAQ) for posting to the project website.

15.7 Public Open House Meeting #2:

Public Open House Meeting #2 will be conducted virtually to present the contemplated build alternatives and supporting analyses as well as the no-build alternative for public comment. Tasks related to preparing for and holding Public Open House Meeting #2 include the following:

- Confirm mailing list (including stakeholders and all adjacent property owners).
- Preparation of brochures/handouts (in PDF).
- Preparation of PDF display exhibits (aerial displays with alternatives, cross sections, traffic data, crash data, environmental data, and other displays as appropriate).
- Prepare a PowerPoint presentation with script and voice over.
- Attendance at virtual pre-dry-run-and-dry run events.
- Establish Public Open House Meeting date ~~and secure Public Open House Meeting location that meets ADA accessibility requirements~~.
- Review the need for sign language and bilingual staff, ~~and a court reporter to be present at to attend the virtual~~ Public Open House Meeting #2.
- Preparation of newspaper display ads and a press release. The public meeting display ads will be placed in a local newspaper that serves that project area, at 3 weeks and 1 week in advance of the public meeting. The press release will be published by the Village of Villa Park, posted to the project website, and shared with IDOT and DuPage County.
- Prepare meeting invitation letters and mail the invitations.
- Attendance at the Public Open House Meeting.
- Prepare a Public Open House Meeting summary that will include copies of all notices, presentation material, attendance lists, comments, and responses.
- Prepare post Public Open House Meeting updates for posting on the project ~~website-webpage~~ that will summarize the Public Open House Meeting proceedings, general comments received and responses, and an overview of the next steps in the project development process.
- Prepare individual response letters to uncommon comments received, or requests for information received at the Public Open House Meeting and update the project FAQ on the ~~website-webpage~~ accordingly.

15.8 Public Hearing:

The Public Hearing will be conducted to present the proposed improvement plan for the Preferred Alternative for public comment. Tasks related to preparing for and holding Public Hearing include the following:

- Confirm mailing list (including stakeholders and all adjacent property owners).
- Preparation of brochures/handouts.
- Preparation of display exhibits (aerial displays with alternatives, cross sections, traffic data, crash data, environmental data, and other displays as appropriate).
- Prepare a PowerPoint presentation with script and voice over.

- Attendance at ~~pre-dry run and~~ dry run events.
- Establish Public Hearing date and secure Public Meeting location that meets ADA accessibility requirements.
- ~~Review~~ the need for sign language and bilingual staff.
- ~~Provide, and a~~ court reporter.
- Preparation of newspaper display ads and a press release. The Public Hearing display ads will be placed in a local newspaper that serves that project area, at 3 weeks and 1 week in advance of the Public Hearing. The press release will be published by the Village of Villa Park, posted to the project website, and shared with IDOT and DuPage County.
- Prepare meeting invitation letters and mail the invitations.
- Attendance at the Public Hearing.
- Prepare a Public Hearing summary that will include copies of all notices, presentation material, attendance lists, comments, and responses.
- Prepare post Public Hearing updates for posting on the project website that will summarize the proceedings, general comments received and responses, and an overview of the next steps in the project development process.
- Prepare individual response letters to uncommon comments received, or requests for information received at the Public Hearing and update the project FAQ on the website accordingly.

Deliverables

- Meeting materials preparation
- Event preparation and logistics (2-3 staff at each event/meeting)

15.9 Relocation Activities (Owner/Tenant Outreach) - Activities below are specific to potentially impacted property owners and tenants.

15.9.1 Desktop Research

- Title Commitments - Obtain through Chicago Title & Trust a title commitment for each potentially impacted property with the purpose of understanding ownership and ensuring the outreach team is coordinating with the appropriate individuals.

15.9.2 Outreach to Potentially Impacted Owners & Tenants

- Noticing, relocation questionnaires & informational handout materials (pertaining to acquisition and relocation, as per the Uniform Relocation Act (URA)).
- Draft proper noticing to impacted property owners and tenants advising them of potential impacts and next steps. Provide them with introduction to project team and additional resources.

- Develop questionnaires (residential and commercial) to gather information about property owners and current occupants. Information will be catalogued and used with discretion as it relates to each potential impacted occupant.
- Door-to-Door Contact/Canvassing; Conduct canvassing to impacted properties to talk to residents and schedule one-on-one meetings to complete relocation questionnaire
- Open Office Hours; Hold open office hours within the project area for potentially impacted property owners and tenants at minimum before each public meeting to answer questions about the project and potential relocation process.

15.9.3 Final Summary Relocation Plan

Summarize findings from desktop research and outreach activities to potential relocatees. Document next steps and requirements as required by local, state, federal regulations, including but not limited to the URA. This will include outlining next steps in developing a Real Property Acquisition Management Plan (RAMP) and Relocation Plan.

Task 16. Funding Strategies and Grant Application Support

It is anticipated that ~~12-8 quarterly monthly~~ updates to the Village of Villa Park and quarterly reporting to the funding agencies will be required. It is also anticipated that additional grants and/or increases to existing grants will be required.

The following tasks are included in the Funding Strategies and Grant Application Support:

- Quarterly CMAQ Grant updates to CMAP.
- Coordination with ICC on GCPF intermittent updates.
- Quarterly Coordination meetings with Metra on grant funding.
- ~~Monthly funding meetings with Villa Park to discuss design progress in relation to the funding sunset dates.~~
- Cost request increases to existing funding sources.
- Draft a memorandum requesting additional ICC funding for the pedestrian tunnel under the UPRR tracks.
- ~~Ad-Hoc Notice of Funding Opportunity responses and application support as Task 16 budget allows.~~

Task 17. Project Management and Administration

(This task will be completed by all involved firms as applicable)

This task includes overall project management and administration over the duration of the Phase I Study, which includes managing the day-to-day work effort on the project to provide an efficient project development process, work force allocations, budget oversight, monthly progress reviews to verify project milestones are being met, and submittal of monthly progress reports.

Deliverables

- General project management including staff resource allocation and task/schedule oversight
- Contract administration, budget control, and internal project team meetings. Prepare and monitor the project schedule using Microsoft Project or other scheduling software, as well as perform scope of work reviews, resource planning, internal team coordination, contract administration, and invoicing
- Prepare monthly progress reports and budget evaluation

The Phase I Study is estimated to require 24 months to complete after authorization to proceed is received.

Task 18. QA/QC

This task includes completion of Quality Assurance (QA) reviews based on the consultant quality plan (CQP) established for the project. QA reviews will be associated with major project deliverables over the duration of the estimated 24-month Phase I Study duration.



Appendix A



Appendix B



Appendix C

Appendix D