Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

Board of Trustees
Next ORD No. 4354
Next RESO No. 23-44

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

Village Board of Trustees

July 24, 2023 **7:00 PM**

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

1. **Call to Order - Roll Call**

2. **Pledge of Allegiance**

3. **Public Comments on Agenda Items**

4. **Amendments to the Agenda**

5. **Proclamations**

6. **Presentation**

   6.a Presentation of winning entries from July 4th Parade by Standard Equipment and Safari Land.

   6.b Presentation from Upland Design on OSLAD Grant Application

7. **Consent Agenda**

   7.a Bill Listing from the Weeks of July 10 and 17 in a Total Amount of $1,327,537.73
   2023-0710 CY23 Weekly Chk Report.pdf
   2023-0717 CY23 Weekly Chk Report.pdf

   7.b Minutes of the Committee of the Whole Meeting and Board of Trustees Meeting from July 10, 2023

   Approval of the Committee of the Whole Meeting and Board of Trustees Meeting from July 10, 2023.

Minutes COW July 10, 2023.docx
Minutes July 10 2023.docx

8. First Reading on Ordinances to be Codified

9. Second Reading on Ordinances to be Codified

10. Ordinances

10.a Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement Between Chicago SMSA Limited Partnership D/B/A Verizon Wireless and the Village of Villa Park, Illinois

This ordinance if approved would grant Verizon Wireless a permanent utility easement along the south property line of the Public Works facility located at 729 N. Ardmore Ave. Verizon wishes to bore and insert fiber optic cable in conduit to connect to a cellular tower on the site. This would improve Verizon service in the area. The Village staff proposes a price of $3,000 for non-exclusive access to this 8' x 237' easement ($1.58/sq. ft.). Staff recommends approval of the ordinance.
Memo-_Easement_for_Verizon_7_23.docx
Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement between Verizon and The Village of Villa Park.docx
Non-Exclusive Public Utility Easement Agreement -729 N. Ardmore.pdf
South_Addison_Survey_11-18-202254.pdf

10.b Ordinance Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue, in the Village of Villa Park, Illinois

The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S Ardmore Ave, which is Willowbrook High School. The Property Owner is DuPage High School District 88.

Staff recommends approval of the ordinance granting Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S Ardmore Ave as depicted on Exhibit A with stated conditions.

Board Memo - 1250 S Ardmore Ave - Special Use Cell Tower.pdf
Ordinance Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower an.docx
Site Plans - Ordinance Exhibit A.pdf
6-8-23 PZ-23-02 Minutes.pdf
Article 10 - Villa Park Zoning Ordinance.pdf

11. Resolutions

11.a Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project in an Estimated Amount of $25,937.50

This a Resolution authorizes an Agreement with ECS Midwest, LLC for Professional Services for the Villa Park Lions Recreation Center construction material testing related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreational Center Project in an estimated amount of $25,937.50.

Staff recommends approval of the Resolution.
Memo_-_ECS_Midwest_Foundations_Concrete_Masonry_Structural_Steel_Asphalt_Pavin
Resolution Authorizing Agreement between Villa Park and ECS Midwest LLC for Professional Services - Construction Material Testin.docx
Professional Services Agreement with ECS Midwest, LLC - Construction Materials Testing and Observation Services - F.pdf
ECS Midwest LLC Proposal for Construction Materials Testing Services - Foundation, Concrete, Masonry, Structural Steel, and Asph.pdf

11.b Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Excavation Foundation and Mass Grading for the Lions Park Recreational Center Project in an Estimated Amount of $15,135.00

Staff recommends approval of a Resolution authorizing an agreement with ECS Midwest, LLC for professional services for the Villa Park Lions Recreation Center for construction material testing related to excavation foundation and mass grading for the Lions Park Recreational Center Project in an estimated amount of $15,135.00.
BoT Memo_-_ECS_Midwest_Excavation_Foundation_Mass_Grading_Testing.docx
Resolution Authorizing Agreement between Villa Park and ECS Midwest LLC for Professional Services - Construction Material Testin.docx
Villa Park - Professional Services Agreement with ECS Midwest, LLC - Construction Materials Testing and Observation Services - E.pdf
ECS Proposal for Construction Materials Testing and Observation Services - Foundation Excavation and Mass Grading - Proposal No..pdf

11.c Resolution of the Village of Villa Park, DuPage County, Illinois, Adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan

This resolution is to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan for the Village of Villa Park and naming Public Works Deputy Director Rich Salerno as the Village's representative. This plan is an update to the 2018 plan as they are required to be updated every 5 years. The DuPage County Board on June 27th, 2023 and the plan is Approved Pending Adoption (APA) with FEMA. Adoption of the plan is required to make the Village of Villa Park eligible for federal Hazard Mitigation Assistance (HMA) grant funding. Staff recommends approval of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

This item satisfies the Long-Term Complex Strategic Goal "Engage and be proactive in regional planning efforts and activities."
Memo- Resolution of the adoption of the DuPage Co Natural Hazard Mitigation Plan.docx
BoT_RESO -Adopt Natl Haz Mitigation Plan - appoint Salerno.docx

11.d

A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Certain Agreements with Enterprise FM Trust to Provide Fleet Management Services for the Village

This Resolution authorizes the Village Manager to execute the necessary agreements with Enterprise FM Trust for fleet management services. Due to deferring replacement of vehicles the Village is currently well behind schedule. At the current rate of replacement, we may soon hit a point where we may be unable at times to put people in a functioning vehicle as needed. Staff has researched the benefits of entering into an agreement with Enterprise Fleet Management, Inc. to update our rolling stock and negotiated these agreements. Staff recommends approval of the Resolution.

BOT- Memo - RESO - Enterprise Vehicle Lease Agreement.pdf
Resolution Authorizing Certain Agreements with Enterprise FM Trust for Fleet Management Services.docx
Exhibit A - Master Lease Agreement - Amended.pdf
Exhibit B - Consignment Auction Agreement for Sale of Customer Owned Vehicles.pdf
Exhibit C - Assignment Agreement to Sell customer owned.pdf

11.e

A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving Competitive Bidding and Authorizing the Village Manager to Purchase of a 2023 Ford Escape for the Public Works Department at a Cost Not to Exceed $35,000.00

The 2023 Village Budget included a replacement for the Public Works vehicle 63,

a 2009 Toyota Prius, due to age of the vehicle and the lithium battery for the hybrid. The Public Works is recommending the purchase of a 2023 Ford Escape AWD for a cost not to exceed $35,000.00. The current demand for vehicles in the marketplace has prevented the Village from acquiring vehicles through a competitive bid which was done previously. This vehicle is available through a local dealerships allowing this vehicle to be acquired within this budget year. The proposed Resolution will vest the Village Manager with the authority to purchase a 2023 Ford Escape AWD or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding, at a cost not to exceed $35,000.00.

Memo_Purchase_of_Ford_Escape_to_Replace_63.docx
Resolution of the Village of Villa Park Waiving Competitive Bidding and Authorizing the Purchase of Ford Escape for the Public Works.docx
Joe Rizza Worksheet Escape Stock # NQ 7273.pdf
Joe Rizza Escape Stock # NQ 7273 window-sticker.pdf

11.f Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC, of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project in an Amount not to Exceed $1,160,000.00

This Resolution authorizes the Board President to execute a contract with Builders Paving, LLC, of Hillside, Illinois, for the construction of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $1,160,000.00. Builders Paving, LLC, of Hillside, Illinois, submitted the lowest responsible bid. Funding for construction would be from the Street Improvement Fund (Capital) and the Motor Fuel Tax Fund. The project is included in the FY 2023 budget and includes resurfacing of parts of Central Boulevard, East Congress Street, South Cornell Avenue, South Harvard Avenue, and East Van Buren Street.

The item satisfies the Strategic Short-Term Complex Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
MEMO - 2023 Rebuild Illinois Construction Contract
RESO - 2023 Rebuild Illinois Construction Contract
2023 Rebuild Illinois Bid Tabulation
2023 Rebuild Illinois Location Map
2023 Rebuild Illinois CIP Project Listing
2023 Rebuild Illinois Construction Contract Draft

11.g Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Rebuild Illinois G.O. Bond Proceeds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS)

The village plans to utilize the remaining portion of the Rebuild Illinois G.O. Bond proceeds it received from the Illinois Department of Transportation (IDOT) to fund most of the construction of the 2023 Rebuild Illinois Resurfacing Project. The village received a total of $1,443,559.80 in bond funds. Of this amount,

$342,816.96 was utilized for the construction of the 2022 Rebuild Illinois Resurfacing Project, leaving $1,100,742.84 in bond funds remaining for this project. This project is IDOT Section 22-00102-00-RS and this Resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this Resolution.

This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
RESO - Use of Rebuild Illinois Bond Proceeds (BLR 09110 RBI)

11.h Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Motor Fuel Tax Funds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS)

The village plans to utilize a portion of the Motor Fuel Tax (MFT) funds it receives from the Illinois Department of Transportation (IDOT) to supplement the construction of the 2023 Rebuild Illinois Resurfacing Project. The MFT funds would cover the portions of the Rebuild Project that are not eligible for bond funds and would also cover any project costs that exceed the village's allotment of bond funds. This project is IDOT Section 22-00102-00-RS and this Resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this resolution.

This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
RESO - Use of Motor Fuel Tax Funds (BLR 09110 MFT)

11.i Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III Construction Engineering Services for the 2023 Rebuild Illinois Resurfacing Project in an Amount not to Exceed $123,800.00

The 2023 Rebuild Illinois Resurfacing Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway of various village streets. Staff recommends approval of an engineering services agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III construction engineering of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $123,800.00. Funding for these engineering services would be from the Street Improvement Fund (Capital).

This item satisfies the Short-Term Complex Strategic Plan Goal, "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."
MEMO - 2023 Rebuild Illinois Phase 3 Engineering Agreement
2023 Rebuild Illinois Location Map
2023 Rebuild Illinois CIP Project Listing
RESO - 2023 Rebuild Illinois Phase 3 Engineering Agreement

2023 Rebuild Illinois Phase 3 Engineering Agreement Draft

11.j A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bidding and Authorizing the Purchase of a 2023 Dodge Durango Pursuit Police Vehicle Through Bosak Motors of Merrillville, LLC in the Total Amount of $41,751.25

On May 22, 2023 an officer was conducting a traffic stop when another vehicle struck the rear and the damage to car 197, a 2020 Ford Explorer Interceptor was determined a total loss by IRMA. Staff conducted a nationwide search for a replacement vehicle and was able to locate an in-stock 2023 Dodge Durango available at Bosak Motors of Merrillville, IN for the total cost of $41,751.25. The Village will receive $26,674 for the totaled Ford Explorer plus an additional $8,000 for the removal and re-installation of equipment. The total purchase cost will be paid from 10.520.09.401, with the offsetting revenues placed in the General Fund
BoT_Memo- Reso - purchase car 197 replacement_.docx
2023 Dodge Durango - Bosak.pdf
RESO_Authorizing_Purchase_of_Police_Pursuit_Vehicles_2023__2_.docx

11.k A Resolution of the Village of Villa Park Authorizing the Execution of an Open Space Land Acquisition And Development (OSLAD) Grant Program Application to the Illinois Department of Natural Resources for the Lions Park Development Project in the Village of Villa Park

The Parks and Recreation Department would like to provide additional, outdoor recreation amenities to Village residents, at Lions Park. The Department would like to construct a new basketball court, and playground along with the addition of various recreational components including 2 pickleball courts, shelter by playground, senior area, pollinator garden with interpretive sign and storywalk, all based on community input.

The Parks and Recreation Commission and staff unanimously recommends the Village Board adopt a Resolution to permit Upland Design Ltd, Plainfield, IL. to complete Lions Park design services and submit, on behalf of the Village, an Open Space Land Acquisition and Development (OSLAD) grant application for the maximum grant award amount of $600,000. This is a matching grant where the Village of Villa Park would also commit to funding $600,000 for the project. Funds of $300,000 will be budgeted in both the 2024 and 2025 budget years.

BoT_MEMO_-
__Submission_of_OSLAD_Grant_by_Upland_Design_on_behalf_of_the_Village.d
Resolution Authorizing OSLAD Grant Application - Lions Park.docx
Exhibit A - Resolution of Authorization - Villa Park - Lions Park.pdf

12. Public Comments on Non-Agenda Items

13. New Business

14. Village Commission Reports

14.a Environmental Concerns Commission

Acceptance of the Minutes of the Environment Concerns Commission for the May 25, 2023 Meeting.
Minutes for May 25 2023.pdf

14.b Board of Fire and Police Commission

Acceptance of Minutes of the Board of Fire and Police Commission for April 25, 2023 and May 23, 2023 Meetings.
BFPC Signed Meeting Minutes 04.25.23.pdf
BFPC Signed Meeting Minutes 05.23.23.pdf

14.c Economic Development Commission

Acceptance of the Minutes from the Economic Development Commission Minutes from the May 17, 2023 Meeting.
May Minutes.pdf

14.d Video Production Commission

Acceptance of Minutes of the Video Production Commission from April 12, 2023 Meeting
Video Production Commission Meeting Minutes - April 12 2023.pdf

14.e Environmental Concerns Commission (Bike, Pedestrian and Transit)
BPT_ECC_Minutes_06_22_23.pdf

15. Village Clerk's Report

16. Village Trustees' Report

17. Village President's Report

18. Village Manager's Report

18.a School District 45 Maintenance and Facility Use Agreement Update

19. Executive Session

19.a Pursuant to 5ILCS 120/2:(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"

20. 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.

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Board
Item Type: Report/Presentation
Agenda Section: Presentation

Subject:
Presentation of winning entries from July 4th Parade by Standard Equipment and Safari Land.

Suggested Action:

Attachments:

Agenda Item No: 6.b

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Presentation

Subject:
Presentation from Upland Design on OSLAD Grant Application

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Bill Listing
Agenda Section: Consent Agenda

Subject:
Bill Listing from the Weeks of July 10 and 17 in a Total Amount of $1,327,537.73

Suggested Action:

Attachments:
2023-0710 CY23 Weekly Chk Report.pdf
2023-0717 CY23 Weekly Chk Report.pdf

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on July 24, 2023

Covering weekly check runs dated for:

July 10, 2023/CY23 ..... $121,447.73

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0710","0710","0703 INT"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
01.110050 UTILITY CASH CLEARING						
UTILITY BILLING REFUNDS	10-09940-11R1	0	FIN CREDIT BAL; 618 N MICHIGAN AVE	150.00	.00	
UTILITY BILLING REFUNDS	10-17210-00R1	0	FIN CREDIT BAL; 745 N MICHIGAN AVE	134.91	.00	
UTILITY BILLING REFUNDS	10-18350-02R1	0	FIN CREDIT BAL; 1043 N YALE AVE	148.85	.00	
UTILITY BILLING REFUNDS	10-18540-09R1	0	FIN CREDIT BAL; 1040 N PRINCETON AVE	8.31	.00	
UTILITY BILLING REFUNDS	11-00610-06R1	0	FIN CREDIT BAL; 247 E MAPLE ST	106.01	.00	
UTILITY BILLING REFUNDS	11-01850-01R1	0	FIN CREDIT BAL; 107 E DIVISION ST	117.40	.00	
UTILITY BILLING REFUNDS	11-05680-15R1	0	FIN CREDIT BAL; 256 N ARDMORE AVE	103.22	.00	
UTILITY BILLING REFUNDS	11-07090-01R1	0	FIN CREDIT BAL; 220 N YALE AVE	108.20	.00	
UTILITY BILLING REFUNDS	11-15200-01R1	0	FIN CREDIT BAL; 324 W SCHOOL ST	6.87	.00	
UTILITY BILLING REFUNDS	12-01760-03R1	0	FIN CREDIT BAL; 435 S HARVARD AVE	106.64	.00	
UTILITY BILLING REFUNDS	12-03560-01R1	0	FIN CREDIT BAL; 531 S PRINCETON AVE	79.99	.00	
UTILITY BILLING REFUNDS	12-10850-03R1	0	FIN CREDIT BAL; 635 S VILLA AVE	17.35	.00	
UTILITY BILLING REFUNDS	12-14380-03R1	0	FIN CREDIT BAL; 332 S RIVERSIDE DR	39.62	.00	
UTILITY BILLING REFUNDS	12-16520-01R1	0	FIN CREDIT BAL; 212 S VILLA AVE	220.07	.00	
UTILITY BILLING REFUNDS	13-04810-01R1	0	FIN CREDIT BAL; 120 W LESLIE LN	96.88	.00	
UTILITY BILLING REFUNDS	13-07310-03R1	0	FIN CREDIT BAL; 1109 S EUCLID AVE	64.21	.00	
UTILITY BILLING REFUNDS	13-09480-02R1	0	FIN CREDIT BAL; 126 E MONROE ST	43.62	.00	
Total 01.110050 UTILITY CASH CLEARING:				1,552.15	.00	
Total :				1,552.15	.00	
Total CASH ALLOCATIONS FUND:				1,552.15	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.211 LEGAL SERVICES						
BRAGANCA LAW LLC	070323	0	RETAINER FOR SEC INQUIRY	10,000.00	10,000.00	07/03/2023
STORINO RAMELLO & DURKIN	88549	0	LEGAL SERVICE	48.75	.00	
STORINO RAMELLO & DURKIN	88605	0	LEGAL SERVICES AFSCME STANDBY PAY GRIEVANCE	48.75	.00	
Total 10.511.00.211 LEGAL SERVICES:				10,097.50	10,000.00	
10.511.00.656 FIRE & POLICE COMMISSION						
GOLD SHIELD DETECTIVE AGENCY INC	2114	0	R.TROIOLA WAIVER TO RELEASE BKGD CHECK	90.00	.00	
RUIZ, PATTY	JUN23	0	BFPC ADMIN RECORDING SRVC	100.00	.00	
Total 10.511.00.656 FIRE & POLICE COMMISSION:				190.00	.00	
Total PUBLIC AFFAIRS:				10,287.50	10,000.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.202 TRAINING & CONFERENCES						
DUPAGE MAYORS & MANAGERS CONF	11799A	0	2023 ANNUAL DINNER RECOGNITION CEREMONY	170.00	.00	
ILLINOIS TAX INCREMENT ASSOC	674992	0	MEMBERSHIP DUES 2023-2024	650.00	.00	
Total 10.512.00.202 TRAINING & CONFERENCES:				820.00	.00	
Total MANAGER:				820.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.299 OTHER CONTRACTUAL SERVICES						
DUPAGE SECURITY SOLUTIONS INC	90935	0	PD FRONT DOOR REPAIR	299.00	.00	
DUPAGE SECURITY SOLUTIONS INC	91005	0	PD BATHROOM DOOR REPAIRS	209.00	.00	
JOHNSON CONTROLS SECURITY SOLU	38951569	0	FD82- FIRE ALARM WIRELESS MONITOR	108.00	.00	
JOHNSON CONTROLS SECURITY SOLU	38951610	0	FD81- FIRE ALARM WIRELESS MONITOR	161.25	.00	
TK ELEVATOR CORPORATION	6000657003	0	HOIST WAY ACCESS FOR ANNUAL TESTING	1,566.00	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				2,343.25	.00	
Total BUILDINGS & GROUNDS:				2,343.25	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.215 SHOP SERVICES						
CINTAS CORPORATION #344	4159420579	0	FLT UNIFORMS MATS TOWELS	58.46	.00	
CINTAS CORPORATION #344	4160136150	0	FLT UNIFORM & TOWELS	46.46	.00	
Total 10.518.00.215 SHOP SERVICES:				104.92	.00	
10.518.00.310 MOTOR VEHICLE PARTS & ACCESS						
WENTWORTH TIRE SERVICE	40069483	0	PW 45 & PD 144 TIRES	533.04	.00	
Total 10.518.00.310 MOTOR VEHICLE PARTS & ACCESS:				533.04	.00	
Total GARAGE:				637.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.210 TELEPHONE						
VOSKRESENSKI, VASSILI	32023	0	PERS DEVICE PHONE REIMB; MARCH 2023	24.99	.00	
VOSKRESENSKI, VASSILI	32023	0	USAGE REIMBURSEMENT; MARCH 2023	24.99	.00	
VOSKRESENSKI, VASSILI	42023	0	PERS DEVICE PHONE REIMB; APRIL 2023	24.99	.00	
VOSKRESENSKI, VASSILI	42023	0	USAGE REIMBURSEMENT; APRIL 2023	24.99	.00	
Total 10.519.00.210 TELEPHONE:				99.96	.00	
Total ENGINEERING:				99.96	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.09.401 CAPITAL OUTLAY						
AXON ENTERPRISE, INC	INUS166201	0	BODY WORN CAMERAS / SOFTWARE/ HARDWARE/ WARRAN	86,489.34	.00	
Total 10.520.09.401 CAPITAL OUTLAY:				86,489.34	.00	
Total POLICE:				86,489.34	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.314 JANITORIAL SUPPLIES						
STATE INDUSTRIAL PRODUCTS	902956427	0	DRAIN MAINT. PROG.	159.62	.00	
Total 10.521.01.314 JANITORIAL SUPPLIES:				159.62	.00	
10.521.01.315 BUILDING MAINT SUPPLIES						
ADDISON ENGRAVING INC	98119	0	NAMEPLATES - STAFF	136.00	.00	
Total 10.521.01.315 BUILDING MAINT SUPPLIES:				136.00	.00	
10.521.22.202 TRAINING & CONFERENCES						
ROMEOVILLE FIRE ACADEMY, VILLAGE	2023-358	0	INSTRUCTOR I- N. PIETA	385.00	.00	
Total 10.521.22.202 TRAINING & CONFERENCES:				385.00	.00	
10.521.22.299 OTHER CONTRACTUAL SERVICES						
LOMBARD, VILLAGE OF	2023-00002071	0	VP SHARE OF (4) SIRENS	1,463.50	.00	
Total 10.521.22.299 OTHER CONTRACTUAL SERVICES:				1,463.50	.00	
10.521.22.399 OTHER SUPPLIES						
AIR ONE EQUIPMENT INC	195164	0	PARATECH CLIPS	378.00	.00	
Total 10.521.22.399 OTHER SUPPLIES:				378.00	.00	
Total FIRE:				2,522.12	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.25.299 OTHER CONTRACTUAL SERVICES						
MEADE INC	705171	0	REPAIR OPTICOM(EVP); RT 64 & MICHIGAN	319.96	.00	
MEADE INC	705172	0	REPAIR OPTICOM(EVP); RT 64 & VILLA	319.96	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:				639.92	.00	
Total STREET:				639.92	.00	
Total CORPORATE FUND:				103,840.05	10,000.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES						
STORINO RAMELLO & DURKIN	88550	0	LEGAL SERVICE - NORTH ARDMORE (TIF 6)	146.25	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				146.25	.00	
Total GENERAL:				146.25	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:				146.25	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.299 OTHER CONTRACTUAL SERVICES						
STORINO RAMELLO & DURKIN	88553	0	LEGAL SERVICES - KENILWORTH TIF 5	48.75	.00	
Total 27.502.01.299 OTHER CONTRACTUAL SERVICES:				48.75	.00	
Total GENERAL:				48.75	.00	
Total TIF 5 FUND - KENILWORTH:				48.75	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
28.502.01.299 OTHER CONTRACTUAL SERVICES						
STORINO RAMELLO & DURKIN	88536	0	LEGAL SERVICES ST CHARLES TIF	1,072.50	.00	
STORINO RAMELLO & DURKIN	88552	0	LEGAL SERVICES ST CHARLES TIF4	48.75	.00	
Total 28.502.01.299 OTHER CONTRACTUAL SERVICES:				1,121.25	.00	
Total GENERAL:				1,121.25	.00	
Total TIF 4 FUND - ST. CHARLES RD:				1,121.25	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
29.502.01.299 OTHER CONTRACTUAL SERVICES						
STORINO RAMELLO & DURKIN	88551	0	LEGAL SERVICE - NORTH ARDMORE (TIF 3)	48.75	.00	
Total 29.502.01.299 OTHER CONTRACTUAL SERVICES:				48.75	.00	
Total GENERAL ADMINSTRATION:				48.75	.00	
Total TIF 3 FUND - NORTH AVENUE:				48.75	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.317 OFFICE SUPPLIES						
GARVEY'S OFFICE PRODUCTS	PINV2437857	0	ICC OFFICE SUPPLIES	64.12	.00	
GARVEY'S OFFICE PRODUCTS	PINV2438748	0	ICC OFFICE SUPPLIES	45.02	.00	
Total 35.502.01.317 OFFICE SUPPLIES:				109.14	.00	
35.502.35.299 OTHER CONTRACTUAL SERVICES						
BRATSCHIE, JEANIE	071523	0	SUPER SENSATIONAL SATURDAY PERFORMER 071523	550.00	.00	
KANTOR, GARY	061223	0	CY23 YOUTH CONTRACTUAL PROGRAM PAYMENT	32.20	.00	
SMITH, VIOLET R	062423	0	CY23 CONTRACTUAL YOGA INSTRUCTION	405.00	.00	
SPARKLES ENTERTAINMENT INC.	071523	0	07.23.23 SUPER SENSATIONAL SATURDAY PERFORMER	295.00	.00	
Total 35.502.35.299 OTHER CONTRACTUAL SERVICES:				1,282.20	.00	
35.502.36.299 OTHER CONTRACTUAL SERVICES						
AMERICAN RED CROSS	22599553	0	CY23 SPRING LIFEGUARD CAMP STAFF CPR & PA CERTIFIC	1,227.00	.00	
EAGLE ACADEMY OF MARTIAL ARTS	20230602	0	CY23 CONTRACTUAL MARTIAL ARTS SPRING PROGRAMMIN	2,963.10	.00	
LAPSHIN, TRACY	23spr	0	CY23 INSTRUCTIONAL FENCING CONTRACTUAL	262.50	.00	
ROBERTSON, JOHN	2023-02	0	CY23 SPRING TAI CHI ADULT CONTRACTUAL PROGRAMS	628.60	.00	
ROCK 'N' KIDS INC	VPSUI23	0	EARLY CHILDHOOD CONTRACTED PROGRAM	136.00	.00	
Total 35.502.36.299 OTHER CONTRACTUAL SERVICES:				5,217.20	.00	
35.502.36.311 PROGRAM SUPPLIES						
DENNY DIAMOND INC	121423	0	DEPOSIT FOR 12.14.23 WHITE FENCE FARM SHOW	100.00	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:				100.00	.00	
Total GENERAL:				6,708.54	.00	
Total RECREATION FUND:				6,708.54	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.02.325 GENERAL EQUIPMENT PARTS						
RUSSO'S POWER EQUIPMENT INC	SPI20292806	0	PART FOR BASEBALL MACHINE	12.99	.00	
Total 36.502.02.325 GENERAL EQUIPMENT PARTS:				12.99	.00	
Total GENERAL:				12.99	.00	
Total PARKS FUND:				12.99	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.02.299 OTHER CONTRACTUAL SERVICES						
KODIAK CONTRACTORS	071323	0	DJ POOL APPRECIATION 07.13.23	400.00	.00	
Total 41.502.02.299 OTHER CONTRACTUAL SERVICES:				400.00	.00	
41.502.02.311 PROGRAM SUPPLIES						
AMERICAN RED CROSS	22602164	0	CY23 SUMMER POOLS LEARN TO SWIM FEE AND LIFEGUAR	342.00	.00	
Total 41.502.02.311 PROGRAM SUPPLIES:				342.00	.00	
Total GENERAL:				742.00	.00	
Total SWIMMING POOL FUND:				742.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.401 CAPITAL OUTLAY						
TDJK VENTURES INC	1539	0	EXTERIOR PAINTING - VILLAGE HALL	3,102.00	3,102.00	07/03/2023
TDJK VENTURES INC	1539	0	EXTERIOR PAINTING & STAINING - POLICE DEPT	4,125.00	4,125.00	07/03/2023
Total 67.502.02.401 CAPITAL OUTLAY:				7,227.00	7,227.00	
Total GENERAL:				7,227.00	7,227.00	
Total BUILDING IMPROVEMENTS FUND:				7,227.00	7,227.00	
Grand Totals:				121,447.73	17,227.00	

	Amount Paid
CASH ALLOCATIONS FUND	
Total CASH ALLOCATIONS FUND:	1,552.15
CORPORATE FUND	
Total CORPORATE FUND:	103,840.05
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	146.25
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	48.75
TIF 4 FUND - ST. CHARLES RD	
Total TIF 4 FUND - ST. CHARLES RD:	1,121.25
TIF 3 FUND - NORTH AVENUE	
Total TIF 3 FUND - NORTH AVENUE:	48.75
RECREATION FUND	
Total RECREATION FUND:	6,708.54
PARKS FUND	
Total PARKS FUND:	12.99
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	742.00
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	7,227.00
Grand Totals:	121,447.73

Amount Paid

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 7/5/23 APPROVED BY .....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0710","0710","0703 INT"

VILLAGE OF VILLA PARK

List of Bills Presented to the Board of Trustees at its Meeting on July 24, 2023

Covering weekly check runs dated for:

July 17, 2023/CY23 ..... $1,206,090.00

1 of 1

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice.Batch = "WF0717","0710 INT","0712 INT","0713 INT"
Invoice Detail.Type = {<>} "Adjustment"

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.130204 GROUP INSURANCE REC						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	27,295.84	27,295.84	07/10/2023
Total 10.130204 GROUP INSURANCE REC:				27,295.84	27,295.84	
10.190515 DUE TO/FROM LIBRARY (BENEFITS)						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	12,967.56	12,967.56	07/10/2023
Total 10.190515 DUE TO/FROM LIBRARY (BENEFITS):				12,967.56	12,967.56	
10.210028 EMPLOYEE HEALTH INS. DED.						
WEX HEALTH INC.	0001746400-IN	0	FSA - MONTHLY MAY 2023	104.50	.00	
Total 10.210028 EMPLOYEE HEALTH INS. DED.:				104.50	.00	
10.42071 ADMINISTRATIVE ADJUDICATION						
QUINTERO, MATCO	06292023	0	REIMB TICKET PS15092; OVERPAID	40.00	.00	
Total 10.42071 ADMINISTRATIVE ADJUDICATION:				40.00	.00	
10.43100 BUILDING PERMITS						
PLETSCH, ROBERT	PRPO202300949	0	REFUND PAID FEE TWICE	25.00	.00	
WALSH SEALCOATING & SNOW REMOV	PRDW202300778	0	REFUND PRDW202300778	135.00	.00	
Total 10.43100 BUILDING PERMITS:				160.00	.00	
Total :				40,567.90	40,263.40	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.511.00.206 SENIOR CITIZEN CAB SUBSIDY						
UNITED DISPATCH	74938	0	SENIOR CAB RIDES; JUNE 2023	6.00	.00	
Total 10.511.00.206 SENIOR CITIZEN CAB SUBSIDY:				6.00	.00	
10.511.00.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	84.76	.00	
Total 10.511.00.210 TELEPHONE:				84.76	.00	
10.511.00.211 LEGAL SERVICES						
STORINO RAMELLO & DURKIN	88548	0	GENERAL (MAY 2023)	10,076.56	.00	
Total 10.511.00.211 LEGAL SERVICES:				10,076.56	.00	
10.511.00.212 LEGAL SERVICES-POLICE						
DOERING, LINDA	2449	0	HEARING COURT JUNE 2023	1,050.00	.00	
Total 10.511.00.212 LEGAL SERVICES-POLICE:				1,050.00	.00	
10.511.00.299 OTHER CONTRACTUAL SERVICES						
CASTUS CORPORATION	07012023	0	CASTUS C4 ANNUAL MAINTENANCE RENEWAL	1,200.00	.00	
POSITIVE IMPRESSIONS	PII-8713	0	FOURTH OF JULY BANNERS	225.39	.00	
SUNCOM.TV	3859	0	BOARD MEETING PRODUCTION MAY 2023	1,200.00	.00	
VILLA PARK VFW 2801	2023	0	VFW 4TH OF JULY PARADE SPONSORSHIP	3,100.00	.00	
Total 10.511.00.299 OTHER CONTRACTUAL SERVICES:				5,725.39	.00	
Total PUBLIC AFFAIRS:				16,942.71	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.512.00.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	42.38	.00	
Total 10.512.00.210 TELEPHONE:				42.38	.00	
10.512.00.303 DUES & PUBLICATIONS						
MUNICIPAL CLERKS OF DUPAGE CO	20232024	0	MEMBERSHIP RENEWAL;H.KORYNECKY	20.00	.00	
Total 10.512.00.303 DUES & PUBLICATIONS:				20.00	.00	
10.512.00.399 OTHER SUPPLIES						
ADDISON ENGRAVING INC	98139	0	EMPLOYEE RETIREMENT PLAQUE	49.00	.00	
Total 10.512.00.399 OTHER SUPPLIES:				49.00	.00	
10.512.01.210 TELEPHONE						
PISANO, DONNY	JUNE 2023	0	PERS PHONE REIMBURSEMENT; JUNE 2023	24.99	.00	
PISANO, DONNY	JUNE 2023	0	USAGE REIMBURSEMENT; JUNE 2023	24.99	.00	
Total 10.512.01.210 TELEPHONE:				49.98	.00	
10.512.01.299 OTHER CONTRACTUAL SERVICES						
CIVIC SYSTEMS LLC	CVC23688	0	SEMI ANNUAL SFTWR SUPP;JUL23-DEC23	11,663.00	.00	
CIVICPLUS LLC	266823	0	WEBSITE/CIVICSEND ANNUAL RENEWAL FEES	18,972.38	.00	
CURRENT TECHNOLOGIES CORP	732042	0	IT CONSULTANT	82.50	.00	
GRANICUS	167754	0	GRANICUS FOIA MODULE - JULY TO SEPT 2023	2,009.78	.00	
KNO2 LLC	INV8305	0	MONTHLY LINE AND DOMESTIC PAGES	32.24	.00	
PROCOM ENTERPRISES LTD	788711	0	ALARM.COM DOOR ACCESS CONTROL	138.00	.00	
Total 10.512.01.299 OTHER CONTRACTUAL SERVICES:				32,897.90	.00	
Total MANAGER:				33,059.26	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.513.00.210 TELEPHONE						
SETTLES, JULIE	APR-MAY 2023	0	USAGE REIMBURSEMENT; APRIL 2023	24.99	.00	
SETTLES, JULIE	APR-MAY 2023	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
SETTLES, JULIE	APR-MAY 2023	0	PERS PHONE REIMBURSEMENT; APRIL 2023	24.99	.00	
SETTLES, JULIE	APR-MAY 2023	0	PERS PHONE REIMBURSEMENT; MAY 2023	24.99	.00	
Total 10.513.00.210 TELEPHONE:				99.96	.00	
10.513.00.299 OTHER CONTRACTUAL SERVICES						
AMERICAN PRINTING TECHNOLOGIES	23-VP06	0	RECYCLING INSERT	994.46	994.46	07/13/2023
GOVTEMPSUSA LLC	4207486	0	CONTRACTED FINANCE DIRECTOR; 6/18 & 6/25/23	7,840.00	.00	
Total 10.513.00.299 OTHER CONTRACTUAL SERVICES:				8,834.46	994.46	
Total FINANCE:				8,934.42	994.46	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.514.00.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	254.28	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	76.52	.00	
Total 10.514.00.210 TELEPHONE:				330.80	.00	
10.514.00.270 MAINT OF OFFICE EQUIPMENT						
KONICA MINOLTA PREMIER FINANCE	504841446	0	LEASE CHARGES JUNE 2023	80.00	.00	
Total 10.514.00.270 MAINT OF OFFICE EQUIPMENT:				80.00	.00	
10.514.00.289 INSPECTORS FEES						
CHADA, MICHAEL	JUNE INSPECTION	0	JUNE INSPECTIONS	540.00	.00	
ELEVATOR INSPECTION SVC CO INC	116982	0	ELEVATOR INSPECTIONS 2023	50.00	.00	
Total 10.514.00.289 INSPECTORS FEES:				590.00	.00	
10.514.00.299 OTHER CONTRACTUAL SERVICES						
DUPAGE COUNTY RECORDER	40504354	0	LIENS AND RELEASES	171.00	.00	
Total 10.514.00.299 OTHER CONTRACTUAL SERVICES:				171.00	.00	
Total COMMUNITY DEVELOPMENT:				1,171.80	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.515.00.205 POSTAGE						
AMERICAN PRINTING TECHNOLOGIES	23-VP05-P	0	POSTAGE	5,000.00	5,000.00	07/13/2023
Total 10.515.00.205 POSTAGE:				5,000.00	5,000.00	
10.515.00.299 OTHER CONTRACTUAL SERVICES						
J.J. KELLER & ASSOC.	9107752419	0	FED/STATE ANNUAL POSTER - SPANISH	92.70	.00	
J.J. KELLER & ASSOC.	9107769943	0	FED/STATE ANNUAL POSTERS	285.79	.00	
Total 10.515.00.299 OTHER CONTRACTUAL SERVICES:				378.49	.00	
Total CENTRAL SERVICES:				5,378.49	5,000.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.516.00.223 WATER & SEWER SERVICE						
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	WWFTF UTL BL 1/1/23-6/30/23	8,317.08	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	HISTORICAL MUSEUM UTL BL 1/1/23-6/30/23	155.52	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	FIRE STATION 3 UTL BL 1/1/23-6/30/23	629.10	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	FIRE STATION #2 UTL BL 1/1/23-6/30/23	799.46	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	STREET DEPT UTL BL 1/1/23-6/30/23	183.89	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	VILLAGE HALL UTL BL 1/1/23-6/30/23	234.83	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	PARKS GARAGE N(28) UTL BL 1/1/23-6/30/23	324.81	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	PW GARAGE (42) UTL BL 1/1/23-6/30/23	87.85	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	VEHICLE MAINT UTL BL 1/1/23-6/30/23	191.16	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	VEHICLE MAINT UTL BL 1/1/23-6/30/23	187.49	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	CENTRAL PUMP STN UTL BL 1/1/23-6/30/23	163.85	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	PUBLIC WORKS UTL BL 1/1/23-6/30/23	342.63	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	POLICE DEPT UTL BL 1/1/23-6/30/23	152.39	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	CORNELL PUMP STATION UTL BL 1/1/23-6/30/23	762.63	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	106 S VILLA UTL BL 1/1/23-6/30/23	119.96	.00	
Total 10.516.00.223 WATER & SEWER SERVICE:				12,652.65	.00	
10.516.00.299 OTHER CONTRACTUAL SERVICES						
MIDLAND PLUMBING & SEWER	8928	0	VH MAIN SEWER LINE 062223	1,200.00	.00	
SMG SECURITY SYSTEMS INC	155950	0	QTR CORP FIRE N BURGLAR ALARMS	2,236.08	.00	
SMG SECURITY SYSTEMS INC	156864	0	VH ELEVATOR INSPECTION	280.00	.00	
SMG SECURITY SYSTEMS INC	156866	0	PD ELEVATOR INSPECTION	372.50	.00	
Total 10.516.00.299 OTHER CONTRACTUAL SERVICES:				4,088.58	.00	
Total BUILDINGS & GROUNDS:				16,741.23	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.517.00.223 WATER & SEWER SERVICE						
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	UPRR UTL BL 1/1/23-6/30/23	162.27	.00	
Total 10.517.00.223 WATER & SEWER SERVICE:				162.27	.00	
10.517.00.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	45804	0	MTHLY LAWN MAINT. METRA	1,350.00	.00	
TOTAL PARKING SOLUTIONS	106160	0	ANNUAL WEB OFFICE CMS	960.00	.00	
TOTAL PARKING SOLUTIONS	106161	0	ANNUAL PARKING TERMINAL MAINT CONTRACT	1,587.00	.00	
Total 10.517.00.299 OTHER CONTRACTUAL SERVICES:				3,897.00	.00	
Total COMMUTER PARKING LOT:				4,059.27	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.518.00.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	42.38	.00	
Total 10.518.00.210 TELEPHONE:				42.38	.00	
10.518.00.215 SHOP SERVICES						
CINTAS CORPORATION #344	4160916291	0	MATS, UNIFORMS, TOWELS	58.46	.00	
Total 10.518.00.215 SHOP SERVICES:				58.46	.00	
10.518.00.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	4,387.28	4,387.28	07/10/2023
Total 10.518.00.250 EMPLOYEE BENEFITS:				4,387.28	4,387.28	
10.518.00.309 GAS & DIESEL FUEL						
AL WARREN OIL COMPANY INC	W1570154	0	FLT UNLEADED FUEL 6000 GALS.	19,758.00	.00	
AL WARREN OIL COMPANY INC	W1570155	0	FLT BIO DIESEL 2000 GALS	6,016.00	.00	
Total 10.518.00.309 GAS & DIESEL FUEL:				25,774.00	.00	
Total GARAGE:				30,262.12	4,387.28	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.519.00.210 TELEPHONE						
VOSKRESENSKI, VASSILI	52023	0	PERS DEVICE PHONE REIMB; MAY 2023	24.99	.00	
VOSKRESENSKI, VASSILI	52023	0	USAGE REIMBURSEMENT; MAY 2023	24.99	.00	
Total 10.519.00.210 TELEPHONE:				49.98	.00	
Total ENGINEERING:				49.98	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.520.01.210 TELEPHONE						
VERIZON WIRELESS	9937655669	0	EMPL & SQUAD CELL SVC 05.20-06.19.23	798.45	.00	
Total 10.520.01.210 TELEPHONE:				798.45	.00	
10.520.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	81,570.26	81,570.26	07/10/2023
Total 10.520.01.250 EMPLOYEE BENEFITS:				81,570.26	81,570.26	
10.520.01.299 OTHER CONTRACTUAL SERVICES						
DACRA ADJUDICATION SYSTEM	DT 2023-06-103	0	DACRA PD & CD ADJUDICATION/TICKET PROGRAM	750.00	.00	
P.F. PETTIBONE & CO.	184150	0	POLICE DEPT & RESIDENT BICYCLE REGISTRATION FORMS	317.50	.00	
VISUAL COMPUTER SOLUTIONS INC.	19737	0	SAAS SCHEDULING ANNUAL SOFTWARE RENEWAL SEPT 2	3,040.70	.00	
Total 10.520.01.299 OTHER CONTRACTUAL SERVICES:				4,108.20	.00	
10.520.07.230 PRINTING SERVICES						
PRINTSMART PRINTING &	REISSUE-37090	0	#10 WINDOW ENVELOPES, #10 ENVELOPES	524.00	524.00	07/12/2023
Total 10.520.07.230 PRINTING SERVICES:				524.00	524.00	
10.520.07.299 OTHER CONTRACTUAL SERVICES						
LEXIPOL LLC	INVLEX16390	0	ANNUAL LAW ENFORCEMENT MANUAL-POLICY UPDATES	4,600.00	.00	
Total 10.520.07.299 OTHER CONTRACTUAL SERVICES:				4,600.00	.00	
10.520.09.301 UNIFORMS						
O'HERRON CO INC, RAY	2280283	0	FITTED POLICE CAP, PATCHES-SEWING-OFC C ALIANO	42.99	.00	
O'HERRON CO INC, RAY	2280153	0	BULLETPROOF VEST FOR OFC PEREZ	1,160.99	.00	
Total 10.520.09.301 UNIFORMS:				1,203.98	.00	
Total POLICE:				92,804.89	82,094.26	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.521.01.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	127.14	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	24.84	.00	
Total 10.521.01.210 TELEPHONE:				151.98	.00	
10.521.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	4,379.20	4,379.20	07/10/2023
Total 10.521.01.250 EMPLOYEE BENEFITS:				4,379.20	4,379.20	
10.521.01.303 DUES & PUBLICATIONS						
MABAS DIVISION XII	2023-24	0	MABAS DIV.12 & BOARD ANNUAL DUES	3,410.00	.00	
Total 10.521.01.303 DUES & PUBLICATIONS:				3,410.00	.00	
Total FIRE:				7,941.18	4,379.20	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.523.02.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	74.52	.00	
Total 10.523.02.210 TELEPHONE:				74.52	.00	
10.523.02.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	35,243.72	35,243.72	07/10/2023
Total 10.523.02.250 EMPLOYEE BENEFITS:				35,243.72	35,243.72	
Total AMBULANCE/PARAMEDIC:				35,318.24	35,243.72	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.524.02.299 OTHER CONTRACTUAL SERVICES						
LAKESHORE RECYCLING SYSTEMS	3817550	0	TRASH & BRUSH REMOVAL JUNE 2023	138,201.12	.00	
Total 10.524.02.299 OTHER CONTRACTUAL SERVICES:				138,201.12	.00	
Total GARBAGE:				138,201.12	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
10.525.01.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	24.84	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	19.81	.00	
Total 10.525.01.210 TELEPHONE:				44.65	.00	
10.525.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	20,758.30	20,758.30	07/10/2023
Total 10.525.01.250 EMPLOYEE BENEFITS:				20,758.30	20,758.30	
10.525.25.299 OTHER CONTRACTUAL SERVICES						
H & H ELECTRIC COMPANY	41642	0	MAY TRAFFIC SIGNAL MAINTENANCE	624.00	.00	
Total 10.525.25.299 OTHER CONTRACTUAL SERVICES:				624.00	.00	
10.525.25.392 BARRICADES						
ROADSAFE TRAFFIC SYSTEMS	RT451637	0	BARRICADE RENTALS FOR JULY 4TH EVENT	500.00	.00	
Total 10.525.25.392 BARRICADES:				500.00	.00	
10.525.27.341 SALT/CALCIUM CHLORIDE						
MORTON SALT INC	5402793023	0	20.15 TONS BULK SAFETY SALT	1,528.98	.00	
Total 10.525.27.341 SALT/CALCIUM CHLORIDE:				1,528.98	.00	
10.525.27.342 ASPHALT MIX						
DUPAGE MATERIALS COMPANY LLC.	22244	0	HMA SC N50 D 9.5	452.15	.00	
DUPAGE MATERIALS COMPANY LLC.	22301	0	HMA SC N50 D 9.5	419.90	.00	
DUPAGE MATERIALS COMPANY LLC.	22346	0	HMA SC N50 D 9.5	389.58	.00	
Total 10.525.27.342 ASPHALT MIX:				1,261.63	.00	
Total STREET:				24,717.56	20,758.30	
Total CORPORATE FUND:				456,150.17	193,120.62	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
20.502.11.399 OTHER SUPPLIES						
DRURY, CHARLIE	07062023	0	UNDERAGE BUYER FOR TOBACCO COMPLIANCE CHECKS	60.00	.00	
PLENIO, AMELIE	07062023	0	UNDERAGE BUYER FOR TOBACCO COMPLIANCE CHECKS	60.00	.00	
Total 20.502.11.399 OTHER SUPPLIES:				120.00	.00	
Total GENERAL:				120.00	.00	
Total DRUG CONTROL FUND:				120.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
26.502.01.299 OTHER CONTRACTUAL SERVICES						
ROMANO LANDSCAPE	45804	0	MTHLY LAWN MAINT. ARDMORE	775.00	.00	
Total 26.502.01.299 OTHER CONTRACTUAL SERVICES:				775.00	.00	
Total GENERAL:				775.00	.00	
Total TIF 6 FUND-NO ARDMORE/VERMONT:				775.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
27.502.01.401 CAPITAL OUTLAY						
MIDLAND PLUMBING & SEWER	8926	0	CORTESI SPRINKLER REPAIRS	2,200.00	.00	
Total 27.502.01.401 CAPITAL OUTLAY:				2,200.00	.00	
Total GENERAL:				2,200.00	.00	
Total TIF 5 FUND - KENILWORTH:				2,200.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
35.502.01.205 POSTAGE						
POSTMASTER	07052023	0	POSTAGE-GOLDEN TIMES NEWSLETTER	350.00	.00	
POSTMASTER	07102023	0	ANNUAL BULK MAIL FEE	290.00	.00	
Total 35.502.01.205 POSTAGE:				640.00	.00	
35.502.01.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	254.28	.00	
Total 35.502.01.210 TELEPHONE:				254.28	.00	
35.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	14,877.16	14,877.16	07/10/2023
LINDEN OAKS MEDICAL GROUP	07012023	0	EMP ASSIST PRGM; APR-JUN 2023	1,443.25	.00	
Total 35.502.01.250 EMPLOYEE BENEFITS:				16,320.41	14,877.16	
35.502.01.299 OTHER CONTRACTUAL SERVICES						
GORDON FLESCH CO. INC	IN14168720	0	FREIGHT	47.99	.00	
Total 35.502.01.299 OTHER CONTRACTUAL SERVICES:				47.99	.00	
35.502.16.223 WATER & SEWER SERVICE						
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	LIONS FIELD UTL BL 1/1/23-6/30/23	387.18	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	ROTARY PARK RSTRM 1/1/23-6/30/23	128.22	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	ICC 1ST UTL BL 1/1/23-6/30/23	627.75	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	ICC 2ND UTL BL 1/1/23-6/30/23	108.78	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	HIGHRIDGE BASEBALL FIELD UTL BL 1/1/23-6/30/23	1,050.56	.00	
Total 35.502.16.223 WATER & SEWER SERVICE:				2,302.49	.00	
35.502.16.299 OTHER CONTRACTUAL SERVICES						
MIDLAND PLUMBING & SEWER	8925	0	ICC SPRINKLER REPAIRS	480.00	.00	
Total 35.502.16.299 OTHER CONTRACTUAL SERVICES:				480.00	.00	
35.502.35.311 PROGRAM SUPPLIES						
MICHAEL ANTHONY'S PIZZA	139616	0	FTJ LUNCH	50.50	.00	
MICHAEL ANTHONY'S PIZZA	139617	0	JUNE BIRTHDAY LUNCH	346.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 35.502.35.311 PROGRAM SUPPLIES:				396.50	.00	
35.502.36.311 PROGRAM SUPPLIES						
MICHAEL ANTHONY'S PIZZA	139534	35010	MOM AND SON BANQUET	385.00	.00	
Total 35.502.36.311 PROGRAM SUPPLIES:				385.00	.00	
Total GENERAL:				20,826.67	14,877.16	
Total RECREATION FUND:				20,826.67	14,877.16	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
36.502.01.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	211.90	.00	
Total 36.502.01.210 TELEPHONE:				211.90	.00	
36.502.01.223 WATER & SEWER SERVICE						
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	CORTESI PARK UTL BL 1/1/23-6/30/23	176.05	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	TRAIN DEPOT UTL BL 1/1/23-6/30/23	250.08	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	VILLA TOT LOT UTL BL 1/1/23-6/30/23	5.78	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	TOT LOT UTL BL 1/1/23-6/30/23	26.40	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	NORTH TERRACE PARK UTL BL 1/1/23-6/30/23	137.70	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	PARKS GARAGE (42) UTL BL 1/1/23-6/30/23	298.08	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	FRANKLIN PARK FOUNTAIN UTL BL 1/1/23-6/30/23	1.37	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	TWIN LAKES UTL BL 1/1/23-6/30/23	23.62	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	ARDMR/CNTRL FNTN UTL BL 1/1/23-6/30/23	1.47	.00	
Total 36.502.01.223 WATER & SEWER SERVICE:				920.55	.00	
36.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	16,282.56	16,282.56	07/10/2023
Total 36.502.01.250 EMPLOYEE BENEFITS:				16,282.56	16,282.56	
36.502.02.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	74.52	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	5.66	.00	
Total 36.502.02.210 TELEPHONE:				80.18	.00	
36.502.02.299 OTHER CONTRACTUAL SERVICES						
3D DESIGN STUDIO	5	36000	LUFKIN PARK CONSTRUCTION DOCUMENTS	9,975.00	.00	
MIDLAND PLUMBING & SEWER	8927	0	HIGHRIDGE SPRINKLER REPAIRS	1,800.00	.00	
ROMANO LANDSCAPE	45804	0	MTHLY LAWN MAINT. NORTH AVE & FD 81, 82	2,290.00	.00	
SOLITUDE LAKE MANAGEMENT LLC	PSI-84890	0	JUNE 2023 N. TERRACE POND MAINT.	289.00	.00	
TERRACE SUPPLY COMPANY	1050167	0	PKS TOOL RENTAL	18.90	.00	
TERRACE SUPPLY COMPANY	1050168	0	PARKS TOOL RENTAL	12.60	.00	
Total 36.502.02.299 OTHER CONTRACTUAL SERVICES:				14,385.50	.00	
Total GENERAL:				31,880.69	16,282.56	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total PARKS FUND:				31,880.69	16,282.56	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
41.502.01.223 WATER & SEWER SERVICE						
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	JEFFERSON POOL UTL BL 1/1/23-6/30/23	1,944.92	.00	
VILLAGE OF VILLA PARK UTILITY BILL	JAN-JUNE	0	JEFFERSON #2 UTL BL 1/1/23-6/30/23	2,813.86	.00	
Total 41.502.01.223 WATER & SEWER SERVICE:				4,758.78	.00	
41.502.03.302 CHEMICALS						
AQUA PURE ENTERPRISES INC	0145692-IN	0	POOL-CALCIUM TABS	4,079.71	.00	
Total 41.502.03.302 CHEMICALS:				4,079.71	.00	
Total GENERAL:				8,838.49	.00	
Total SWIMMING POOL FUND:				8,838.49	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.45128 MISCELLANEOUS REVENUE						
WALSH SEALCOATING & SNOW REMOV	PRDW202300778	0	REFUND PRDW202300778	100.00	.00	
Total 60.45128 MISCELLANEOUS REVENUE:				100.00	.00	
Total :				100.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
60.502.02.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	25,421.54	25,421.54	07/10/2023
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	4,206.68	4,206.68	07/10/2023
Total 60.502.02.250 EMPLOYEE BENEFITS:				29,628.22	29,628.22	
60.502.02.299 OTHER CONTRACTUAL SERVICES						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	38.26	.00	
Total 60.502.02.299 OTHER CONTRACTUAL SERVICES:				38.26	.00	
60.502.10.292 ENGINEERING SERVICES						
CDM SMITH INC	90178823	0	RAILROAD GRADE SEPARATION FEASIBILITY STUDY	29,113.97	.00	
Total 60.502.10.292 ENGINEERING SERVICES:				29,113.97	.00	
Total GENERAL:				58,780.45	29,628.22	
Total STREET IMPROVEMENT FUND:				58,880.45	29,628.22	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
65.502.02.401 CAPITAL OUTLAY						
JOE RIZZA FORD OF ORLAND PARK	07112023	0	2023 FORD F-350	52,600.21	52,600.21	07/13/2023
Total 65.502.02.401 CAPITAL OUTLAY:				52,600.21	52,600.21	
Total GENERAL:				52,600.21	52,600.21	
Total EQUIPMENT REPLACEMENT FUND:				52,600.21	52,600.21	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
67.502.02.299 OTHER CONTRACTUAL SERVICES						
WILLIAMS ARCHITECTS	21807	35011	LIONS REC MAY '23 CONSTRUCTION DOCUMENTS, INTERIO	233,564.02	.00	
Total 67.502.02.299 OTHER CONTRACTUAL SERVICES:				233,564.02	.00	
67.502.02.402 NON-CAPITAL OUTLAY						
GRAINGER	9743769318	0	FD 81 AIR COMPRESSOR	3,811.42	.00	
Total 67.502.02.402 NON-CAPITAL OUTLAY:				3,811.42	.00	
Total GENERAL:				237,375.44	.00	
Total BUILDING IMPROVEMENTS FUND:				237,375.44	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
68.502.10.292 ENGINEERING SERVICES						
EDWIN HANCOCK ENGINEERING CO	23-0033	0	MAPLE AREA IMPROVEMENT PROJECT	2,088.75	.00	
EDWIN HANCOCK ENGINEERING CO	23-0110	0	MAPLE AREA IMPROVEMENT PROJECT	4,335.26	.00	
Total 68.502.10.292 ENGINEERING SERVICES:				6,424.01	.00	
Total GENERAL:				6,424.01	.00	
Total STORMWATER BUYOUT FUND:				6,424.01	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
82.502.01.210 TELEPHONE						
JESSEN, DENNIS	June 2023 Cell Pho	0	USAGE REIMBURSEMENT; JUNE 2023	24.99	.00	
JESSEN, DENNIS	June 2023 Cell Pho	0	PERS DEVICE PHONE REIMB; JUNE 2023	24.99	.00	
VENCHUS, THOMAS	June 2023 Cell Pho	0	USAGE REIMBURSEMENT; JUNE 2023	24.99	.00	
VENCHUS, THOMAS	June 2023 Cell Pho	0	PERS DEVICE PHONE REIMB; JUNE 2023	24.99	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	2.73	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	84.76	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	114.78	.00	
Total 82.502.01.210 TELEPHONE:				302.23	.00	
82.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	12,666.62	12,666.62	07/10/2023
Total 82.502.01.250 EMPLOYEE BENEFITS:				12,666.62	12,666.62	
82.502.01.299 OTHER CONTRACTUAL SERVICES						
AMERICAN PRINTING TECHNOLOGIES	23-VP05	0	PRODUCTION SVCS UTIL BILL RUN#5 2023	312.53	312.53	07/13/2023
AMERICAN PRINTING TECHNOLOGIES	23-VP06	0	PRODUCTION SVCS UTIL BILL RUN#6 2023	312.53	312.53	07/13/2023
Total 82.502.01.299 OTHER CONTRACTUAL SERVICES:				625.06	625.06	
82.502.01.321 PURCHASE OF WATER						
DUPAGE WATER COMMISSION	June 2023 Pumpag	0	JUNE WATER PUMPAGE BILL 2023	284,047.61	.00	
Total 82.502.01.321 PURCHASE OF WATER:				284,047.61	.00	
82.502.02.292 ENGINEERING SERVICES						
EDWIN HANCOCK ENGINEERING CO	23-0033	0	MAPLE AREA IMPROVEMENT PROJECT	2,610.94	.00	
EDWIN HANCOCK ENGINEERING CO	23-0110	0	MAPLE AREA IMPROVEMENT PROJECT	5,419.06	.00	
Total 82.502.02.292 ENGINEERING SERVICES:				8,030.00	.00	
82.502.02.299 OTHER CONTRACTUAL SERVICES						
PRECISE MRM LLC	200-1043414	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY SUBSCRIP	520.00	.00	
Total 82.502.02.299 OTHER CONTRACTUAL SERVICES:				520.00	.00	
82.502.02.343 STONE						
DUPAGE MATERIALS COMPANY LLC.	22058	0	FRAP 3/8 PLUS	112.00	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total 82.502.02.343 STONE:				112.00	.00	
Total GENERAL:				306,303.52	13,291.68	
Total WATER SUPPLY FUND:				306,303.52	13,291.68	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
83.502.01.210 TELEPHONE						
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	5.66	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	76.52	.00	
VERIZON WIRELESS PW	9938270576	0	WIRELESS SERVICE FROM 05/27/23 TO 06/26/23	84.76	.00	
Total 83.502.01.210 TELEPHONE:				166.94	.00	
83.502.01.250 EMPLOYEE BENEFITS						
BLUE CROSS BLUE SHIELD	07012023	0	HEALTH INSURANCE; JULY2023	3,661.36	3,661.36	07/10/2023
Total 83.502.01.250 EMPLOYEE BENEFITS:				3,661.36	3,661.36	
83.502.01.299 OTHER CONTRACTUAL SERVICES						
AMERICAN PRINTING TECHNOLOGIES	23-VP05	0	PRODUCTION SVCS UTIL BILL RUN#5 2023	312.52	312.52	07/13/2023
AMERICAN PRINTING TECHNOLOGIES	23-VP06	0	PRODUCTION SVCS UTIL BILL RUN#6 2023	312.52	312.52	07/13/2023
Total 83.502.01.299 OTHER CONTRACTUAL SERVICES:				625.04	625.04	
83.502.01.303 DUES & PUBLICATIONS						
ILLINOIS EPA	IL0033618-2	0	ANNUAL NPDES BILL	7,500.00	.00	
Total 83.502.01.303 DUES & PUBLICATIONS:				7,500.00	.00	
83.502.02.292 ENGINEERING SERVICES						
EDWIN HANCOCK ENGINEERING CO	23-0033	0	MAPLE AREA IMPROVEMENT PROJECT	2,610.94	.00	
EDWIN HANCOCK ENGINEERING CO	23-0110	0	MAPLE AREA IMPROVEMENT PROJECT	5,419.06	.00	
Total 83.502.02.292 ENGINEERING SERVICES:				8,030.00	.00	
83.502.02.299 OTHER CONTRACTUAL SERVICES						
PRECISE MRM LLC	200-1043414	0	AUTOMATIC VEHICLE LOCATION (AVL) MONTHLY SUBSCRIP	520.00	.00	
Total 83.502.02.299 OTHER CONTRACTUAL SERVICES:				520.00	.00	
83.502.04.292 ENGINEERING SERVICES						
EDWIN HANCOCK ENGINEERING CO	23-0033	0	MAPLE AREA IMPROVEMENT PROJECT	1,044.37	.00	
EDWIN HANCOCK ENGINEERING CO	23-0110	0	MAPLE AREA IMPROVEMENT PROJECT	2,167.64	.00	
Total 83.502.04.292 ENGINEERING SERVICES:				3,212.01	.00	

Vendor Name	Invoice Number	Activity	Description	Invoice Amt	Amount Paid	Date Paid
Total GENERAL:				23,715.35	4,286.40	
Total WASTEWATER FUND:				23,715.35	4,286.40	
Grand Totals:				1,206,090.00	324,086.85	

	Amount Paid
CORPORATE FUND	
Total CORPORATE FUND:	456,150.17
DRUG CONTROL FUND	
Total DRUG CONTROL FUND:	120.00
TIF 6 FUND-NO ARDMORE/VERMONT	
Total TIF 6 FUND-NO ARDMORE/VERMONT:	775.00
TIF 5 FUND - KENILWORTH	
Total TIF 5 FUND - KENILWORTH:	2,200.00
RECREATION FUND	
Total RECREATION FUND:	20,826.67
PARKS FUND	
Total PARKS FUND:	31,880.69
SWIMMING POOL FUND	
Total SWIMMING POOL FUND:	8,838.49
STREET IMPROVEMENT FUND	
Total STREET IMPROVEMENT FUND:	58,880.45
EQUIPMENT REPLACEMENT FUND	
Total EQUIPMENT REPLACEMENT FUND:	52,600.21
BUILDING IMPROVEMENTS FUND	
Total BUILDING IMPROVEMENTS FUND:	237,375.44
STORMWATER BUYOUT FUND	
Total STORMWATER BUYOUT FUND:	6,424.01

	Amount Paid
WATER SUPPLY FUND	
Total WATER SUPPLY FUND:	306,303.52
WASTEWATER FUND	
Total WASTEWATER FUND:	23,715.35
Grand Totals:	1,206,090.00

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE 7/14/23 APPROVED BY .....

Report Criteria:
Invoices with totals above $0 included.
Paid and unpaid invoices included.
Invoice Detail.Adjustmentid = {IS NULL}
Invoice.Batch = "WF0717","0710 INT","0712 INT","0713 INT"

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Consent Agenda

Subject:
Minutes of the Committee of the Whole Meeting and Board of Trustees Meeting from July 10, 2023

Suggested Action:
Approval of the Committee of the Whole Meeting and Board of Trustees Meeting from July 10, 2023.

Attachments:
Minutes COW July 10, 2023.docx
Minutes July 10 2023.docx

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Committee of the Whole

July 10, 2023 **6:00 PM**

Village President Nick Cuzzone
Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

MINUTES OF THE COMMITTEE OF THE WHOLE MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JULY 10, 2023

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.
President Cuzzone led the Pledge of Allegiance.

3. Discussion Items.
3.a. Discussion of Leasing Vehicles.
The Village has a number of vehicles that, due to age, require more maintenance, are less fuel efficient and are often hand-me-downs from the police and, therefore, not ideally suited for their current use (e.g. Dodge Chargers for Community Development). With the size of the fleet and the current replacement trend, we hit a point where we may be unable, at times, to put people in a functioning vehicle as needed. Raymond Jess of Enterprise Fleet Management, Inc. will be at the COW meeting to discuss the program they offer to local governments to lease vehicles.
Manager Harline provided an overview of the fleet. Raymond Jess gave a PowerPoint presentation on the program offered by Enterprise Fleet Management and responded to questions from the board. He also provided details on their proposal and recommendation for a vehicle replacement schedule to help reduce maintenance costs.

4. Public Comments.
There were no participants.

5. Adjournment.
Motion to adjourn was made by Trustee Corkery and seconded by Trustee Alfano. Voice vote passed with all ayes. The meeting adjourned at 6:34 p.m.

Respectfully submitted,

Hosanna Korynecky
Village Clerk

Next Ordinance 4353
Next Resolution 23-40

VILLAGE OF VILLA PARK

Village Hall, Board Chambers
20 South Ardmore Avenue
Villa Park, IL 60181

Village Board of Trustees

July 10, 2023 **7:00 PM**

Village President Nick Cuzzone

Village Clerk Hosanna Korynecky
Village Trustees Cari Alfano, Jorge Cordova, Jack Corkery, Jack Kozar, Deepa Kumar, Kevin Patrick

MINUTES OF THE FORMAL MEETING HELD IN VILLAGE HALL BY THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF VILLA PARK ON JULY 10, 2023

1. Call to Order – Roll Call.
President Cuzzone called the meeting to order and Clerk Korynecky called the roll.
Trustee Kumar was absent.

2. Pledge of Allegiance.
President Cuzzone led the Pledge of Allegiance and said the prayer.

3. Amendments to the Agenda.

4. Presentation.
4.a. Presentation by Beth Marchetti on Upcoming 2025 USA Curling Mixed Double Invitational.
Beth Marchetti, Executive Director for the DuPage Convention and Visitors Bureau, will make a presentation about what their office does and the services we benefit from here in Villa Park. Specifically, DuPage CVB and the DuPage Sports Authority have some details about the 2025 USA Curling Mixed Double Invitational.
Beth Marchetti gave a PowerPoint presentation on the various amenities in DuPage County. She also provided details on the upcoming 2025 USA Curling Mixed Double Invitational and how communities will benefit from the visitors attending the sports events.

4.b. Presentation to Brian Sawyer.
IT Manager Brian Sawyer was able to renegotiate the Comcast agreement to the Village's significant advantage.
Manager Harline provided details of the new agreement and President Cuzzone presented Brian Sawyer with a plaque of appreciation from the Village.

5. Public Comments on Agenda Items.
Resident Cheryl Tucker referred to Items 8.b. and 8.d. and spoke in support of both resolutions.
Resident Christine Murphy referred to Item 8.d. and spoke in support of the resolution.

6. Consent Agenda.
6.a. Bill Listing for the Weeks of June 26, 2023 and July 3, 2023 in a Total Amount of $605,021.50.
6.b. Minutes of the Board of Trustees Meeting from June 26, 2023.
Motion to approve Consent Agenda was made by Trustee Corkery and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Cordova, Corkery, Patrick and President Cuzzone. There were no nays. Motion carried.

7. Ordinances.

7.a. An Ordinance Correcting the Numerical Identification of Ordinance No. 4727 and Renumbering said Ordinance to Ordinance No. 4277 and Amending the Incorrect Reference in Any Subsequent Ordinance, Including Ordinance No. 4345, to Reference the Corrected Ordinance Number.

This ordinance will renumber Ordinance No. "4727" to Ordinance No. 4277, thereby fixing a scrivener's error and placing it properly in sequence. The ordinance also corrects any incorrect reference to Ordinance No. "4727" in any other subsequent ordinance, including ordinance No.4345, and corrects and amends the ordinance to correctly read Ordinance 4277.

Motion to approve the ordinance was made by Trustee Cordova and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Patrick, Corkery, Kozar, Cordova, Alfano and President Cuzzone. There were no nays. Motion carried.

8. Resolutions.

8.a. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Bidding Requirements and Authorizing a Contractual Agreement with Bellefeuil, Szur and Associates for the License, Implementation and Maintenance Support for Enterprise Resource Planning Systems Software.

For the 2023 budget, staff proposed funding towards the implementation of Enterprise Resource Planning (ERP) Systems software which would replace current outdated and inefficient software used by the Finance and Community Development Departments. This software will also include human resource and work order software which the Village does not currently have in place. After extensive research, staff is recommending implementation of the ERP system offered by Bellefeuil, Szur and Associates which offered the best combination of functionality and price. This solution will provide integrated software across the Village for real time seamless integration with permitting, business licensing, utility billing and finance which, in turn, will provide many opportunities for expanded citizen engagement and service. The cost for the modules, database set up, implementation and training will not exceed $292,605. Implementation will take 18 to 24 months with payments occurring over three budget years. Staff recommends approval of this resolution.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Cordova. Discussion ensued on the benefits to the Village and residents. IT Manager Sawyer responded to questions from the board and provided additional details on research done on the software and, specifically, how residents will benefit. AVM McVey provided information on the annual fees and responded to questions from the board. Roll call vote tallied six (6) ayes made by Trustees Corkery, Patrick, Cordova, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

8.b. A Resolution of the Village of Villa Park, DuPage County, Illinois, Approving and Authorizing the Execution of a Maintenance and Facility Use Agreement Between Villa Park School District 45, Village of Villa Park and Villa Park Youth Baseball Association, Inc.

Village staff met with staff from Villa Park School District 45 (D45) and representatives of Villa Park Youth Baseball Association, Inc. (VPYBA) to try to provide the best possible youth baseball program for the community. D45 has expressed interest in negotiating a new agreement with the Village and VPYBA to provide help with the specialized maintenance to the infield of the School District's baseball fields located at Jefferson and Jackson Middle Schools, as well as on Village properties. VPYBA has agreed to pay part of the Village's costs in the proposed agreement as well. The Board is asked to authorize the Village Manager to enter into an agreement with D45 and VPYBA to allow for Village staff to assist with setting fields for the VPYBA and direct staff to work with all parties to make sure that youth baseball is supported and can proceed as planned this season under the guidelines of the proposed agreement.

Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar.

Motion by Trustee Patrick to postpone Items 8.b.and 8.c. to the next regular meeting on July 24, 2023 and seconded by Trustee Cordova. Discussion ensued on approving the resolution and authorizing Manager Harline to complete negotiations on the proposed agreement. Attorney Wolf provided clarification on the proposed agreement and suggested that Items 8.b. and 8.c be voted on independently. Trustee Patrick clarified his motion to postpone only Item 8.b. to the July 24, 2023 meeting. Attorney Wolf also clarified that the agreement, as written, is for this season and next season only. Some discussion ensued on the advantage of a shorter agreement.

Roll call vote to postpone Item 8.b. tallied three (3) ayes made by Trustees Alfano, Patrick and Corkery and three (3) nays made by Trustees Kozar, Cordova and President Cuzzone. Motion failed.

Some discussion ensued. Roll call vote to approve the resolution tallied six (6) ayes made by Trustees Cordova, Corkery, Patrick, Alfano, Kozar and President Cuzzone. There were no nays. Motion carried.

8.c. A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Intergovernmental Agreement Between the Village of Villa Park and DuPage School District 45 for School Resource Officer Service.
Motion to approve the resolution was made by Trustee Patrick and seconded by Trustee Kozar. Manager Harline provided information on issues still being discussed with D45.
Motion to postpone Item 8.c. to the next regular meeting on July 24, 2023 was made by Trustee Kozar and seconded by Trustee Cordova. Roll call vote tallied six (6) ayes made by Trustees Patrick, Corkery, Kozar, Alfano, Cordova and President Cuzzone. There were no nays. Motion carried.

8.d. A Resolution of the Village of Villa Park, DuPage County, Illinois, Naming Assistant Village Manager Suzanne McVey as Administrative Officer and Making Provision for An Acting Administrative Officer.
In July of 2019, the Board of Trustees named Michael Guerra as Administrative Officer by resolution to fulfill the duties of the Village Manager if the Village Manager were to become incapacitated or absent form the State or from the office. This allows for continuity of government in terms of approving bills and contracts if the Village Manager was unable to do so. As Public Works Director, he was the most logical choice. In 2021, the position of Assistant Village Manager was created and in June of that year the Village Manager hired Suzanne McVey as the first Assistant Village Manager in Villa Park under Ordinance 4218. With the creation of this position, the logical choice for the Administrative Officer is the Assistant Village Manager. Moreover, if both the Assistant Village Manager and the Village Manager were out of town, having a third in line of succession is a prudent move.
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Patrick. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Kozar, Alfano, Cordova, Corkery, Patrick and President Cuzzone. There were no nays. Motion carried.

8.e. A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving Competitive Bidding and Authorizing the Village Manager's Purchase of a Ford F350 Pick-up Truck with Plow Attachment for the Public Works Department at a Cost Not to Exceed $65,000.00.
Previously, on December 12, 2022, the Village Board authorized the purchase of a Ford 350 Pick-up Truck with plow attachment for the Public Works Department through the State of Illinois joint purchase program at a cost not to exceed $65,000.00, pursuant to Resolution No. 2222. The current demand for vehicles in the marketplace has prevented the Village from acquiring the needed truck in a timely fashion. The same vehicle is, or may become, immediately available through local dealerships and at a cost equal to or lower than the cost through the State's joint purchase program. The proposed ordinance will vest the Village Manager with the authority to purchase a Ford 350 Pick-up Truck with plow attachment or other substantially similar and comparable vehicle for the Public Works Department through a dealership and without competitive bidding at a cost not to exceed $65,000.00.
Motion to approve the resolution was made by Trustee Corkery and seconded by Trustee Cordova. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Alfano, Patrick, Cordova, Corkery, Kozar and President Cuzzone. There were no nays. Motion carried.

9. Public Comments on Non-Agenda Items.
President Cuzzone read an email into the record from resident Bell Hopkins regarding health issue concerns with cell towers.

10. Village Clerk's Report.
Clerk Korynecky announced the Kiwanis summer concert on Wednesday, July 12, at 6:30 p.m. at the gazebo.

11. Village Trustees' Report.
Trustee Alfano thanked the VFW and organizations involved for the 4th of July parade. She gave an update on the Mariner's swim team and asked for a COW on liquor licenses.
Trustee Corkery had no report or recommendations.
Trustee Patrick commended staff on the parade and on preparations with the VFW. He also referred to an email he sent to the Board regarding Village commissions.
Trustee Cordova had no report or recommendations.
Trustee Kozar asked that a draft agenda be sent out one week in advance.

12. Village President's Report.
President Cuzzone thanked staff and the VFW for the 4th of July parade. He commended the Video Commission on the video of the parade. He announced a Master Plan Community Meeting at the Iowa Community Center on July 17 from 5:30 to 7:00 p.m. regarding the new recreation center.

Director Gola said this will be a community input meeting providing an opportunity for residents to weigh in on what they would like to see at the new recreation center. President Cuzzone commented on fireworks in the Village. Deputy Chief of Police McCann provided an update on Police activity regarding fireworks.

13. Village Manager's Report.
Manager Harline said the Parks and Recreation Advisory Commission July 11 meeting will be broadcast live on YouTube. Options for broadcasting on the cable channel are being discussed. He asked for an update on the Village website. AVM McVey provided a PowerPoint update and said it was a facelift of the main page for a more streamlined process for residents. Manager Harline also commended the Video Commission for their work on the 4th of July parade.

14. Executive Session.
14.a. Pursuant to 5ILCS 120/2:
(c)(1) regarding the appointment, employment, compensation, discipline, performance or dismissal of specific employees.
Motion to approve Executive Session was made by Trustee Patrick and seconded by Trustee Alfano. There were no questions, comments or discussion. Roll call vote tallied six (6) ayes made by Trustees Corkery, Kozar, Alfano, Patrick, Cordova and President Cuzzone. There were no nays. Motion carried.

15. Adjournment.
Motion to adjourn was made by Trustee Patrick and seconded by Trustee Corkery. Voice vote passed with all ayes. Motion carried. Meeting adjourned at 8:48 p.m.

Respectfully submitted

Hosanna Korynecky
Village Clerk

Next Meeting Scheduled on July 24, 2023.

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Ordinances
Agenda Section: Ordinances

Subject:
Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement Between Chicago SMSA Limited Partnership D/B/A Verizon Wireless and the Village of Villa Park, Illinois

Suggested Action:
This ordinance if approved would grant Verizon Wireless a permanent utility easement along the south property line of the Public Works facility located at 729 N. Ardmore Ave. Verizon wishes to bore and insert fiber optic cable in conduit to connect to a cellular tower on the site. This would improve Verizon service in the area. The Village staff proposes a price of $3,000 for non-exclusive access to this 8' x 237' easement ($1.58/sq. ft.). Staff recommends approval of the ordinance.

Attachments:
Memo-_Easement_for_Verizon_7_23.docx
Ordinance Authorizing the Execution of a Non-Exclusive Public Utility Easement Agreement between Verizon and The Village of Villa Park.docx
Non-Exclusive Public Utility Easement Agreement -729 N. Ardmore.pdf
South_Addison_Survey_11-18-202254.pdf

Memo

To: Mathew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

Date: July 21, 2023

Re: Ordinance to Approve the Non-Exclusive Public Utility Easement Agreement with Chicago SMSA Limited Partnership d/b/a Verizon Wireless

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The Village received a request to allow Verizon to directional bore a fiber telecommunication line to its cellular tower located on the Village's property located at 729 N. Ardmore Ave, otherwise known as the Public Works Yard, in July of 2022. Due to the location of the cellular tower an easement is needed to allow them to bore fiber to the location. The 8-foot easement along the south property line will allow them to have access for their fiber, but the control of the property will remain with the Village. The location of the easement will not hinder any improvements to the Public Works yard as the easement is within the building set back zone due to the property line.

Staff has reached out to surrounding communities following the June 12, 2023, Village Board meeting to gather additional information concerning how other communities priced easements. Unfortunately, no communities have recently sold any easements. In addition, staff has reviewed recent prices the Village set for vacation of right of way. The following table shows the pricing that was established:

Year	Type	Total Area (SF)	Total Price	Price per Square Foot
2014	Vacation of ROW	5,360	$1,500	$0.28
2016	Vacation of ROW	6,000	$9,000	$1.50
2019	Vacation of ROW	400	$960	$2.40
2019	Vacation of ROW	7,561.2	$19,906.91	$2.63
2023	Proposed Easement	1,895	$3,000	$1.58

While the proposed price is lower per square foot, this is for an easement and not the sale of the land. Additionally, the cost of the appraisals is typically incorporated in the cost of the property. This would increase the cost of the property. In previous discussions with Verizon representatives, they were accepting of the price of $3,000 for the sale of the easement but didn't seem receptive to a higher price for the easement.

Due to the minimum impacts of the easement, staff supports the sale of easement to Verizon to allow them to create a reliable cellular network that is utilized by residents.

Recommendation:

Staff recommends approval of the sale of the easement to Chicago SMSA Limited Partnership, d/b/a Verizon Wireless.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION OF A NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT BETWEEN CHICAGO SMSA LIMITED PARTNERSHIP D/B/A/ VERIZON WIRELESS AND THE VILLAGE OF VILLA PARK, ILLINOIS

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village of Villa Park ("Village") has the authority to improve and maintain public grounds, buildings and ways within its corporate limits; and

WHEREAS, the Village owns certain property commonly referred to as 729 N. Ardmore Ave, Villa Park, Illinois; and

WHEREAS, Chicago SMSA Limited Partnership d/b/a/ Verizon Wireless ("Verizon") has requested an easement over, under, on and across a portion of the Village Property for the purpose of allowing Verizon access, construction, reconstruction, operation, maintenance, repair, replacement and existence of a telecommunication system; and

WHEREAS, pursuant to the Village's authority, the Village desires to grant to Verizon a non-exclusive, permanent easement for the purpose of allowing Verizon access, construction, reconstruction, operation, maintenance, repair, replacement and existence of a telecommunication system on a portion of Village's Property; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village of Villa Park, it is advisable, necessary and in the public interest that the Village of Villa Park enter into the *Non-Exclusive Public Utility Easement Agreement* with Verizon to grant a non-exclusive public utility easement on the Village Property subject to the terms and conditions set forth in the Agreement.

NOW, THEREFORE, be it ordained by the Village President and the Board of Trustees of the Village of Villa Park, DuPage County, Illinois as follows:

Section 1: Preambles. The corporate authorities hereby incorporate the foregoing preamble clauses into this ordinance and make the findings as hereinabove set forth.

Section 2: Approval of the Agreement. It is hereby determined that it is advisable, necessary and in the best interest of the Village to enter into the *Non-Exclusive Public Utility Easement Agreement* by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless and the Village of Villa Park.

Section 3: **Authorization to Execute the Agreement.** The Village President is hereby authorized to execute, and the Village Clerk to attest, the *Non-Exclusive Public Utility Easement Agreement* in substantially the form attached hereto and made a part hereof as Exhibit A, 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 4: **Authorization to Act.** 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 ordinance.

Section 5: **Effective Date.** This ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED this _____ day of _____ 2023.

VILLAGE OF VILLA PARK:

_____
Nick Cuzzone, Village President

ATTEST:

_____
Hosanna Korynecky, Village Clerk

ADOPTED this _____ day of _____ 2023, pursuant to a roll call vote as follows:

AYES: _____
NAYS: _____
ABSENT: _____
ABSTAINING: _____

1147903-
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EXHIBIT "A"

NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT

THIS INSTRUMENT PREPARED BY AND SHOULD BE RETURNED TO:

James E. Macholl
STORINO, RAMELLO & DURKIN
9501 West Devon Avenue
Suite 800
Rosemont, Illinois

ABOVE SPACE FOR RECORDER'S USE ONLY

NON-EXCLUSIVE PUBLIC UTILITY EASEMENT AGREEMENT

This Non-Exclusive Public Utility Easement Agreement ("Agreement") is entered into this ___ day of _____, 2023, by and between Chicago SMSA Limited Partnership d/b/a Verizon Wireless ("Grantee"), and the Village of Villa Park, an Illinois municipal corporation ("Grantor"). Grantee and Grantor are sometimes hereinafter referred to as the "Parties."

R E C I T A L S

WHEREAS, Grantee, operates and maintains a telecommunication system within the Village of Villa Park; and

WHEREAS, Grantor is the fee simple owner of the real estate commonly referred to as 729 N. Ardmore Ave, Villa Park, Illinois and legally described on Exhibit A, attached hereto and made a part hereof ("Grantor's Property"); and

WHEREAS, for the purpose of constructing, operating, repairing, replacing and maintaining a telecommunication system (the "Public Utility") on a portion of Grantor's Property, Grantee requires from Grantor a permanent non-exclusive easement to access, construct, repair, maintain, own and operate the Public Utility to be constructed upon, under and through the easement area, as hereinafter more fully described; and

WHEREAS, Grantor desires to grant to Grantee a non-exclusive, permanent easement for the access construction, reconstruction, operation, maintenance, repair, replacement and existence of the Public Utility.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1. Recitals Incorporated. The foregoing recitals are incorporated herein by reference as though fully set forth.

2. Grant of Non-Exclusive Perpetual Easement. Grantor hereby grants to Grantee, and Grantee's officers, agents, representatives, employees, contractors, subcontractors, material suppliers, successors and assigns, a non-exclusive perpetual easement (the "Perpetual Easement") over, under, on and across that portion of Grantor's Property, which is described in Exhibit B for the existence of, and the right, privilege and authority to enter upon the Permanent Easement, from time to time, in order to construct, reconstruct, inspect, repair, maintain, operate, and replace Public Utility.

3. Easement Conditions. The Perpetual Easement, together with any ancillary rights given by Grantor under this Agreement (the "Easement Premises"), shall be subject to the following conditions:

(a) Grantor reserves the right of access to and use of the Easement Premises in any manner not inconsistent with the rights granted to Grantee under this Agreement;

(b) Grantee shall notify Grantor not less than five (5) days prior to commencement of any excavation, construction, repair, maintenance or other work or activity on the Easement Premises. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such work or activity so as to avoid any material interference with Grantor's use of Grantor's Property;

(c) All construction or other work or activity by any entity within the Easement Premises shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws;

(d) Grantee shall be responsible for the payment of all costs associated with any work or activity performed on the Easement Premises pursuant to the grants of easement set forth in Paragraph 2 above.

(e) Grantee shall restore the surface of the Easement Premises to the condition which existed immediately prior to the beginning of any work or activity performed on the Easement Premises pursuant to the grant of easement set forth in Paragraph 2 above ("Restorative Work"). Within a reasonable time after Grantee's notice to Grantor of completion of the Restorative Work, the Parties shall together inspect the Restorative Work, and Grantor shall deliver to Grantee, written approval of the Restorative Work, such approval not to be unreasonably withheld.

(f) No permanent buildings or structures shall be constructed or placed on the Easement Premises by the Grantor.

(g) Shrubs, landscaping and other purposes that do not interfere with the operation and maintenance of the Public Utility may be maintained on the Easement

Premises by the Grantor.

4. Indemnification. To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify and hold harmless Grantor, its officials, agents and employees, against all mechanics liens, injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against Grantor, its officials, agents and employees arising in whole or in part or in consequence of Grantee's installation of the Public Utility, and construction, reconstruction, inspection, replacement maintenance operation and repair of the Public Utility by Grantee, its contractors, subcontractors, officers, agents, employees, material suppliers, successors and assigns, or which may in anywise result therefore, except that arising out of the sole legal cause of Grantor, its agents or employees, Grantee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against Grantor, its officials, agents and employees, in any such action, Grantee shall, at its own expense, satisfy and discharge the same. Grantee expressly understands and agrees that any insurance policies required by this Agreement, or otherwise provided by Grantee, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Grantor, their officials, agents and employees as herein provided.

5. Liens. Grantee shall not permit or suffer any lien to be imposed upon or to accrue against Grantor or the Easement Premises, resulting from Grantee's installation, maintenance, repair, replacement, construction and operation of the Public Utility. Grantee shall indemnify, defend and hold harmless Grantor and the Easement Premises from and against any liens and encumbrances arising out of any labor or services performed or materials furnished by or at the direction of Grantee and, in the event that any such lien shall arise or accrue against Grantor or the Easement Premises, Grantee shall promptly take action to remove and clear any lien upon notice thereof.

6. Entire Agreement**.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

7. Severability. Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

8. Law Governing. The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

9. Captions and Paragraph Headings. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

10. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective legal representatives, successors and assigns.

11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronically submitted (via email) copies of this executed Agreement shall be effective and conclusive proof of execution for all purposes.

12. Binding Effect. This Agreement shall be recorded in the public records of DuPage County, Illinois to evidence the agreements made hereunder; which agreements shall be perpetual and shall run with and bind land and shall inure to the benefit of Grantor and Grantee, and their respective grantees, successors and assigns.

13. Construction. The rule of strict construction does not apply to this Agreement. This Agreement shall be given a reasonable construction so that the intention of the parties is carried out.

14. Authority. Each of the Parties hereto hereby represents and warrants to the other that the execution and delivery of this Agreement by the representing and warranting party has been duly authorized, that this Agreement has been validly executed and delivered by such party, and that this Agreement is binding upon such party in accordance with its terms.

Dated as of _____, 2023.

GRANTEE:

Chicago SMSA Limited Partnership
d/b/a Verizon Wireless
By: Cellco Partnership, Its General Partner

By: _____
Name: _____
Title: _____

GRANTOR:

VILLAGE OF VILLA PARK, an Illinois municipal corporation

By: _____
Nick Cuzzone, Village President

ATTEST:

By: _____
Hosanna Korynecky, Village Clerk

STATE OF _____)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that _____, the _____ of Cellco Partnership, the General Partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and, as such _____ _____, appeared before me this day in person and acknowledged that __he signed and delivered the said instrument as h__ own free and voluntary act and as the free and voluntary act of Cellco Partnership, the General Partner of Chicago SMSA Limited Partnership d/b/a Verizon Wireless for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

_____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF _____)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify, that Nick Cuzzone, President of the Village of Villa Park, and Hosanna Korynecky, Village Clerk of the Village of Villa Park, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, and, as such President and Village Clerk, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act of the Village of Villa Park for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ____ day of _____, 2023.

_____
Notary Public

EXHIBIT A

A PART OF LOTS TWENTY-SEVEN, TWENTY-EIGHT AND TWENTY-NINE (29) OF SUBURB HILL SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS.

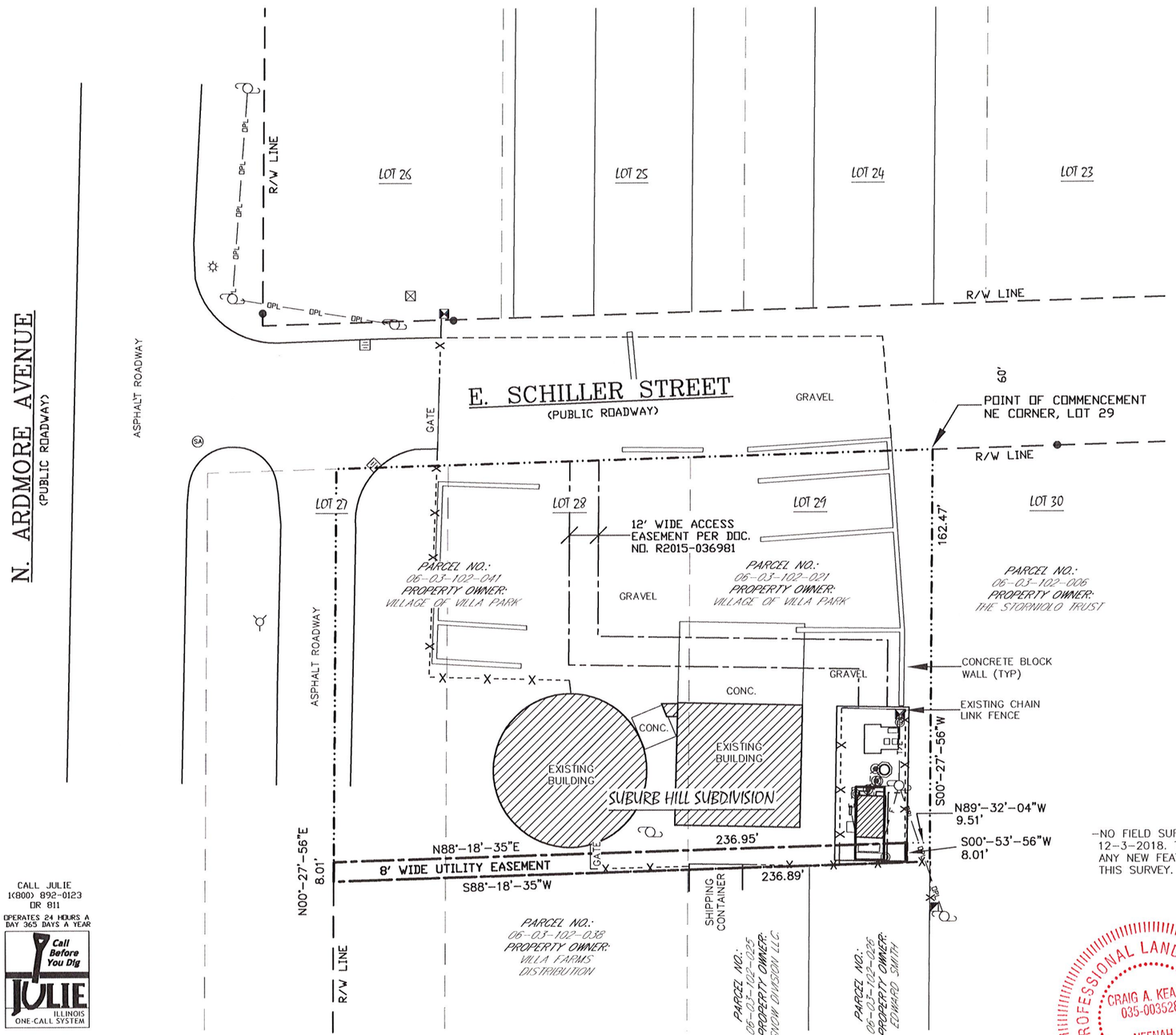
ADDRESS: 20 S. ARDMORE, VILLA PARK, ILLINOIS 60181

PIN NO.: 06-03-102-021

EXHIBIT "B"

A PART OF LOTS TWENTY-SEVEN, TWENTY EIGHT AND TWENTY-NINE (29) OF SUBURB HILL SUBDIVISION, LOCATED IN THE NORTHWEST QUARTER (NW1/4) OF SECTION THREE (3), TOWNSHIP THIRTY-NINE (39) NORTH, RANGE ELEVEN (11) EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS CONTAINING 1895 SQUARE FEET (0.044 ACRES) OF LAND AND BEING DESCRIBED BY:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 29, THENCE S00°-27'-56"W 162.47 FEET ALONG THE EAST LINE OF SAID LOT 29; THENCE N89°-32'-04"W 9.51 FEET TO THE POINT OF BEGINNING; THENCE S00°-53'-56"W 8.01 FEET; THENCE S88°-18'-35W 236.89 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF N. ARDMORE AVENUE; THENCE N00°-27'-56" 8.01 FEET ALONG SAID EAST RIGHT OF WAY LINE, THENCE N88°-18'-35"E 236.95 FEET TO THE POINT OF BEGINNING, BEING SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD AND RESTRICTIONS OF RECORD.



CALL JULIE
1(800) 892-0123
OR 811
OPERATES 24 HOURS A
DAY 365 DAYS A YEAR
Call Before You Dig
JULIE
ILLINOIS
ONE-CALL SYSTEM

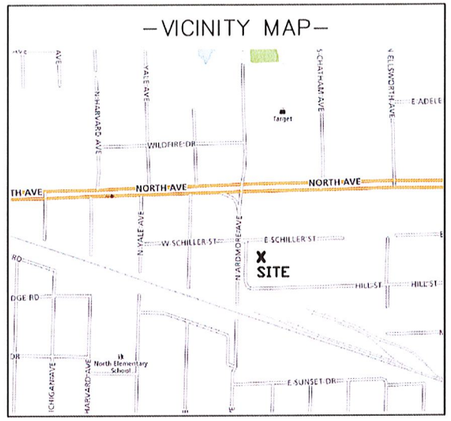
LESSEE'S 8 FOOT WIDE UTILITY EASEMENT

A part of Lots Twenty-Seven, Twenty-Eight and Twenty-Nine (29) of Suburb Hill Subdivision, located in the Northwest Quarter (NW1/4) of Section Three (3), Township Thirty-Nine (39) North, Range Eleven (11) East of the Third Principle Meridian, DuPage County, Illinois containing 1895 square feet (0.044 acres) of land and being described by:

Commencing at the Northeast corner of said Lot 29; thence S00°-27'-56"W 162.47 feet along the east line of said Lot 29; thence N89°-32'-04"W 9.51 feet to the point of beginning; thence S00°-53'-56"W 8.01 feet; thence S88°-18'-35"W 236.89 feet to a point on the East Right of Way line of N. Ardmore Avenue; thence N00°-27'-56"E 8.01 feet along said East Right of Way line; thence N88°-18'-35"E 236.95 feet to the point of beginning, being subject to any and all easements and restrictions of record and restrictions of record.

GRAPHIC SCALE
1 inch = 50 ft.
0 25 50 100

-VICINITY MAP-



-LEGEND-

- ○ = 1" X 18" IRON PIPE SET
- ● = 1" IRON PIPE FOUND
- □ = 6" NAIL SET
- = EXISTING POWER POLE
- = ELECTRIC TRANSFORMER
- = ELECTRIC METER
- = LIGHT POLE
- = GROUNDING PORT
- = METAL POST
- = FIRE HYDRANT
- = STORM INLET
- (SA) = SANITARY MANHOLE
- DPL DPL = OVERHEAD ELECTRIC
- E E = BURIED ELECTRIC
- T/E T/E = BURIED ELEC. & TELE.
- F F = BURIED FIBER OPTIC LINE
- = PROPERTY LINE

-NO FIELD SURVEY WORK HAS BEEN PERFORMED SINCE 12-3-2018. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY NEW FEATURE OR IMPROVEMENTS NOT SHOWN ON THIS SURVEY.

BEARINGS REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM (NAD 83/2011) - EAST ZONE

PROFESSIONAL LAND SURVEYOR
CRAIG A. KEACH
035-003528
MEENAH
WISCONSIN
STATE OF ILLINOIS

SURVEYOR'S CERTIFICATE

I, Craig A. Keach, ILLINOIS Professional Land Surveyor of Meridian Surveying, LLC., certify that I have surveyed the described property and that the map shown is a true and accurate representation thereof to the best of my knowledge and belief.

Dated this 18th day of NOVEMBER, 2022.

Craig A. Keach

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-003528
LICENSE EXPIRES NOVEMBER 30, 2024

DESIGN FIRM PROFESSIONAL LICENSE NO. 184.006959
LICENSE EXPIRES APRIL 30, 2023

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

SURVEYED FOR:

TERRA CONSULTING GROUP, LTD.
600 Busse Highway
Park Ridge, IL 60068
OFFICE: (847) 698-6400
FAX: (678) 444-4472

SURVEYED FOR:

verizon
1515 WOODFIELD ROAD
SUITE 1400
SCHAUMBURG, IL 60173

MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
SOUTH ADDISON

SITE NUMBER:
XX

SITE ADDRESS:
20 S. ARDMORE AVE.
VILLA PARK, IL 60181

PROPERTY OWNER:	TOWER OWNER:
VILLAGE OF VILLA PARK	CROWN CASTLE
20 S. ARDMORE AVE.	2000 CORPORATE DR.
VILLA PARK, IL 60181	CANONSBURG, PA 15317

PARCEL NO.: 06-03-102-021

ZONED: M-1 LIGHT INDUSTRIAL

DEED REFERENCE:
DOCUMENT NO. R75-39140

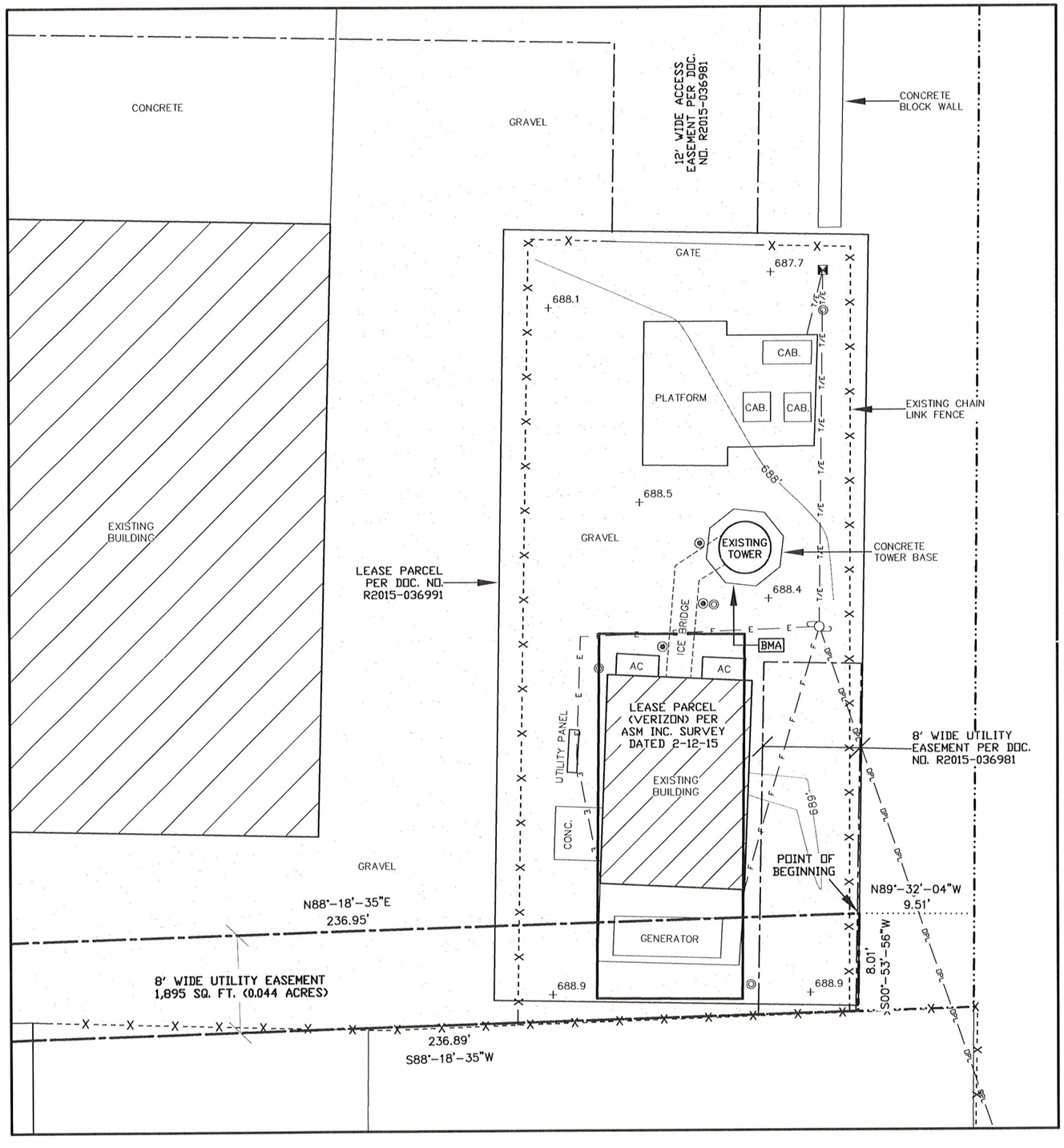
AS-BUILT SURVEY

FOR
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF THE SUBURB HILL SUBDIVISION LOCATED IN THE NW1/4, SECTION 3, T.39N., R.11E., OF THE 3rd P.M., DUPAGE COUNTY, ILLINOIS

NO.	DATE	DESCRIPTION	BY
2	11/18/22	Added Utility Easement	JD
1	12/17/18	Preliminary Survey	JB

DRAWN BY: J.B.	FIELD WORK DATE: 12-3-18
CHECKED BY: C.A.K.	FIELD BOOK: M-50, PG.23
JOB NO.: 10790	SHEET 1 OF 3



BENCHMARK INFORMATION
SITE BENCHMARK: (BM A)
TOP OF CONCRETE TOWER BASE
ELEVATION: 689.03'

GRAPHIC SCALE
1 inch = 10 ft.
0 5 10 20

-NO FIELD SURVEY WORK HAS BEEN PERFORMED SINCE 12-3-2018. THE SURVEYOR ASSUMES NO LIABILITY FOR ANY NEW FEATURE OR IMPROVEMENTS NOT SHOWN ON THIS SURVEY.

SURVEY NOTES:

-THE LOCATION OF THE EXISTING UTILITIES, AS SHOWN ON THIS PLAN, ARE APPROXIMATE ONLY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL LOCATION AND DEPTH OF ALL EXISTING UTILITIES. THE OWNER AND THE SURVEYOR SHALL NOT BE RESPONSIBLE FOR ANY OMISSION OR VARIATION FROM THE LOCATION SHOWN.

-JULIE TICKET NO. X003320402.

-PRIVATE UTILITIES MARKED ON 12-3-2018.

-NO TITLE SEARCH FOR PARCEL OWNERSHIP OR EXISTENCE OR NONEXISTENCE OF RECORDED OR UNRECORDED EASEMENTS HAS BEEN COMPLETED AS PART OF THIS SURVEY.

-THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. THIS SURVEY REPRESENTS THE LEASE AREA AND EASEMENTS ONLY.

FEMA NOTE:
-ACCORDING TO FEDERAL EMERGENCY AGENCY MAPS, THE EXISTING TELECOMMUNICATIONS SITE IS LOCATED IN ZONE "X", COMMUNITY PANEL NO. 17043C0602H, DATED DECEMBER 16 2004, AND IS NOT IN A SPECIAL FLOOD HAZARD AREA. ZONE "X" IS DESIGNATED AS: "AREAS DETERMINED TO BE OUTSIDE OF 500-YEAR FLOOD PLAIN".

WETLAND NOTE:
-THE PRESENCE AND LOCATION OF WETLANDS HAS NOT BEEN DETERMINED ON THIS PROPERTY. WETLANDS SHOULD ONLY BE DETERMINED BY ACTUAL FIELD DELINEATION PERFORMED BY A QUALIFIED WETLAND SPECIALIST.

-LEGEND-

- ○ = 1" X 18" IRON PIPE SET
- ● = 1" IRON PIPE FOUND
- □ = 6" NAIL SET
- = EXISTING POWER POLE
- = ELECTRIC TRANSFORMER
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- = LIGHT POLE
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PROFESSIONAL LAND SURVEYOR
CRAIG A. KEACH
035-003528
NEENAH WISCONSIN
STATE OF ILLINOIS

SURVEYOR'S CERTIFICATE

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Craig A. Keach

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1515 WOODFIELD ROAD
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MERIDIAN
SURVEYING, LLC
N9637 Friendship Drive Office: 920-993-0881
Kaukauna, WI 54130 Fax: 920-273-6037

SITE NAME:
SOUTH ADDISON

SITE NUMBER:
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20 S. ARDMORE AVE.
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PROPERTY OWNER:
VILLAGE OF
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CANONSBURG, PA 15317

PARCEL NO.: 06-03-102-021

ZONED: M-1 LIGHT INDUSTRIAL

DEED REFERENCE:
DOCUMENT NO. R75-39140

AS-BUILT SURVEY

FOR
VERIZON WIRELESS PERSONAL COMMUNICATIONS LP d/b/a VERIZON WIRELESS

A PART OF THE SUBURB HILL SUBDIVISION
LOCATED IN THE NW1/4,
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NO.	DATE	DESCRIPTION	BY
2	11/18/22	Added Utility Easement	JD
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DRAWN BY: J.B.	FIELD WORK DATE: 12-3-18
CHECKED BY: C.A.K.	FIELD BOOK: M-50, PG.23
JOB NO.: 10790	SHEET 2 OF 3

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Marc McLaughlin
Submitting Department: Community Development
Item Type: Ordinances
Agenda Section: Ordinances

Subject:

Ordinance Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower and Antenna in the RS-7.5 Residential Single-Dwelling District for the Property Located at 1250 S. Ardmore Avenue, in the Village of Villa Park, Illinois

Suggested Action:
The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S Ardmore Ave, which is Willowbrook High School. The Property Owner is DuPage High School District 88.

Staff recommends approval of the ordinance granting Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S Ardmore Ave as depicted on Exhibit A with stated conditions.

Attachments:
Board Memo - 1250 S Ardmore Ave - Special Use Cell Tower.pdf
Ordinance Authorizing a Special Use to Allow for the Installation and Construction of a New Wireless Telecommunications Tower an.docx
Site Plans - Ordinance Exhibit A.pdf
6-8-23 PZ-23-02 Minutes.pdf
Article 10 - Villa Park Zoning Ordinance.pdf

Memo

To: Matthew Harline, Village Manager

From: Marc McLaughlin, AICP, GISP, Director of Community Development

Date: July 24, 2023

Re: Petition PZ-23-02 – 1250 S Ardmore Ave – Special Use for Cell Tower

---

The Petitioner, Tony Phillips of Kendall Communications, is seeking approval of a Special Use for a Wireless Telecommunications Facility (new cell tower) located at 1250 S Ardmore Ave, which is Willowbrook High School. The Property Owner is DuPage High School District 88.

The Subject Property is currently zoned for RS-7.5 Residential Single-Dwelling District - 7,500 sq. ft. The Zoning Ordinance specifically allows for a right to request a Special Use per Table 10-1: Zoning for Wireless Telecommunications Facilities. Per Sec. 10.2. – Where Allowed, new towers may be allowed in any district only if reviewed and approved in accordance with the Special Use procedures of Sec. 11.4.

The Zoning Ordinance requires that new and modified towers "be set back from the property line of any adjoining residentially zoned property a distance equal to the height of the tower and its related equipment, unless a lesser setback is required due to the type of transmission equipment or technology proposed by the applicant, and the tower and related equipment shall be adequately screened from adjoining residential uses." The proposed 125' tower is setback at a distance of 61' from the public right-of-way and 101' from the next residentially zoned property to the north. The petitioner is requesting for a lesser setback to be required due to required location of the technology and have submitted a letter from a structural engineer (fall letter) that states the design of the tower would prevent a fall radius of less than or equal to 50'.

Per Section 10.3.2 Applications shall not require or be evaluated based upon:

A. Except as provided in Sec. 10.4, information about an applicant's business decisions with respect to the applicant's designed service, customer demand for service, or quality of the applicant's service to or from a particular area or site;
B. Availability of other potential locations for the placement or construction of a tower or transmission equipment;
C. Except as provided in Sec. 10.4, other options for collocation instead of the construction of a new tower or modification of an existing tower or existing base station that constitutes a substantial change to an existing tower or existing base station; however, applicants are encouraged to consider collocation options prior to submitting an application;
D. The requirement for removal of existing towers, base stations, or transmission equipment, wherever located, other than requirements stated in policy approved by village board resolution for removal of abandoned towers or transmission equipment;
E. Surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused towers or transmission equipment can be removed, other than requirements stated in policy approved by village board resolution that are competitively neutral, nondiscriminatory, reasonable in amount, and commensurate with the historical record for local facilities and structures that are abandoned;
F. Applicant's agreement to provide space on or near the tower, base station, or wireless support structure for the village or for other local governmental or nongovernmental

services at less than the market rate for such space or to provide other services via the structure or facilities at less than the market rate for such services;

G. Environmental testing, sampling, or monitoring requirements, or other compliance measures, for radio frequency emissions from transmission equipment that are categorically excluded under FCC rules for radio frequency emissions pursuant to 47 CFR 1.1307(b)(1);
H. Regulations or procedures for radio frequency signal strength or the adequacy of service quality; or
I. Perceived or alleged environmental effects of radio frequency emissions, as provided in 47 USC 332(c)(7)(B)(iv).

Additionally, Section 10.3.3. states: The Village shall not deny an application due to the type of transmission equipment or technology to be used by the applicant, or preference for type of infrastructure or technology; and shall not prohibit the placement of emergency power systems that comply with federal and state environmental requirements.

Per Section 11.4.8. – Review and Approval Criteria: No Special Use may be recommended for approval or approved unless the respective review or decision-making body determines that the proposed Special Use is consistent with and in substantial compliance with all Village Board policies and plans and that the applicant has presented evidence to support each of the following conclusions for both Special Uses that they are requesting:

1. That the proposed use or activity is expressly authorized as a special use;
2. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
3. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
4. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
5. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure, and community services;
6. That the proposed special use complies with all applicable regulations of this zoning ordinance except as expressly approved in accordance with the procedures of this zoning ordinance.

Village staff has reviewed the petition and is supportive of the request.

The Planning and Zoning Commission held a public hearing on June 8, 2023 where they recommended approval of all requests 5-0, with the following conditions:

1. To gate the access on the south side of the bike path
2. To make the asphalt of the easement with a thickened base

The Petitioner has agreed to these conditions.

RECOMMENDATION

Ordinance approval of Petition PZ-23-02 for a Special Use for a New Wireless Telecommunications Facility located at 1250 S Ardmore Ave as depicted on Exhibit A with stated conditions.

ORDINANCE NO. _____

ORDINANCE AUTHORIZING A SPECIAL USE TO ALLOW FOR THE INSTALLATION AND CONSTRUCTION OF A NEW WIRELESS TELECOMMUNICATIONS TOWER AND ANTENNA IN THE RS-7.5 RESIDENTIAL SINGLE-DWELLING DISTRICT FOR THE PROPERTY LOCATED AT 1250 S. ARDMORE AVENUE, IN THE VILLAGE OF VILLA PARK, ILLINOIS

WHEREAS, the Village of Villa Park (the "Village") is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Tony Phillips of Kendall Communications (the "Petitioner"), applied for a special use permit to allow for the installation and construction of a new wireless telecommunication tower and antenna of 125 feet in height and related equipment ("wireless telecommunications facilities") to be located on that portion of certain property zoned as RS-7.5 Residential Single-Dwelling District and owned by DuPage High School District 88, located at 1250 S. Ardmore Avenue, Villa Park, Illinois, as set forth and as legally described on the plans prepared by TowerCo, referencing TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323, revised through 6/14/23 (the "Site Plans"), attached hereto as Exhibit A and made a part hereof (the "Subject Property"); and

WHEREAS, pursuant to public notice, the Planning and Zoning Commission (the "PZC") of the Village of Villa Park conducted a public hearing on June 8, 2023, regarding Petitioner's application; and

WHEREAS, after hearing all testimony and public comment and consideration of all evidence presented at the hearing regarding said application, the PZC of the Village of Villa Park recommended approval of the Petitioner's application for a special use permit to allow for the installation and construction of wireless telecommunications facilities at the Subject Property; and

WHEREAS, Article 10, entitled "Wireless Telecommunications Facilities" of the Zoning Ordinance of the Village of Villa Park, enacted by the Village in compliance with applicable law, sets forth regulations applicable to wireless telecommunications facilities in the Village, including location and design requirements, along with application, review and approval procedures; and

WHEREAS, Petitioner's instant application for a special use permit to allow for the installation and construction of the wireless telecommunications facilities at the Subject Property complies with the provisions of Article 10 of the Village's Zoning Ordinance, including the

setback requirements dictated in Section 10.6.1, in that the proposed setback of the tower and its related equipment is required due to the type of transmission equipment or technology proposed by the Petitioner and the tower and related equipment are to be adequately screened from adjoining residential uses; and

WHEREAS, the federal Telecommunications Act prohibits municipalities from regulating the placement, construction, and modification of these types of wireless service facilities on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the Federal Communications Commission's regulations concerning such emissions, and, as such, radio frequency emissions were not considered as a factor in the PZC's determination and recommendation; and

WHEREAS, the Village President and Board of Trustees of the Village received the PZC's recommendation dated July 24, 2023, including the PZC's findings of fact that the proposed special use is consistent with and in substantial compliance with all Village Board policies and plans and meets the standards enumerated in Article 10 and Section 11.4.8 of Article 11 of the Village's Zoning Code; and

WHEREAS, the PZC's recommendation for approval was contingent upon the conditions that (1) the access on the south side of the bike path shall be gated, and (2) the asphalt for the access easement shall be constructed with a thickened base, which conditions have been agreed to by the Petitioner and are included in the Site Plans revised as of 6/14/23, attached hereto as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees of the Village of Westchester, Cook County, Illinois as follows:

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

Section 2: The provisions of this Ordinance shall apply only to the proposed lease area and related easements associated with the Subject Property, as set forth on the Site Plans attached hereto as Exhibit A.

Section 3: The proposed special use complies with the provisions of Article 10 of the Village's Zoning Ordinance and, in accordance with Section 11.4.8 of the Village's Zoning Ordinance, is consistent with and in compliance with all Village Board policies and plans and the Petitioner has presented evidence to support each of the following conclusions:

A. That the proposed use or activity is expressly authorized as a special use;
B. That the proposed use at the proposed location is necessary or desirable to provide a service or a facility that is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;
C. That the proposed use will not, in the particular case, be detrimental to the health, safety, or general welfare of persons residing or working in the vicinity or be injurious to property values or improvements in the vicinity;
D. That approval of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district;
E. That the proposed special use will be served by adequate utilities, access roads, parking, drainage and other important and necessary facilities, infrastructure and community services; and
F. That the proposed special use complies with all applicable regulations of the Village's Zoning Ordinance except as expressly approved in accordance with the procedures of the Village's Zoning Ordinance.

Section 4: The corporate authorities of the Village do hereby approve and authorize a special use permit for the construction of the wireless telecommunications facilities on the Subject Property, in accordance with the Site Plans set forth in Exhibit A, and subject to the conditions set forth hereinafter in Section 5.

Section 5: The approval of the special use permit granted herein is subject to the following conditions:

A. The wireless telecommunication facilities shall be constructed in substantial compliance with the Site Plans prepared by TowerCo, referencing TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323, revised through 6/14/23, and in compliance with the application, plans and other documentation provided by Petitioner and on file in the Department of Community Development.
B. The special use permit granted herein shall expire and be of no force and effect if the wireless telecommunication facilities are not constructed within one year of the date of passage and approval of this Ordinance in accordance with Section 11.4.9 of the Village's Zoning Ordinance.

Section 6: The approval of the special use herein is subject to all other conditions and requirements imposed and set forth in the Village's Zoning Ordinance and all other duly enacted ordinances of the Village of Villa Park, except as otherwise provided herein.

Section 7: Any ordinance in conflict with the provisions hereof, is hereby repealed to the extent of such conflict.

Section 8: This Ordinance shall be in full force and effect from and after its adoption and approval as provided by law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

APPROVED this _____ day of _____, 2022.

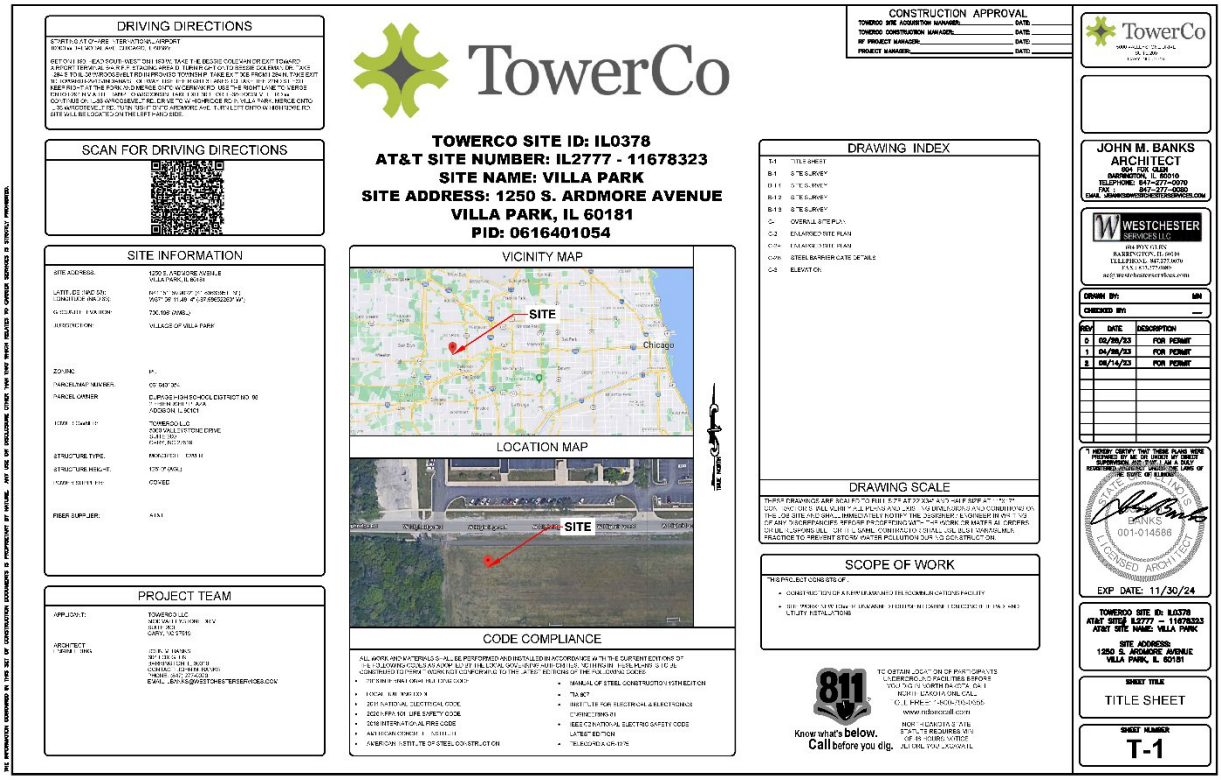
_____
Nick Cuzzone, Village President

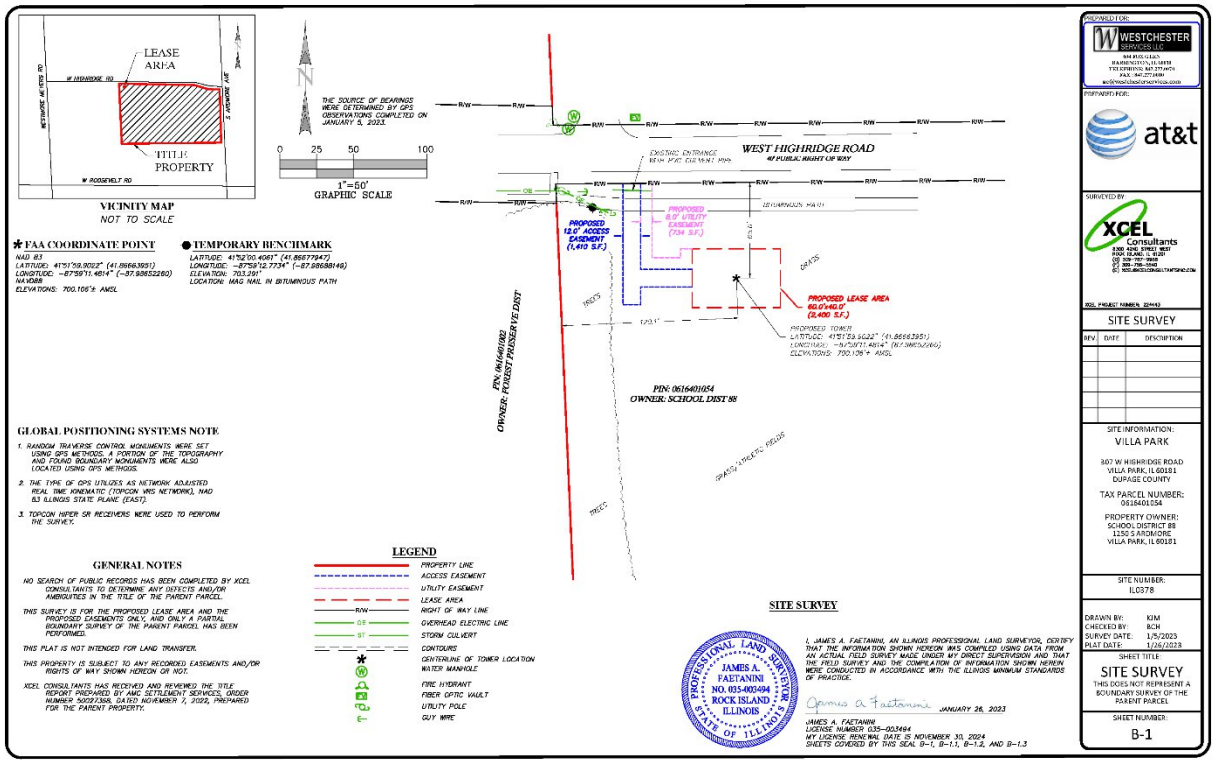
ATTEST:

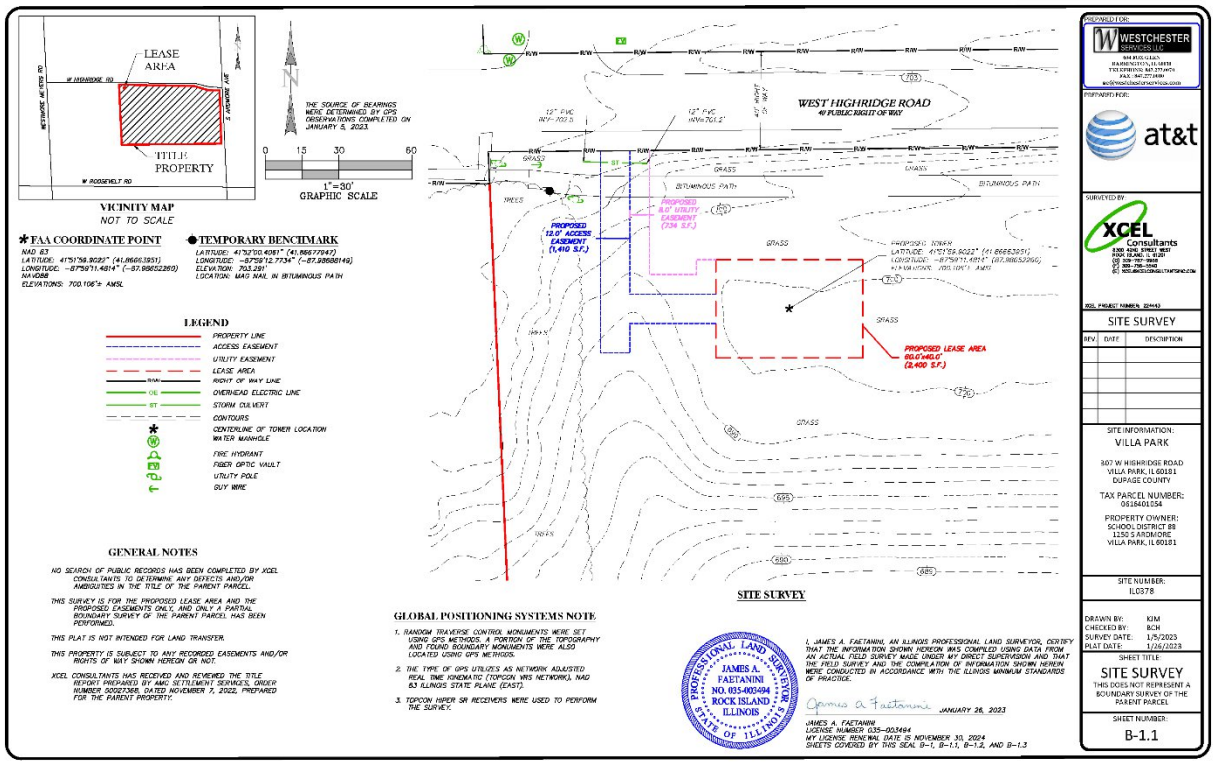
_____
Hosanna Korynecky, Village Clerk

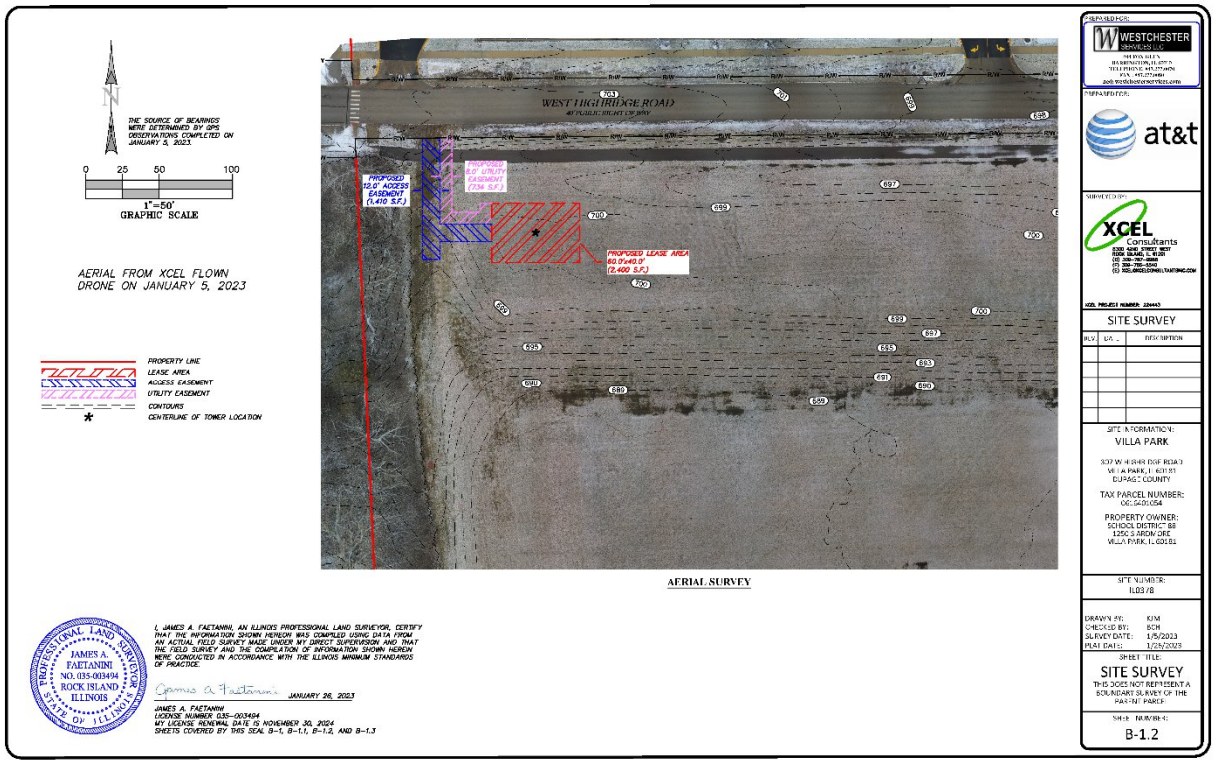
EXHIBIT A

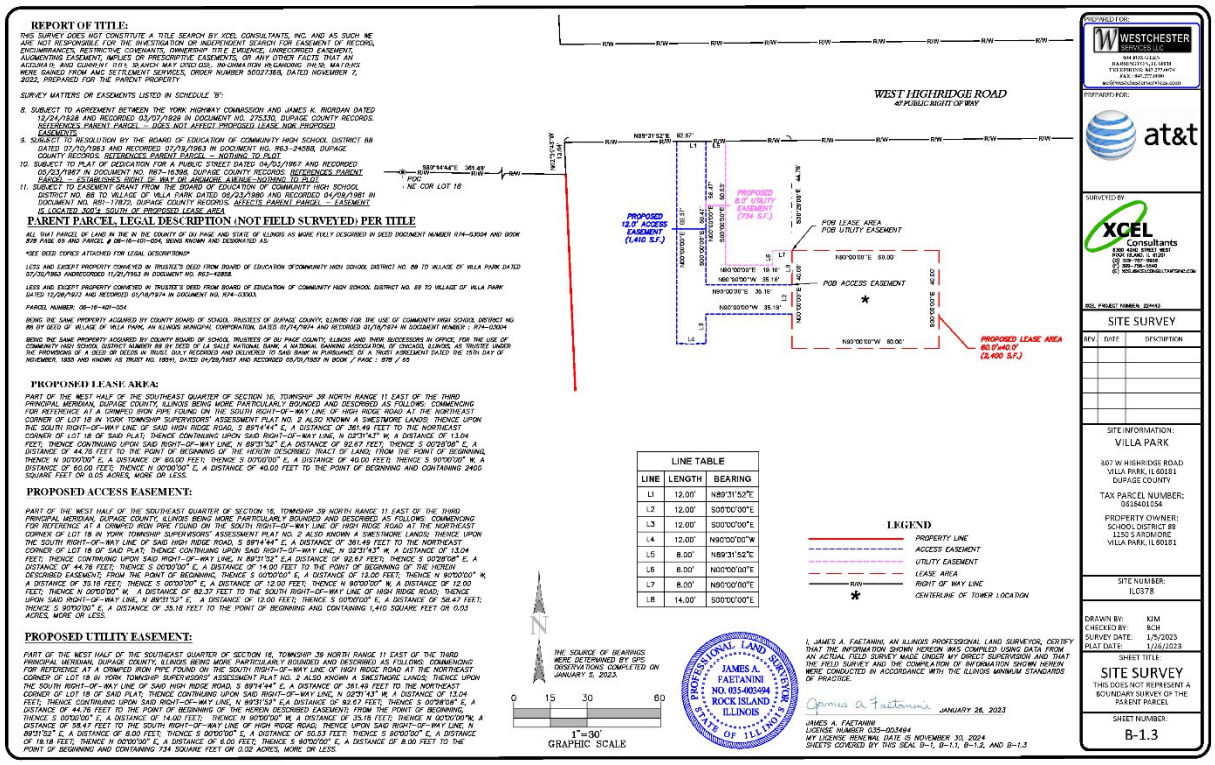
Plans prepared by TowerCo,
TowerCo Site ID: IL0378, AT&T Site Number: IL2777 – 11678323
Revised through 6/14/23

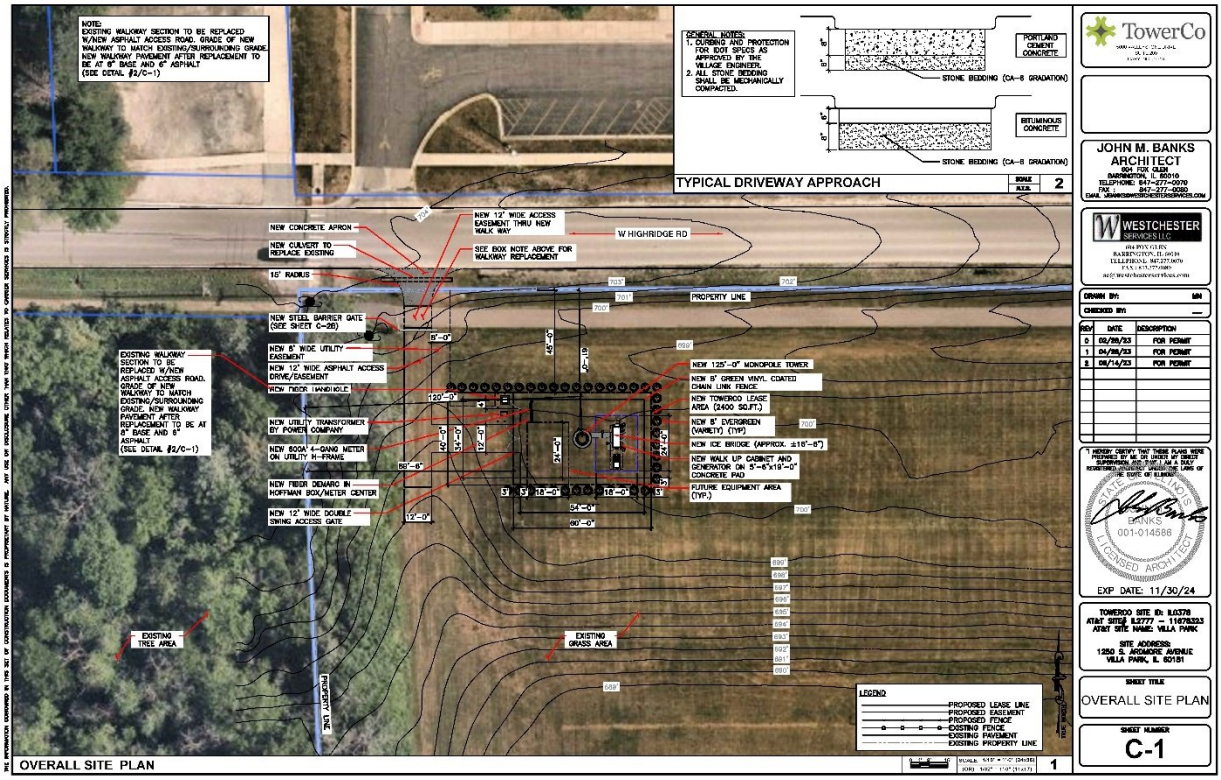

DRIVING DIRECTIONS
SCAN FOR DRIVING DIRECTIONS
SITE INFORMATION
PROJECT TEAM
TowerCo
TOWERCO SITE ID: IL0378
AT&T SITE NUMBER: IL2777 - 11678323
SITE NAME: VILLA PARK
SITE ADDRESS: 1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
PID: 0616401054
VICINITY MAP
SITE
Chicago
LOCATION MAP
SITE
CODE COMPLIANCE
CONSTRUCTION APPROVAL
DRAWING INDEX
DRAWING SCALE
SCOPE OF WORK
811
Know what's below.
Call before you dig.
JOHN M. BANKS
ARCHITECT
WESTCHESTER SERVICES LLC
DRAWN BY: MN
CHECKED BY: —
REV DATE DESCRIPTION
0 02/28/23 FOR PERMIT
1 04/28/23 FOR PERMIT
2 06/14/23 FOR PERMIT
EXP DATE: 11/30/24
TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK
SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
SHEET TITLE
TITLE SHEET
SHEET NUMBER
T-1


LEASE AREA
TITLE PROPERTY
W HIGHRIDGE RD
W ROOSEVELT RD
VICINITY MAP
NOT TO SCALE
THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.
0 25 50 100
1"=50'
GRAPHIC SCALE
WEST HIGHRIDGE ROAD
40' PUBLIC RIGHT OF WAY
EXISTING ENTRANCE
PROPOSED 12.0' ACCESS EASEMENT (1,410 S.F.)
PROPOSED 8.0' UTILITY EASEMENT (734 S.F.)
PROPOSED LEASE AREA 60.0'x40.0' (2,400 S.F.)
PROPOSED TOWER
PIN: 0616401054
OWNER: SCHOOL DIST 88
PIN: 0616401002
OWNER: FOREST PRESERVE DIST
GRASS/ATHLETIC FIELDS
TREES
FAA COORDINATE POINT
TEMPORARY BENCHMARK
GLOBAL POSITIONING SYSTEMS NOTE
GENERAL NOTES
LEGEND
PROPERTY LINE
ACCESS EASEMENT
UTILITY EASEMENT
LEASE AREA
RIGHT OF WAY LINE
OVERHEAD ELECTRIC LINE
STORM CULVERT
CONTOURS
CENTERLINE OF TOWER LOCATION
WATER MANHOLE
FIRE HYDRANT
FIBER OPTIC VAULT
UTILITY POLE
GUY WIRE
SITE SURVEY
JAMES A. FAETANINI NO. 035-003494 ROCK ISLAND ILLINOIS
PROFESSIONAL LAND SURVEYOR
STATE OF ILLINOIS
JANUARY 26, 2023
PREPARED FOR:
WESTCHESTER SERVICES LLC
PREPARED FOR:
at&t
SURVEYED BY:
XCEL Consultants
SURVEY
SITE SURVEY
SITE INFORMATION:
VILLA PARK
807 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY
TAX PARCEL NUMBER:
0616401054
PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181
SITE NUMBER:
IL0378
DRAWN BY: KIM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023
SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL
SHEET NUMBER:
B-1

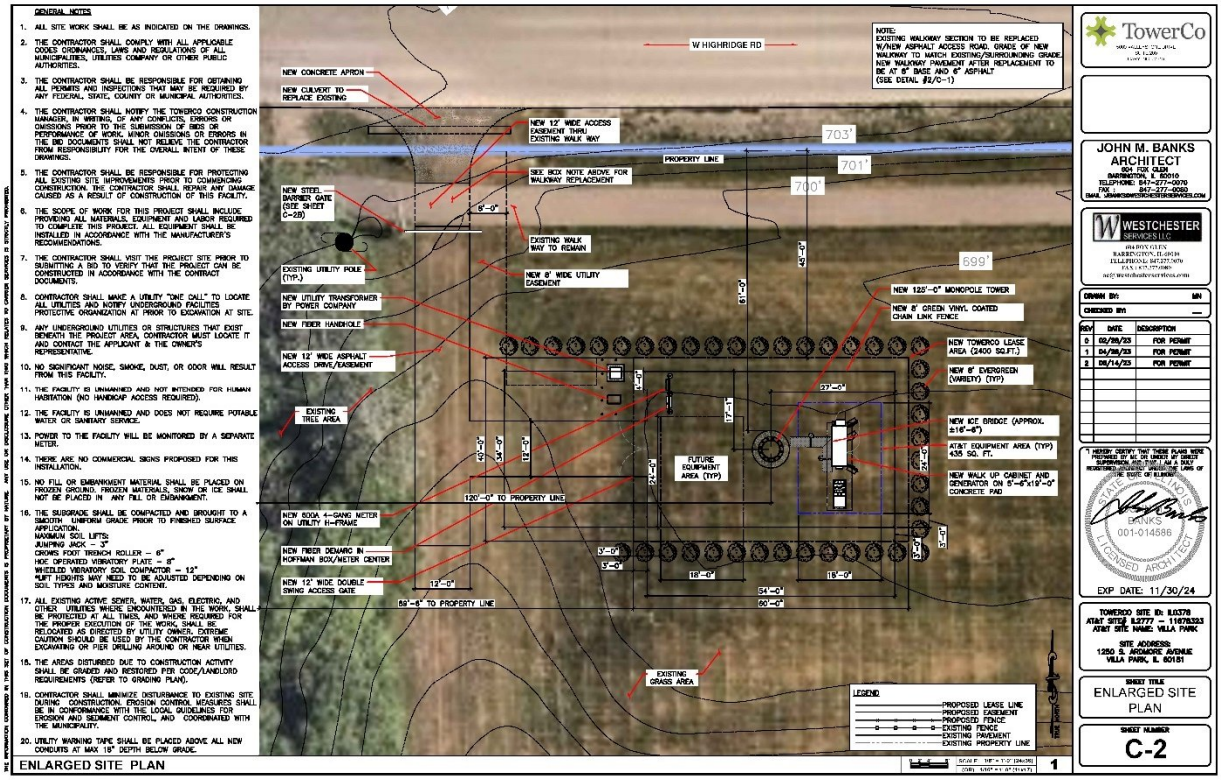

LEASE AREA
TITLE PROPERTY
W HIGHRIDGE RD
W ROOSEVELT RD
WESTMORE MEYERS RD
S ARDMORE AVE
VICINITY MAP
NOT TO SCALE
THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.
0 15 30 60
1"=30'
GRAPHIC SCALE
WEST HIGHRIDGE ROAD
40' PUBLIC RIGHT OF WAY
PROPOSED 12.0' ACCESS EASEMENT (1,410 S.F.)
PROPOSED 8.0' UTILITY EASEMENT (736 S.F.)
PROPOSED LEASE AREA 60.0'x40.0' (2,400 S.F.)
BITUMINOUS PATH
GRASS
TREES
FAA COORDINATE POINT
NAD 83
LATITUDE: 41°51'58.803" (41.866063951)
LONGITUDE: -87°59'11.4814" (-87.98652369)
NAVD88
ELEVATIONS: 700.106'± AMSL
TEMPORARY BENCHMARK
LATITUDE: 41°52'00.4081" (41.86677047)
LONGITUDE: -87°59'12.7734" (-87.98688149)
ELEVATION: 703.291'
LOCATION: MAG NAIL IN BITUMINOUS PATH
LEGEND
PROPERTY LINE
ACCESS EASEMENT
UTILITY EASEMENT
LEASE AREA
RIGHT OF WAY LINE
OVERHEAD ELECTRIC LINE
STORM CULVERT
CONTOURS
CENTERLINE OF TOWER LOCATION
WATER MANHOLE
FIRE HYDRANT
FIBER OPTIC VAULT
UTILITY POLE
GUY WIRE
GENERAL NOTES
NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.
THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.
THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.
THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.
XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY.
SITE SURVEY
GLOBAL POSITIONING SYSTEMS NOTE
1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILITIES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), NAD 83 ILLINOIS STATE PLANE (EAST).
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.
JAMES A. FAETANINI NO. 035-003494 ROCK ISLAND ILLINOIS
STATE OF ILLINOIS PROFESSIONAL LAND SURVEYOR
I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREON WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.
JANUARY 26, 2023
JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3
PREPARED FOR: WESTCHESTER SERVICES LLC
PREPARED FOR: at&t
SURVEYED BY: XCEL Consultants
SITE SURVEY
SITE INFORMATION: VILLA PARK
307 W HIGHRIDGE ROAD VILLA PARK, IL 60181 DUPAGE COUNTY
TAX PARCEL NUMBER: 0618401054
PROPERTY OWNER: SCHOOL DISTRICT 88 1250 S ARDMORE VILLA PARK, IL 60181
SITE NUMBER: IL0378
DRAWN BY: KIM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023
SHEET TITLE: SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL
SHEET NUMBER: B-1.1

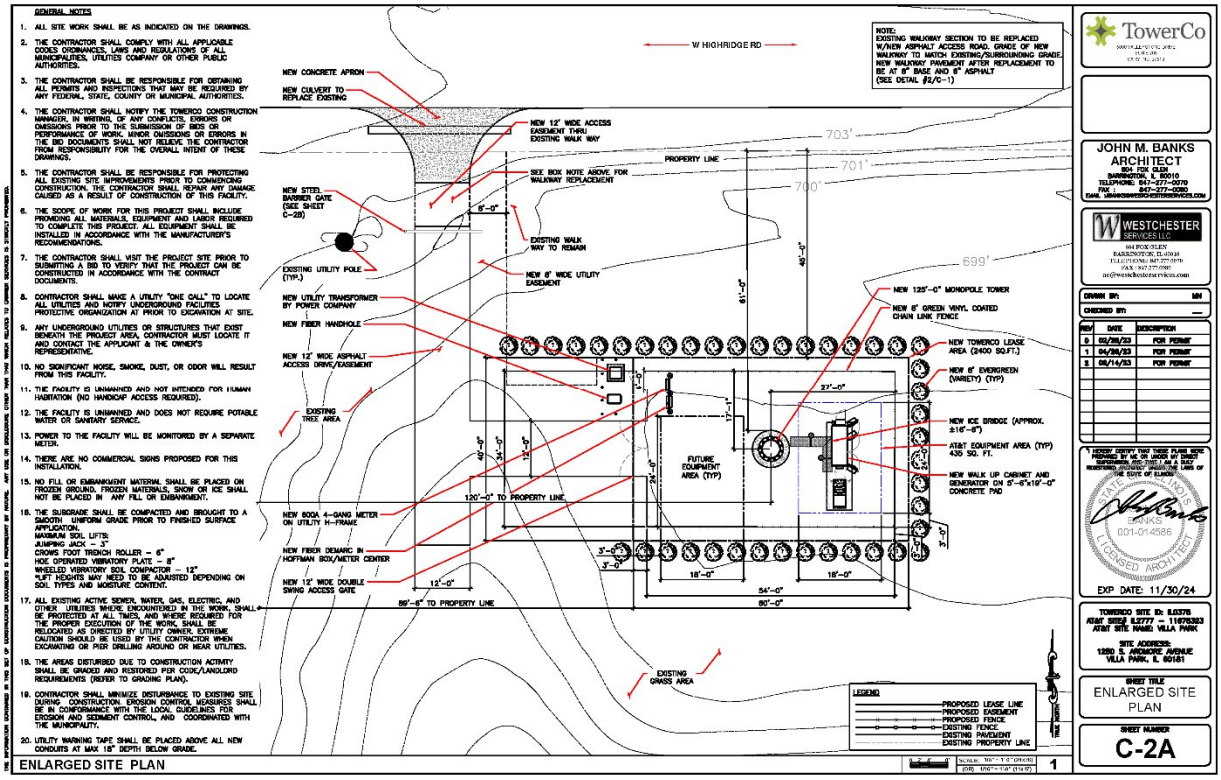

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.
0 25 50 100
1"=50'
GRAPHIC SCALE
AERIAL FROM XCEL FLOWN DRONE ON JANUARY 5, 2023
PROPERTY LINE
LEASE AREA
ACCESS EASEMENT
UTILITY EASEMENT
CONTOURS
CENTERLINE OF TOWER LOCATION
WEST HIGHRIDGE ROAD
40' PUBLIC RIGHT OF WAY
PROPOSED 12.0' ACCESS EASEMENT (1,410 S.F.)
PROPOSED 8.0' UTILITY EASEMENT (736 S.F.)
PROPOSED LEASE AREA 60.0'x40.0' (2,400 S.F.)
AERIAL SURVEY
JAMES A. FAETANINI NO. 035-003494 ROCK ISLAND ILLINOIS
STATE OF ILLINOIS PROFESSIONAL LAND SURVEYOR
I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREON WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.
JANUARY 26, 2023
JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3
PREPARED FOR: WESTCHESTER SERVICES LLC
PREPARED FOR: at&t
SURVEYED BY: XCEL Consultants
SITE SURVEY
SITE INFORMATION: VILLA PARK
307 W HIGHRIDGE ROAD VILLA PARK, IL 60181 DUPAGE COUNTY
TAX PARCEL NUMBER: 0618401054
PROPERTY OWNER: SCHOOL DISTRICT 88 1250 S ARDMORE VILLA PARK, IL 60181
SITE NUMBER: IL0378
DRAWN BY: KIM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023
SHEET TITLE: SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL
SHEET NUMBER: B-1.2

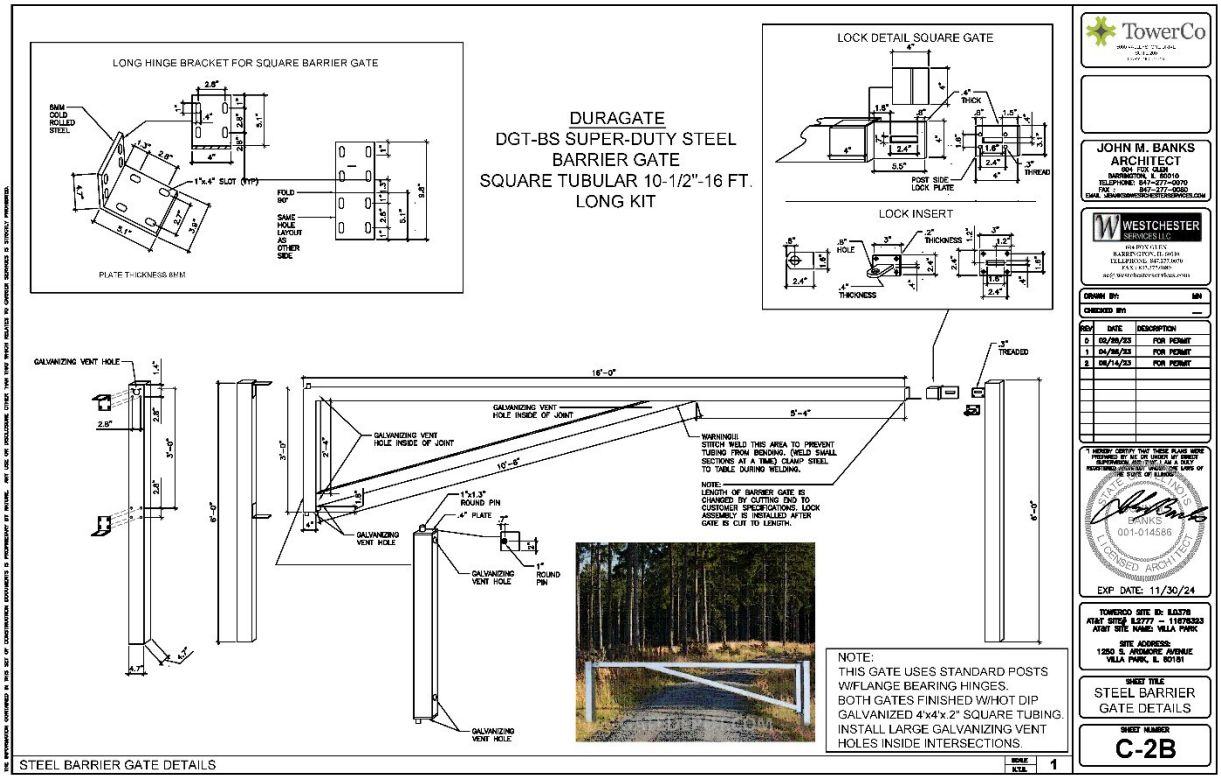

REPORT OF TITLE:
PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE
PROPOSED LEASE AREA:
PROPOSED ACCESS EASEMENT:
PROPOSED UTILITY EASEMENT:
WEST HIGHRIDGE ROAD
40' PUBLIC RIGHT OF WAY
PROPOSED 12.0' ACCESS EASEMENT (1,410 S.F.)
PROPOSED 8.0' UTILITY EASEMENT (704 S.F.)
POB LEASE AREA
POB UTILITY EASEMENT
POB ACCESS EASEMENT
PROPOSED LEASE AREA 80.0'x40.0' (2,400 S.F.)
LINE TABLE
LINE | LENGTH | BEARING
L1 | 12.00' | N89°31'52"E
L2 | 12.00' | S00°00'00"E
L3 | 12.00' | S00°00'00"E
L4 | 12.00' | N90°00'00"W
L5 | 8.00' | N89°31'52"E
L6 | 8.00' | N00°00'00"E
L7 | 8.00' | N90°00'00"E
L8 | 14.00' | S00°00'00"E
LEGEND
PROPERTY LINE
ACCESS EASEMENT
UTILITY EASEMENT
LEASE AREA
R/W
RIGHT OF WAY LINE
CENTERLINE OF TOWER LOCATION
THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.
1"=30' GRAPHIC SCALE
PROFESSIONAL LAND SURVEYOR
JAMES A. FAETANINI
NO. 035-003494
ROCK ISLAND
ILLINOIS
JANUARY 26, 2023
PREPARED FOR:
WESTCHESTER SERVICES LLC
PROPERTY FOR:
at&t
SURVEYED BY:
XCEL Consultants
SITE SURVEY
SITE INFORMATION:
VILLA PARK
307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY
TAX PARCEL NUMBER:
0618401054
PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181
SITE NUMBER:
IL0378
DRAWN BY: KIM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023
SHEET TITLE
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL
SHEET NUMBER:
B-1.3

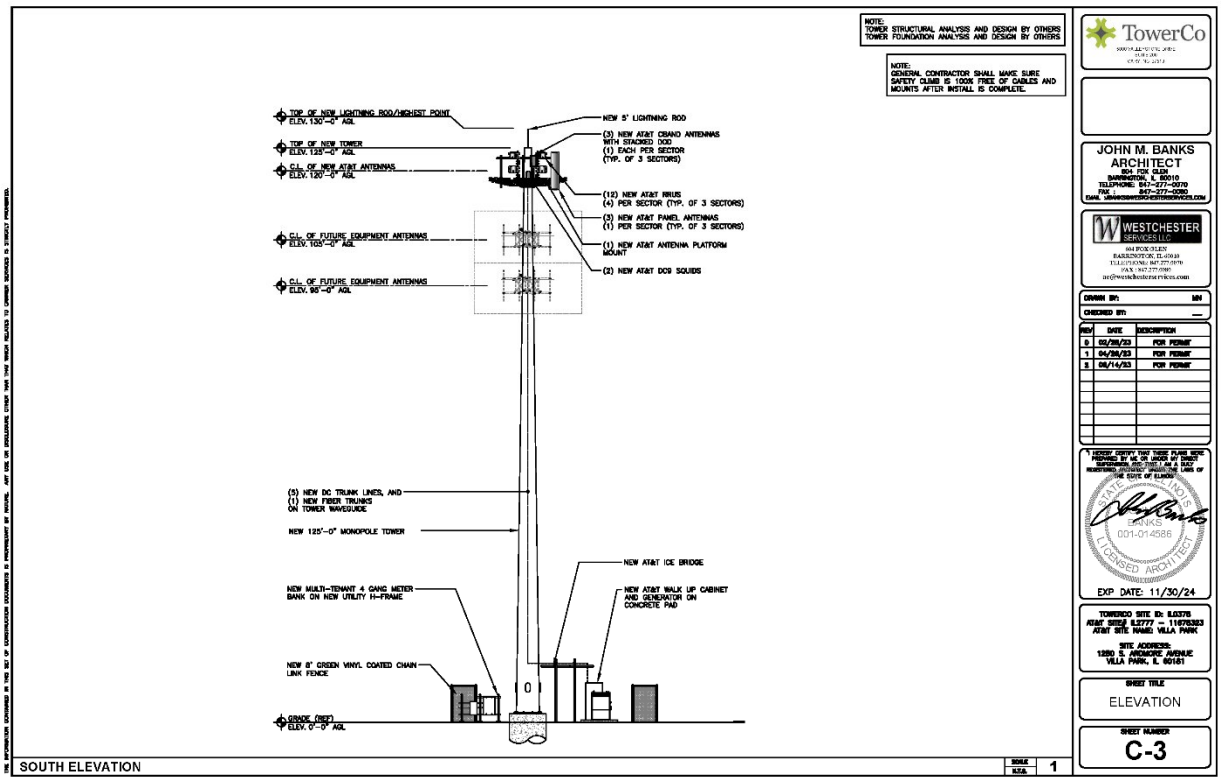

NOTE: EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 6" BASE AND 4" ASPHALT (SEE DETAIL #2/C-1)
GENERAL NOTES:
1. CURBING AND PROTECTION FOR DOT SIGNS AS APPROVED BY THE VILLAGE ENGINEER.
2. ALL STONE BEDDING SHALL BE MECHANICALLY COMPACTED.
PORTLAND CEMENT CONCRETE
STONE BEDDING (CA-6 GRADATION)
BITUMINOUS CONCRETE
STONE BEDDING (CA-6 GRADATION)
TYPICAL DRIVEWAY APPROACH
NEW CONCRETE APRON
NEW CULVERT TO REPLACE EXISTING
NEW 12' WIDE ACCESS EASEMENT THRU NEW WALK WAY
SEE BOX NOTE ABOVE FOR WALKWAY REPLACEMENT
W HIGHRIDGE RD
10' RADIUS
PROPERTY LINE
NEW STEEL BARRIER GATE (SEE SHEET C-2B)
NEW 8' WIDE UTILITY EASEMENT
NEW 12' WIDE ASPHALT ACCESS DRIVE/EASEMENT
NEW RIDOT HANDHOLE
NEW UTILITY TRANSFORMER BY POWER COMPANY
NEW 600A 4-GANG METER ON UTILITY H-FRAME
NEW FIDOR DEMARC IN HOFFMAN BOX/METER CENTER
NEW 12' WIDE DOUBLE SWING ACCESS GATE
EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 6" BASE AND 6" ASPHALT (SEE DETAIL #2/C-1)
NEW 125'-0" MONOPOLE TOWER
NEW 8' GREEN VINYL COATED CHAIN LINK FENCE
NEW TOWERCO LEASE AREA (2400 SQ.FT.)
NEW 8' EVERGREEN (VARIETY) (TYP.)
NEW ICE BRIDGE (APPROX. ±10'-0")
NEW WALK UP CABINET AND GENERATOR ON 5'-6"x19'-0" CONCRETE PAD
FUTURE EQUIPMENT AREA (TYP.)
EXISTING TREE AREA
EXISTING GRASS AREA
LEGEND
PROPOSED LEASE LINE
PROPOSED EASEMENT
PROPOSED FENCE
EXISTING FENCE
EXISTING PAVEMENT
EXISTING PROPERTY LINE
OVERALL SITE PLAN
TowerCo
JOHN M. BANKS ARCHITECT
WESTCHESTER SERVICES LLC
DRAWN BY: MM
CHECKED BY: —
REV | DATE | DESCRIPTION
0 | 02/28/23 | FOR PERMIT
1 | 04/28/23 | FOR PERMIT
2 | 08/14/23 | FOR PERMIT
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS
JOHN M. BANKS 001-014586 LICENSED ARCHITECT
EXP DATE: 11/30/24
TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678333
AT&T SITE NAME: VILLA PARK
SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
SHEET TITLE
OVERALL SITE PLAN
SHEET NUMBER
C-1

1155118-1


GENERAL NOTES
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
MAXIMUM SOIL LIFTS:
JUMPING JACK – 3"
CROWS FOOT TRENCH ROLLER – 6"
HOE OPERATED VIBRATORY PLATE – 8"
WHEELED VIBRATORY SOIL COMPACTOR – 12"
*LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.
W HIGHRIDGE RD
NOTE:
EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 8" BASE AND 6" ASPHALT (SEE DETAIL #3/C-1)
NEW CONCRETE APRON
NEW CULVERT TO REPLACE EXISTING
NEW 12' WIDE ACCESS EASEMENT THRU EXISTING WALK WAY
SEE BOX NOTE ABOVE FOR WALKWAY REPLACEMENT
PROPERTY LINE
703'
701'
700'
699'
NEW STEEL BARRIER GATE (SEE SHEET C-2B)
9'-0"
EXISTING WALK WAY TO REMAIN
NEW 8' WIDE UTILITY EASEMENT
EXISTING UTILITY POLE (TYP.)
NEW UTILITY TRANSFORMER BY POWER COMPANY
NEW FIBER HANDHOLE
NEW 12' WIDE ASPHALT ACCESS DRIVE/EASEMENT
EXISTING TREE AREA
NEW 125'-0" MONOPOLE TOWER
NEW 8' GREEN VINYL COATED CHAIN LINK FENCE
NEW TOWERCO LEASE AREA (2400 SQ.FT.)
NEW 6' EVERGREEN (VARIETY) (TYP)
NEW ICE BRIDGE (APPROX. ±16'-6")
AT&T EQUIPMENT AREA (TYP) 435 SQ. FT.
NEW WALK UP CABINET AND GENERATOR ON 5'-6"x10'-0" CONCRETE PAD
FUTURE EQUIPMENT AREA (TYP)
120'-0" TO PROPERTY LINE
NEW 600A 4-GANG METER ON UTILITY H-FRAME
NEW FIBER DEMARC IN HOFFMAN BOX/METER CENTER
NEW 12' WIDE DOUBLE SWING ACCESS GATE
89'-6" TO PROPERTY LINE
EXISTING GRASS AREA
LEGEND
PROPOSED LEASE LINE
PROPOSED EASEMENT
PROPOSED FENCE
EXISTING FENCE
EXISTING PAVEMENT
EXISTING PROPERTY LINE
ENLARGED SITE PLAN
1
TowerCo
JOHN M. BANKS ARCHITECT
804 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX: 847-277-0080
WESTCHESTER SERVICES LLC
804 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX: 847.277.0080
DRAWN BY: MN
CHECKED BY: —
REV | DATE | DESCRIPTION
0 | 02/28/23 | FOR PERMIT
1 | 04/28/23 | FOR PERMIT
2 | 08/14/23 | FOR PERMIT
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.
STATE OF ILLINOIS
JOHN M. BANKS
001-014586
LICENSED ARCHITECT
EXP DATE: 11/30/24
TOWERCO SITE ID: IL0376
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK
SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
C-2


GENERAL NOTES
1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
MAXIMUM SOIL LIFTS:
JUMPING JACK – 3"
CROWS FOOT TRENCH ROLLER – 6"
HOE OPERATED VIBRATORY PLATE – 8"
WHEELED VIBRATORY SOIL COMPACTOR – 12"
*LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.
W HIGHRIDGE RD
NOTE:
EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 8" BASE AND 6" ASPHALT (SEE DETAIL #3/C-1)
NEW CONCRETE APRON
NEW CULVERT TO REPLACE EXISTING
NEW 12' WIDE ACCESS EASEMENT THRU EXISTING WALK WAY
SEE BOX NOTE ABOVE FOR WALKWAY REPLACEMENT
PROPERTY LINE
703'
701'
700'
699'
NEW STEEL BARRIER GATE (SEE SHEET C-2B)
9'-0"
EXISTING WALK WAY TO REMAIN
NEW 8' WIDE UTILITY EASEMENT
EXISTING UTILITY POLE (TYP.)
NEW UTILITY TRANSFORMER BY POWER COMPANY
NEW FIBER HANDHOLE
NEW 12' WIDE ASPHALT ACCESS DRIVE/EASEMENT
EXISTING TREE AREA
NEW 125'-0" MONOPOLE TOWER
NEW 8' GREEN VINYL COATED CHAIN LINK FENCE
NEW TOWERCO LEASE AREA (2400 SQ.FT.)
NEW 6' EVERGREEN (VARIETY) (TYP)
NEW ICE BRIDGE (APPROX. ±16'-6")
AT&T EQUIPMENT AREA (TYP) 435 SQ. FT.
NEW WALK UP CABINET AND GENERATOR ON 5'-6"x10'-0" CONCRETE PAD
FUTURE EQUIPMENT AREA (TYP)
120'-0" TO PROPERTY LINE
NEW 600A 4-GANG METER ON UTILITY H-FRAME
NEW FIBER DEMARC IN HOFFMAN BOX/METER CENTER
NEW 12' WIDE DOUBLE SWING ACCESS GATE
89'-6" TO PROPERTY LINE
EXISTING GRASS AREA
LEGEND
PROPOSED LEASE LINE
PROPOSED EASEMENT
PROPOSED FENCE
EXISTING FENCE
EXISTING PAVEMENT
EXISTING PROPERTY LINE
ENLARGED SITE PLAN
1
TowerCo
JOHN M. BANKS ARCHITECT
804 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX: 847-277-0080
WESTCHESTER SERVICES LLC
804 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX: 847.277.0080
DRAWN BY: MN
CHECKED BY: —
REV | DATE | DESCRIPTION
0 | 02/28/23 | FOR PERMIT
1 | 04/28/23 | FOR PERMIT
2 | 08/14/23 | FOR PERMIT
I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.
STATE OF ILLINOIS
JOHN M. BANKS
001-014586
LICENSED ARCHITECT
EXP DATE: 11/30/24
TOWERCO SITE ID: IL0376
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK
SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
SHEET TITLE
ENLARGED SITE PLAN
SHEET NUMBER
C-2A


LONG HINGE BRACKET FOR SQUARE BARRIER GATE
PLATE THICKNESS 6MM
DURAGATE
DGT-BS SUPER-DUTY STEEL
BARRIER GATE
SQUARE TUBULAR 10-1/2"-16 FT.
LONG KIT
LOCK DETAIL SQUARE GATE
LOCK INSERT
GALVANIZING VENT HOLE
GALVANIZING VENT HOLE INSIDE OF JOINT
WARNING!! STITCH WELD THIS AREA TO PREVENT TUBING FROM BENDING. (WELD SMALL SECTIONS AT A TIME) CLAMP STEEL TO TABLE DURING WELDING.
NOTE: LENGTH OF BARRIER GATE IS CHANGED BY CUTTING END TO CUSTOMER SPECIFICATIONS. LOCK ASSEMBLY IS INSTALLED AFTER GATE IS CUT TO LENGTH.
NOTE:
THIS GATE USES STANDARD POSTS W/FLANGE BEARING HINGES.
BOTH GATES FINISHED W/HOT DIP GALVANIZED 4'x4'x.2" SQUARE TUBING.
INSTALL LARGE GALVANIZING VENT HOLES INSIDE INTERSECTIONS.
STEEL BARRIER GATE DETAILS
TowerCo
JOHN M. BANKS ARCHITECT
WESTCHESTER SERVICES LLC
STEEL BARRIER GATE DETAILS
C-2B


NOTE: TOWER STRUCTURAL ANALYSIS AND DESIGN BY OTHERS TOWER FOUNDATION ANALYSIS AND DESIGN BY OTHERS
NOTE: GENERAL CONTRACTOR SHALL MAKE SURE SAFETY CLIMB IS 100% FREE OF CABLES AND MOUNTS AFTER INSTALL IS COMPLETE.
TOP OF NEW LIGHTNING ROD/HIGHEST POINT ELEV. 130'-0" AGL
TOP OF NEW TOWER ELEV. 125'-0" AGL
C.L. OF NEW AT&T ANTENNAS ELEV. 120'-0" AGL
C.L. OF FUTURE EQUIPMENT ANTENNAS ELEV. 105'-0" AGL
C.L. OF FUTURE EQUIPMENT ANTENNAS ELEV. 90'-0" AGL
NEW 5' LIGHTNING ROD
(3) NEW AT&T CBAND ANTENNAS WITH STACKED DOD (1) EACH PER SECTOR (TYP. OF 3 SECTORS)
(12) NEW AT&T RRUS (4) PER SECTOR (TYP. OF 3 SECTORS)
(3) NEW AT&T PANEL ANTENNAS (1) PER SECTOR (TYP. OF 3 SECTORS)
(1) NEW AT&T ANTENNA PLATFORM MOUNT
(2) NEW AT&T DC9 SQUIDS
(5) NEW DC TRUNK LINES, AND (1) NEW FIBER TRUNKS ON TOWER WAVEGUIDE
NEW 125'-0" MONOPOLE TOWER
NEW AT&T ICE BRIDGE
NEW MULTI-TENANT 4 GANG METER BANK ON NEW UTILITY H-FRAME
NEW AT&T WALK UP CABINET AND GENERATOR ON CONCRETE PAD
NEW 8' GREEN VINYL COATED CHAIN LINK FENCE
GRADE (REF) ELEV. 0'-0" AGL
SOUTH ELEVATION
TowerCo
JOHN M. BANKS ARCHITECT
WESTCHESTER SERVICES LLC
ELEVATION
C-3

1155118-1

DRIVING DIRECTIONS

STARTING AT O'HARE INTERNATIONAL AIRPORT
10000 W BALMORAL AVE, CHICAGO, IL 60666:

GET ON I-190. HEAD SOUTHWEST ON I-190 W. TAKE THE BESSIE COLEMAN DR EXIT TOWARD AIRPORT TERMINAL 5/A.R.F.F. STAGING AREA D. TURN RIGHT ONTO BESSIE COLEMAN DR. TAKE I-294 S TO IL-38 W/ROOSEVELT RD IN PROVISO TOWNSHIP. TAKE EXIT 30B FROM I-294 N. TAKE EXIT 1D TOWARD I-294 S/INDIANA/S TOLLWAY. USE THE RIGHT 3 LANES TO TAKE THE 22ND ST EXIT. KEEP RIGHT AT THE FORK AND MERGE ONTO W CERMAK RD. USE THE RIGHT LANE TO MERGE ONTO I-294 N VIA THE RAMP TO WISCONSIN. TAKE EXIT 30B FOR IL-38/ROOSEVELT RD W. CONTINUE ON IL-38 W/ROOSEVELT RD. DRIVE TO W HIGHRIDGE RD IN VILLA PARK. MERGE ONTO IL-38 W/ROOSEVELT RD. TURN RIGHT ONTO ARDMORE AVE. TURN LEFT ONTO W HIGHRIDGE RD. SITE WILL BE LOCATED ON THE LEFT HAND SIDE.

SCAN FOR DRIVING DIRECTIONS

SITE INFORMATION

SITE ADDRESS:	1250 S. ARDMORE AVENUE VILLA PARK, IL 60181
LATITUDE (NAD 83): LONGITUDE (NAD 83):	N41° 51' 59.9022" (41.86663951° N°) W87° 59' 11.4814" (-87.98652260° W°)
GROUND ELEVATION:	700.106' (AMSL)
JURISDICTION:	VILLAGE OF VILLA PARK
ZONING:	PU
PARCEL/MAP NUMBER:	0616401054
PARCEL OWNER:	DUPAGE HIGH SCHOOL DISTRICT NO. 88 2 FRIENDSHIP PLAZA ADDISON, IL 60101
TOWER OWNER:	TOWERCO LLC 5000 VALLEYSTONE DRIVE SUITE 200 CARY, NC 27519
STRUCTURE TYPE:	MONOPOLE TOWER
STRUCTURE HEIGHT:	125'-0" (AGL)
POWER SUPPLIER:	COMED
FIBER SUPPLIER:	AT&T

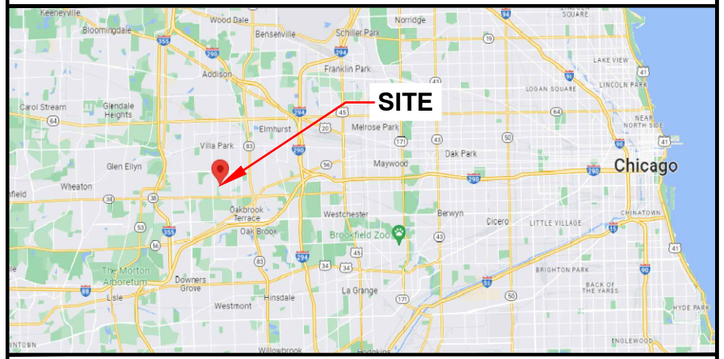
PROJECT TEAM

APPLICANT:	TOWERCO LLC 5000 VALLEYSTONE DRIVE SUITE 200 CARY, NC 27519
ARCHITECT ENGINEERING:	JOHN M. BANKS 604 FOX GLEN BARRINGTON, IL 60010 CONTACT: JOHN M. BANKS PHONE: (847) 277-0070 EMAIL: JBANKS@WESTCHESTERSERVICES.COM

TowerCo

TOWERCO SITE ID: IL0378
AT&T SITE NUMBER: IL2777 - 11678323
SITE NAME: VILLA PARK
SITE ADDRESS: 1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181
PID: 0616401054

VICINITY MAP



LOCATION MAP



TRUE NORTH

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING CODES.

- 2018 INTERNATIONAL BUILDING CODE
- LOCAL BUILDING CODE
- 2011 NATIONAL ELECTRICAL CODE
- 2020 NFPA 101, LIFE SAFETY CODE
- 2018 INTERNATIONAL FIRE CODE
- AMERICAN CONCRETE INSTITUTE
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION
- MANUAL OF STEEL CONSTRUCTION 13TH EDITION
- TIA 607
- INSTITUTE FOR ELECTRICAL & ELECTRONICS ENGINEERING 81
- IEEE C2 NATIONAL ELECTRIC SAFETY CODE LATEST EDITION
- TELECORDIA GR-1275

CONSTRUCTION APPROVAL

TOWERCO SITE ACQUISITION MANAGER:_____ DATE:_____
TOWERCO CONSTRUCTION MANAGER:_____ DATE:_____
RF PROJECT MANAGER:_____ DATE:_____
PROJECT MANAGER:_____ DATE:_____

DRAWING INDEX

T-1	TITLE SHEET
B-1	SITE SURVEY
B-1.1	SITE SURVEY
B-1.2	SITE SURVEY
B-1.3	SITE SURVEY
C-1	OVERALL SITE PLAN
C-2	ENLARGED SITE PLAN
C-2A	ENLARGED SITE PLAN
C-2B	STEEL BARRIER GATE DETAILS
C-3	ELEVATION

DRAWING SCALE

THESE DRAWINGS ARE SCALED TO FULL SIZE AT 22"X34" AND HALF SIZE AT 11"X17". CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE DESIGNER / ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR MATERIAL ORDERS OR BE RESPONSIBLE FOR THE SAME. CONTRACTOR SHALL USE BEST MANAGEMENT PRACTICE TO PREVENT STORM WATER POLLUTION DURING CONSTRUCTION.

SCOPE OF WORK

THIS PROJECT CONSISTS OF :

- CONSTRUCTION OF A NEW UNMANNED TELECOMMUNICATIONS FACILITY
- SITE WORK: NEW TOWER, UNMANNED EQUIPMENT CABINET ON CONCRETE PAD, AND UTILITY INSTALLATIONS

811 Know what's **below.** **Call** before you dig.

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN NORTH DAKOTA, CALL NORTH DAKOTA ONE CALL
TOLL FREE: 1-800-795-0555
www.ndonecall.com
NORTH DAKOTA STATE STATUTE REQUIRES MIN OF 48 HOURS NOTICE BEFORE YOU EXCAVATE

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN
CHECKED BY: __

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/26/23	FOR PERMIT
2	06/14/23	FOR PERMIT

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STATE OF ILLINOIS
JOHN M. BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

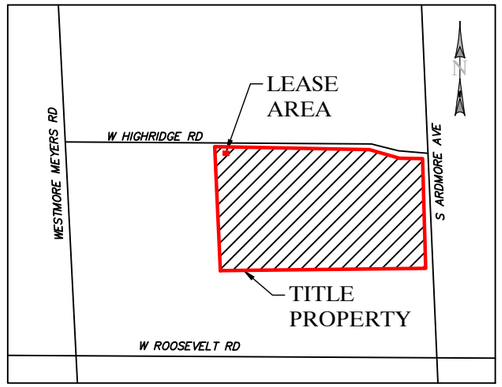
TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
TITLE SHEET

SHEET NUMBER
T-1

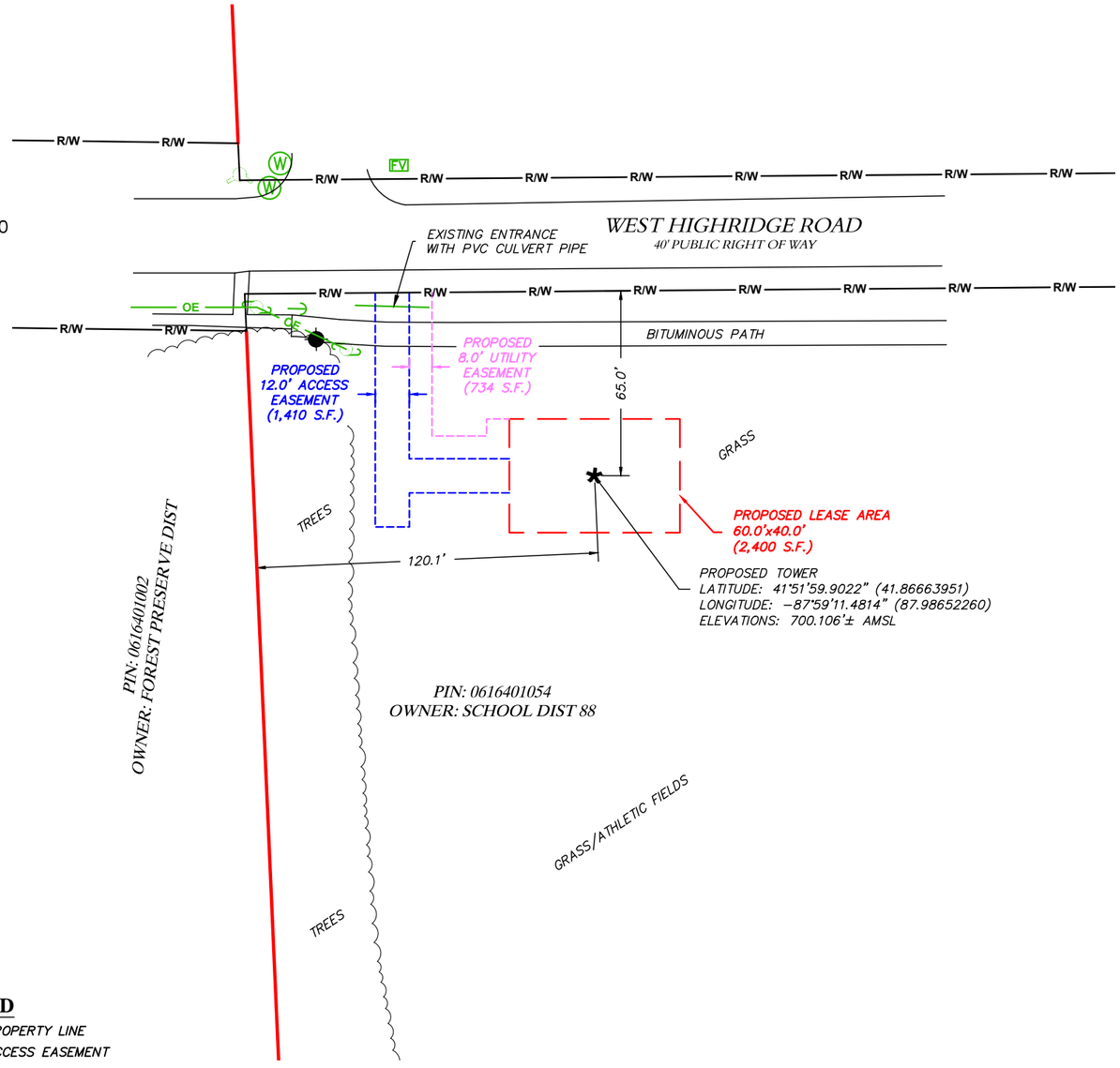
THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



VICINITY MAP
NOT TO SCALE

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.

0 25 50 100
1"=50'
GRAPHIC SCALE



✱ FAA COORDINATE POINT

NAD 83
LATITUDE: 41°51'59.9022" (41.86663951)
LONGITUDE: -87°59'11.4814" (-87.98652260)
NAVD88
ELEVATIONS: 700.106'± AMSL

TEMPORARY BENCHMARK

LATITUDE: 41°52'00.4061" (41.86677947)
LONGITUDE: -87°59'12.7734" (-87.98688149)
ELEVATION: 703.291'
LOCATION: MAG NAIL IN BITUMINOUS PATH

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
2. THE TYPE OF GPS UTILIZES AS NETWORK ADJUSTED REAL TIME KINEMATIC (TOPCON VRS NETWORK), NAD 83 ILLINOIS STATE PLANE (EAST).
3. TOPCON HIPER SR RECEIVERS WERE USED TO PERFORM THE SURVEY.

GENERAL NOTES

NO SEARCH OF PUBLIC RECORDS HAS BEEN COMPLETED BY XCEL CONSULTANTS TO DETERMINE ANY DEFECTS AND/OR AMBIGUITIES IN THE TITLE OF THE PARENT PARCEL.

THIS SURVEY IS FOR THE PROPOSED LEASE AREA AND THE PROPOSED EASEMENTS ONLY, AND ONLY A PARTIAL BOUNDARY SURVEY OF THE PARENT PARCEL HAS BEEN PERFORMED.

THIS PLAT IS NOT INTENDED FOR LAND TRANSFER.

THIS PROPERTY IS SUBJECT TO ANY RECORDED EASEMENTS AND/OR RIGHTS OF WAY SHOWN HEREON OR NOT.

XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY.

LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- UTILITY EASEMENT
- LEASE AREA
- R/W — RIGHT OF WAY LINE
- OE — OVERHEAD ELECTRIC LINE
- ST — STORM CULVERT
- CONTOURS
- ✱ CENTERLINE OF TOWER LOCATION
- Ⓦ WATER MANHOLE
- FIRE HYDRANT
- FV FIBER OPTIC VAULT
- UTILITY POLE
- GUY WIRE

SITE SURVEY

PROFESSIONAL LAND SURVEYOR
JAMES A. FAETANINI
NO. 035-003494
ROCK ISLAND
ILLINOIS
STATE OF ILLINOIS

I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

James A Faetanini JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:
at&t

SURVEYED BY:
XCEL Consultants
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:
VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

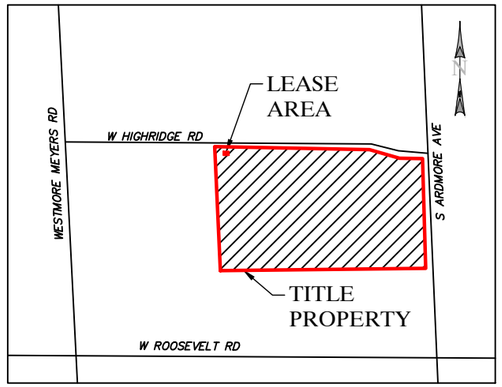
PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

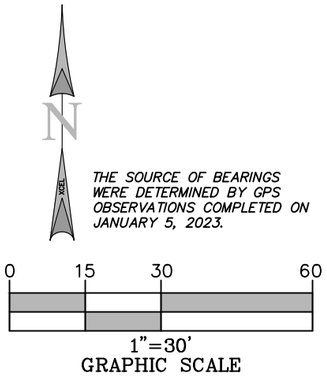
DRAWN BY:	KJM
CHECKED BY:	BCH
SURVEY DATE:	1/5/2023
PLAT DATE:	1/26/2023

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1



VICINITY MAP
NOT TO SCALE



✱ FAA COORDINATE POINT

NAD 83
LATITUDE: 41°51'59.9022" (41.86663951)
LONGITUDE: −87°59'11.4814" (−87.98652260)
NAVD88
ELEVATIONS: 700.106'± AMSL

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GENERAL NOTES

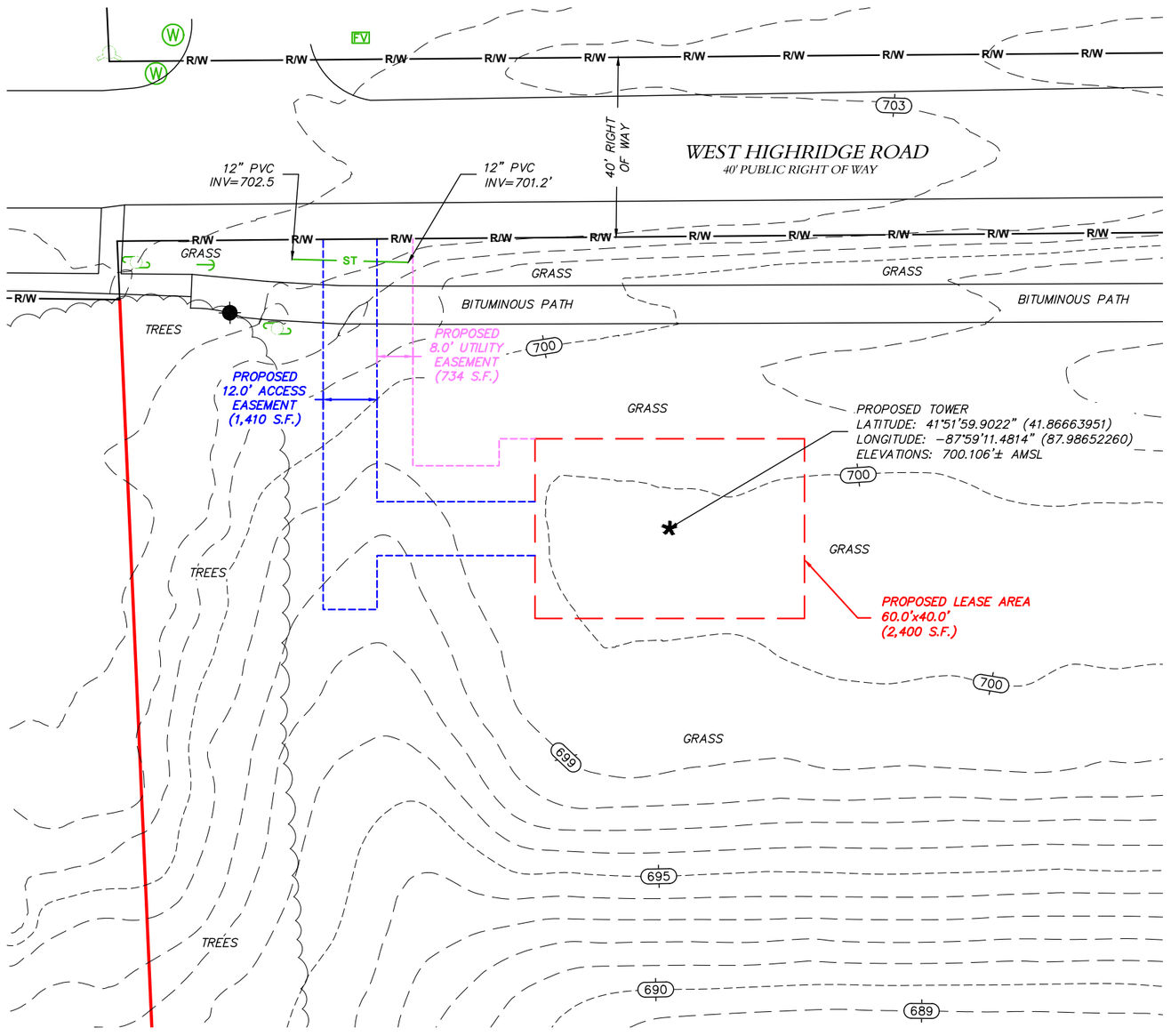
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XCEL CONSULTANTS HAS RECEIVED AND REVIEWED THE TITLE REPORT PREPARED BY AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY.



SITE SURVEY

GLOBAL POSITIONING SYSTEMS NOTE

1. RANDOM TRAVERSE CONTROL MONUMENTS WERE SET USING GPS METHODS. A PORTION OF THE TOPOGRAPHY AND FOUND BOUNDARY MONUMENTS WERE ALSO LOCATED USING GPS METHODS.
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James A Faetanini JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035-003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B-1, B-1.1, B-1.2, AND B-1.3

PREPARED FOR:
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FAX : 847.277.0080
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ROCK ISLAND, IL 61201
(O) 309-787-9988
(F) 309-756-5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:
VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

DRAWN BY:	KJM
CHECKED BY:	BCH
SURVEY DATE:	1/5/2023
PLAT DATE:	1/26/2023

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1.1

N

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.

0 25 50 100

1"=50'
GRAPHIC SCALE

AERIAL FROM XCEL FLOWN DRONE ON JANUARY 5, 2023



PROPERTY LINE
LEASE AREA
ACCESS EASEMENT
UTILITY EASEMENT
CONTOURS
* CENTERLINE OF TOWER LOCATION

AERIAL SURVEY

PROFESSIONAL LAND SURVEYOR
JAMES A. FAETANINI
NO. 035-003494
ROCK ISLAND
ILLINOIS
STATE OF ILLINOIS

I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

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PREPARED FOR:
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SITE SURVEY

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1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

DRAWN BY:	KJM
CHECKED BY:	BCH
SURVEY DATE:	1/5/2023
PLAT DATE:	1/26/2023

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1.2

REPORT OF TITLE:

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY XCEL CONSULTANTS, INC. AND AS SUCH WE ARE NOT RESPONSIBLE FOR THE INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORD, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE, UNRECORDED EASEMENT, AUGMENTING EASEMENT, IMPLIES OR PRESCRIPTIVE EASEMENTS, OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE. INFORMATION REGARDING THESE MATTERS WERE GAINED FROM AMC SETTLEMENT SERVICES, ORDER NUMBER 50027368, DATED NOVEMBER 7, 2022, PREPARED FOR THE PARENT PROPERTY

SURVEY MATTERS OR EASEMENTS LISTED IN SCHEDULE 'B':

8. SUBJECT TO AGREEMENT BETWEEN THE YORK HIGHWAY COMMISSION AND JAMES K. RIORDAN DATED 12/24/1928 AND RECORDED 03/07/1929 IN DOCUMENT NO. 275330, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – DOES NOT AFFECT PROPOSED LEASE NOR PROPOSED EASEMENTS
9. SUBJECT TO RESOLUTION BY THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT 88 DATED 07/10/1963 AND RECORDED 07/19/1963 IN DOCUMENT NO. R63–24588, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – NOTHING TO PLOT
10. SUBJECT TO PLAT OF DEDICATION FOR A PUBLIC STREET DATED 04/03/1967 AND RECORDED 05/23/1967 IN DOCUMENT NO. R67–16398, DUPAGE COUNTY RECORDS. REFERENCES PARENT PARCEL – ESTABLISHES RIGHT OF WAY OR ARDMORE AVENUE–NOTHING TO PLOT
11. SUBJECT TO EASEMENT GRANT FROM THE BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 06/23/1980 AND RECORDED 04/09/1981 IN DOCUMENT NO. R81–17872, DUPAGE COUNTY RECORDS. AFFECTS PARENT PARCEL – EASEMENT IS LOCATED 300'± SOUTH OF PROPOSED LEASE AREA

PARENT PARCEL, LEGAL DESCRIPTION (NOT FIELD SURVEYED) PER TITLE

ALL THAT PARCEL OF LAND IN THE IN THE COUNTY OF DU PAGE AND STATE OF ILLINOIS AS MORE FULLY DESCRIBED IN DEED DOCUMENT NUMBER R74–03004 AND BOOK 878 PAGE 65 AND PARCEL # 06–16–401–054, BEING KNOWN AND DESIGNATED AS:

SEE DEED COPIES ATTACHED FOR LEGAL DESCRIPTIONS

LESS AND EXCEPT PROPERTY CONVEYED IN TRUSTEE'S DEED FROM BOARD OF EDUCATION OFCOMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 07/30/1963 ANDRECORDED 11/21/1963 IN DOCUMENT NO. R63–42858.

LESS AND EXCEPT PROPERTY CONVEYED IN TRUSTEE'S DEED FROM BOARD OF EDUCATION OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 TO VILLAGE OF VILLA PARK DATED 12/26/1973 AND RECORDED 01/18/1974 IN DOCUMENT NO. R74–03003.

PARCEL NUMBER: 06–16–401–054

BEING THE SAME PROPERTY ACQUIRED BY COUNTY BOARD OF SCHOOL TRUSTEES OF DUPAGE COUNTY, ILLINOIS FOR THE USE OF COMMUNITY HIGH SCHOOL DISTRICT NO. 88 BY DEED OF VILLAGE OF VILLA PARK, AN ILLINOIS MUNICIPAL CORPORATION, DATED 01/14/1974 AND RECORDED 01/18/1974 IN DOCUMENT NUMBER : R74–03004

BEING THE SAME PROPERTY ACQUIRED BY COUNTY BOARD OF SCHOOL TRUSTEES OF DU PAGE COUNTY, ILLINOIS AND THEIR SUCCESSORS IN OFFICE, FOR THE USE OF COMMUNITY HIGH SCHOOL DISTRICT NUMBER 88 BY DEED OF LA SALLE NATIONAL BANK, A NATIONAL BANKING ASSOCIATION, OF CHICAGO, ILLINOIS, AS TRUSTEE UNDER THE PROVISIONS OF A DEED OR DEEDS IN TRUST, DULY RECORDED AND DELIVERED TO SAID BANK IN PURSUANCE OF A TRUST AGREEMENT DATED THE 15TH DAY OF NOVEMBER, 1955 AND KNOWN AS TRUST NO. 18541, DATED 04/29/1957 AND RECORDED 05/01/1957 IN BOOK / PAGE : 878 / 65

PROPOSED LEASE AREA:

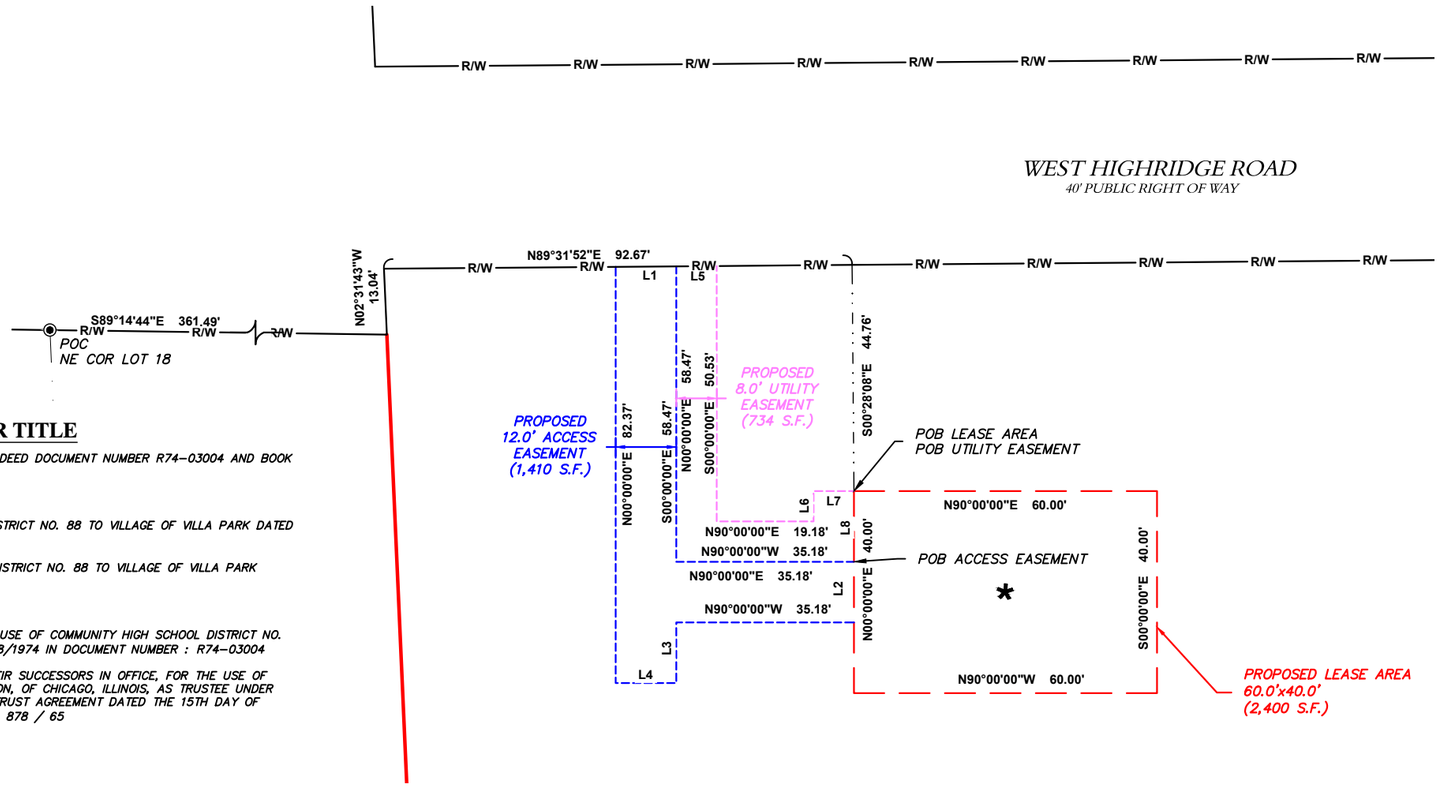
PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT A CRIMPED IRON PIPE FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD AT THE NORTHEAST CORNER OF LOT 18 IN YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 2 ALSO KNOWN A SWESTMORE LANDS; THENCE UPON THE SOUTH RIGHT–OF–WAY LINE OF SAID HIGH RIDGE ROAD, S 89°14'44" E, A DISTANCE OF 361.49 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 02°31'43" W, A DISTANCE OF 13.04 FEET; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E,A DISTANCE OF 92.67 FEET; THENCE S 00°28'08" E, A DISTANCE OF 44.76 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT OF LAND; FROM THE POINT OF BEGINNING, THENCE N 90°00'00" E, A DISTANCE OF 60.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 40.00 FEET; THENCE S 90°00'00" W, A DISTANCE OF 60.00 FEET; THENCE N 00°00'00" E, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 2400 SQUARE FEET OR 0.05 ACRES, MORE OR LESS.

PROPOSED ACCESS EASEMENT:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT A CRIMPED IRON PIPE FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD AT THE NORTHEAST CORNER OF LOT 18 IN YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 2 ALSO KNOWN A SWESTMORE LANDS; THENCE UPON THE SOUTH RIGHT–OF–WAY LINE OF SAID HIGH RIDGE ROAD, S 89°14'44" E, A DISTANCE OF 361.49 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 02°31'43" W, A DISTANCE OF 13.04 FEET; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E,A DISTANCE OF 92.67 FEET; THENCE S 00°28'08" E, A DISTANCE OF 44.76 FEET; THENCE S 00°00'00" E, A DISTANCE OF 14.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; FROM THE POINT OF BEGINNING, THENCE S 00°00'00" E, A DISTANCE OF 12.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 35.18 FEET; THENCE S 00°00'00" E, A DISTANCE OF 12.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 12.00 FEET; THENCE N 00°00'00" W, A DISTANCE OF 82.37 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD; THENCE UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E, A DISTANCE OF 12.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 58.47 FEET; THENCE S 90°00'00" E, A DISTANCE OF 35.18 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,410 SQUARE FEET OR 0.03 ACRES, MORE OR LESS.

PROPOSED UTILITY EASEMENT:

PART OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 39 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING FOR REFERENCE AT A CRIMPED IRON PIPE FOUND ON THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD AT THE NORTHEAST CORNER OF LOT 18 IN YORK TOWNSHIP SUPERVISORS' ASSESSMENT PLAT NO. 2 ALSO KNOWN A SWESTMORE LANDS; THENCE UPON THE SOUTH RIGHT–OF–WAY LINE OF SAID HIGH RIDGE ROAD, S 89°14'44" E, A DISTANCE OF 361.49 FEET TO THE NORTHEAST CORNER OF LOT 18 OF SAID PLAT; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 02°31'43" W, A DISTANCE OF 13.04 FEET; THENCE CONTINUING UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E,A DISTANCE OF 92.67 FEET; THENCE S 00°28'08" E, A DISTANCE OF 44.76 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED EASEMENT; FROM THE POINT OF BEGINNING, THENCE S 00°00'00" E, A DISTANCE OF 14.00 FEET; THENCE N 90°00'00" W, A DISTANCE OF 35.18 FEET; THENCE N 00°00'00"W, A DISTANCE OF 58.47 FEET TO THE SOUTH RIGHT–OF–WAY LINE OF HIGH RIDGE ROAD; THENCE UPON SAID RIGHT–OF–WAY LINE, N 89°31'52" E, A DISTANCE OF 8.00 FEET; THENCE S 00°00'00" E, A DISTANCE OF 50.53 FEET: THENCE S 90°00'00" E, A DISTANCE OF 19.18 FEET; THENCE N 00°00'00" E, A DISTANCE OF 6.00 FEET; THENCE S 90°00'00" E, A DISTANCE OF 8.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 734 SQUARE FEET OR 0.02 ACRES, MORE OR LESS.



LINE TABLE		
LINE	LENGTH	BEARING
L1	12.00'	N89°31'52"E
L2	12.00'	S00°00'00"E
L3	12.00'	S00°00'00"E
L4	12.00'	N90°00'00"W
L5	8.00'	N89°31'52"E
L6	6.00'	N00°00'00"E
L7	8.00'	N90°00'00"E
L8	14.00'	S00°00'00"E

LEGEND

- PROPERTY LINE
- ACCESS EASEMENT
- UTILITY EASEMENT
- LEASE AREA
- R/W — RIGHT OF WAY LINE
- * CENTERLINE OF TOWER LOCATION

N

THE SOURCE OF BEARINGS WERE DETERMINED BY GPS OBSERVATIONS COMPLETED ON JANUARY 5, 2023.

0 15 30 60

1"=30'
GRAPHIC SCALE

PROFESSIONAL LAND SURVEYOR
JAMES A. FAETANINI
NO. 035-003494
ROCK ISLAND
ILLINOIS
STATE OF ILLINOIS

I, JAMES A. FAETANINI, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THE INFORMATION SHOWN HEREON WAS COMPILED USING DATA FROM AN ACTUAL FIELD SURVEY MADE UNDER MY DIRECT SUPERVISION AND THAT THE FIELD SURVEY AND THE COMPILATION OF INFORMATION SHOWN HEREIN WERE CONDUCTED IN ACCORDANCE WITH THE ILLINOIS MINIMUM STANDARDS OF PRACTICE.

James A Faetanini JANUARY 26, 2023

JAMES A. FAETANINI
LICENSE NUMBER 035–003494
MY LICENSE RENEWAL DATE IS NOVEMBER 30, 2024
SHEETS COVERED BY THIS SEAL B–1, B–1.1, B–1.2, AND B–1.3

PREPARED FOR:
WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

PREPARED FOR:
at&t

SURVEYED BY:
XCEL Consultants
8300 42ND STREET WEST
ROCK ISLAND, IL 61201
(O) 309–787–9988
(F) 309–756–5540
(E) XCEL@XCELCONSULTANTSINC.COM

XCEL PROJECT NUMBER: 224443

SITE SURVEY

REV.	DATE	DESCRIPTION

SITE INFORMATION:
VILLA PARK

307 W HIGHRIDGE ROAD
VILLA PARK, IL 60181
DUPAGE COUNTY

TAX PARCEL NUMBER:
0616401054

PROPERTY OWNER:
SCHOOL DISTRICT 88
1250 S ARDMORE
VILLA PARK, IL 60181

SITE NUMBER:
IL0378

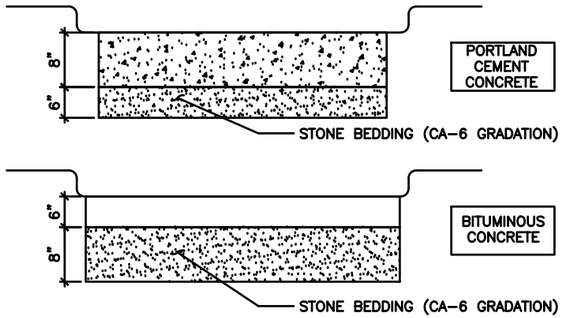
DRAWN BY: KJM
CHECKED BY: BCH
SURVEY DATE: 1/5/2023
PLAT DATE: 1/26/2023

SHEET TITLE:
SITE SURVEY
THIS DOES NOT REPRESENT A BOUNDARY SURVEY OF THE PARENT PARCEL

SHEET NUMBER:
B-1.3

NOTE:
EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 8" BASE AND 6" ASPHALT
(SEE DETAIL #2/C-1)

GENERAL NOTES:
1. CURBING AND PROTECTION FOR IDOT SPECS AS APPROVED BY THE VILLAGE ENGINEER.
2. ALL STONE BEDDING SHALL BE MECHANICALLY COMPACTED.



TYPICAL DRIVEWAY APPROACH

SCALE: N.T.S. — 2

NEW CONCRETE APRON
NEW CULVERT TO REPLACE EXISTING
15' RADIUS
NEW STEEL BARRIER GATE (SEE SHEET C-2B)
NEW 8' WIDE UTILITY EASEMENT
NEW 12' WIDE ASPHALT ACCESS DRIVE/EASEMENT
NEW FIBER HANDHOLE
NEW UTILITY TRANSFORMER BY POWER COMPANY
NEW 600A 4-GANG METER ON UTILITY H-FRAME
NEW FIBER DEMARC IN HOFFMAN BOX/METER CENTER
NEW 12' WIDE DOUBLE SWING ACCESS GATE
EXISTING WALKWAY SECTION TO BE REPLACED W/NEW ASPHALT ACCESS ROAD. GRADE OF NEW WALKWAY TO MATCH EXISTING/SURROUNDING GRADE. NEW WALKWAY PAVEMENT AFTER REPLACEMENT TO BE AT 8" BASE AND 6" ASPHALT
(SEE DETAIL #2/C-1)
NEW 12' WIDE ACCESS EASEMENT THRU NEW WALK WAY
SEE BOX NOTE ABOVE FOR WALKWAY REPLACEMENT
W HIGHRIDGE RD
PROPERTY LINE
NEW 125'-0" MONOPOLE TOWER
NEW 8' GREEN VINYL COATED CHAIN LINK FENCE
NEW TOWERCO LEASE AREA (2400 SQ.FT.)
NEW 8' EVERGREEN (VARIETY) (TYP)
NEW ICE BRIDGE (APPROX. ±16'-6")
NEW WALK UP CABINET AND GENERATOR ON 5'-6"x19'-0" CONCRETE PAD
FUTURE EQUIPMENT AREA (TYP.)
EXISTING TREE AREA
EXISTING GRASS AREA
PROPERTY LINE
704'
703'
702'
701'
700'
699'
698'
697'
696'
695'
694'
693'
692'
691'
690'
689'
8'-0"
45'-0"
91'-0"
120'-0"
4'
40'-0"
34'-0"
12'-0"
24'-0"
24'-0"
89'-6"
12'-0"
3'
3'
18'-0"
18'-0"
3'
54'-0"
60'-0"

LEGEND
- PROPOSED LEASE LINE
- PROPOSED EASEMENT
- PROPOSED FENCE
- EXISTING FENCE
- EXISTING PAVEMENT
- EXISTING PROPERTY LINE

TRUE NORTH

OVERALL SITE PLAN

0 4' 8' 16'
SCALE: 1/16" = 1'-0" (24x36)
(OR) 1/32" = 1'-0" (11x17)
1

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/26/23	FOR PERMIT
2	06/14/23	FOR PERMIT

I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS.

STATE OF ILLINOIS
JOHN M. BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

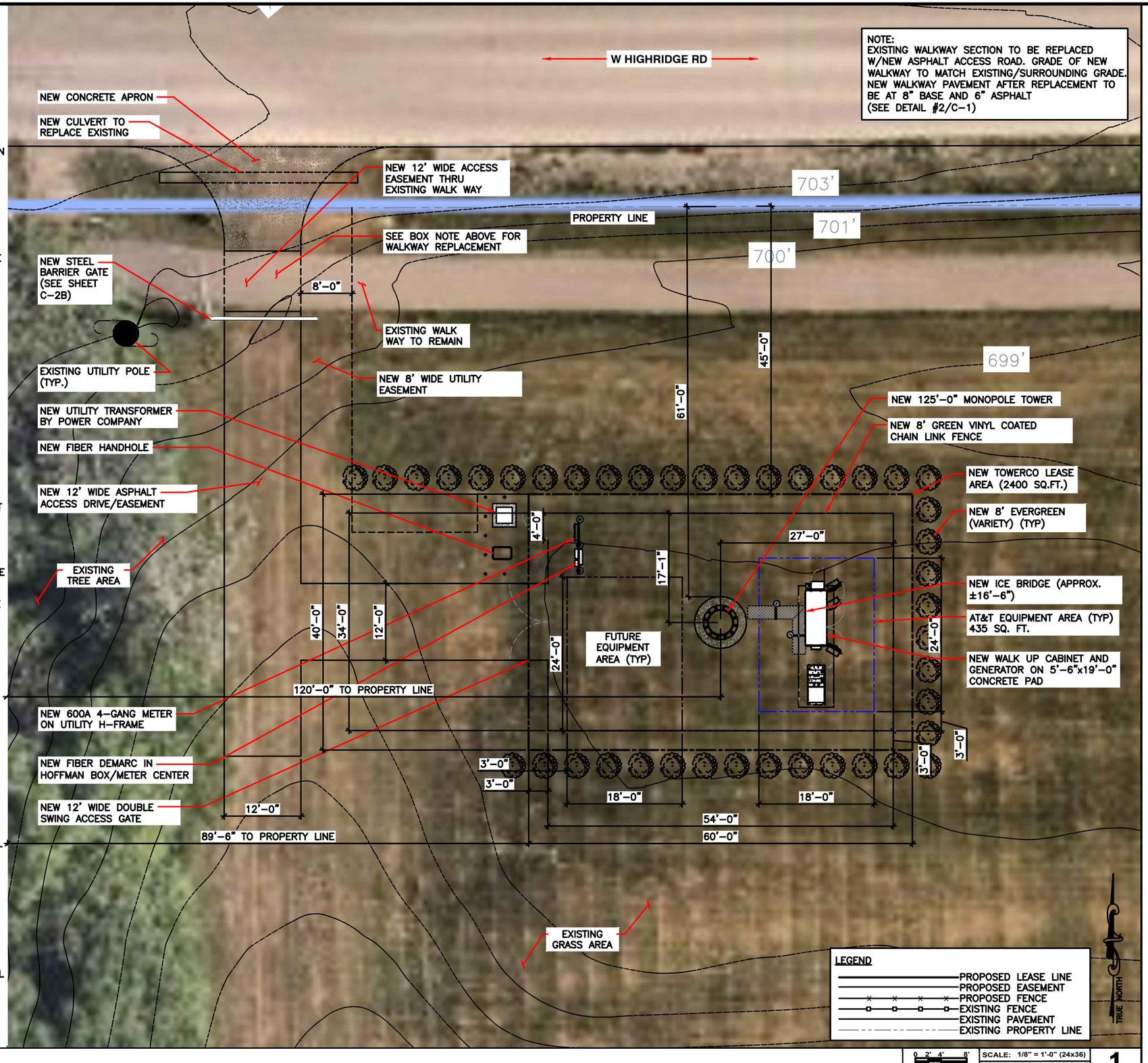
SHEET TITLE
OVERALL SITE PLAN

SHEET NUMBER
C-1

GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
    MAXIMUM SOIL LIFTS:
    JUMPING JACK – 3"
    CROWS FOOT TRENCH ROLLER – 6"
    HOE OPERATED VIBRATORY PLATE – 8"
    WHEELED VIBRATORY SOIL COMPACTOR – 12"
    *LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.

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ENLARGED SITE PLAN

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
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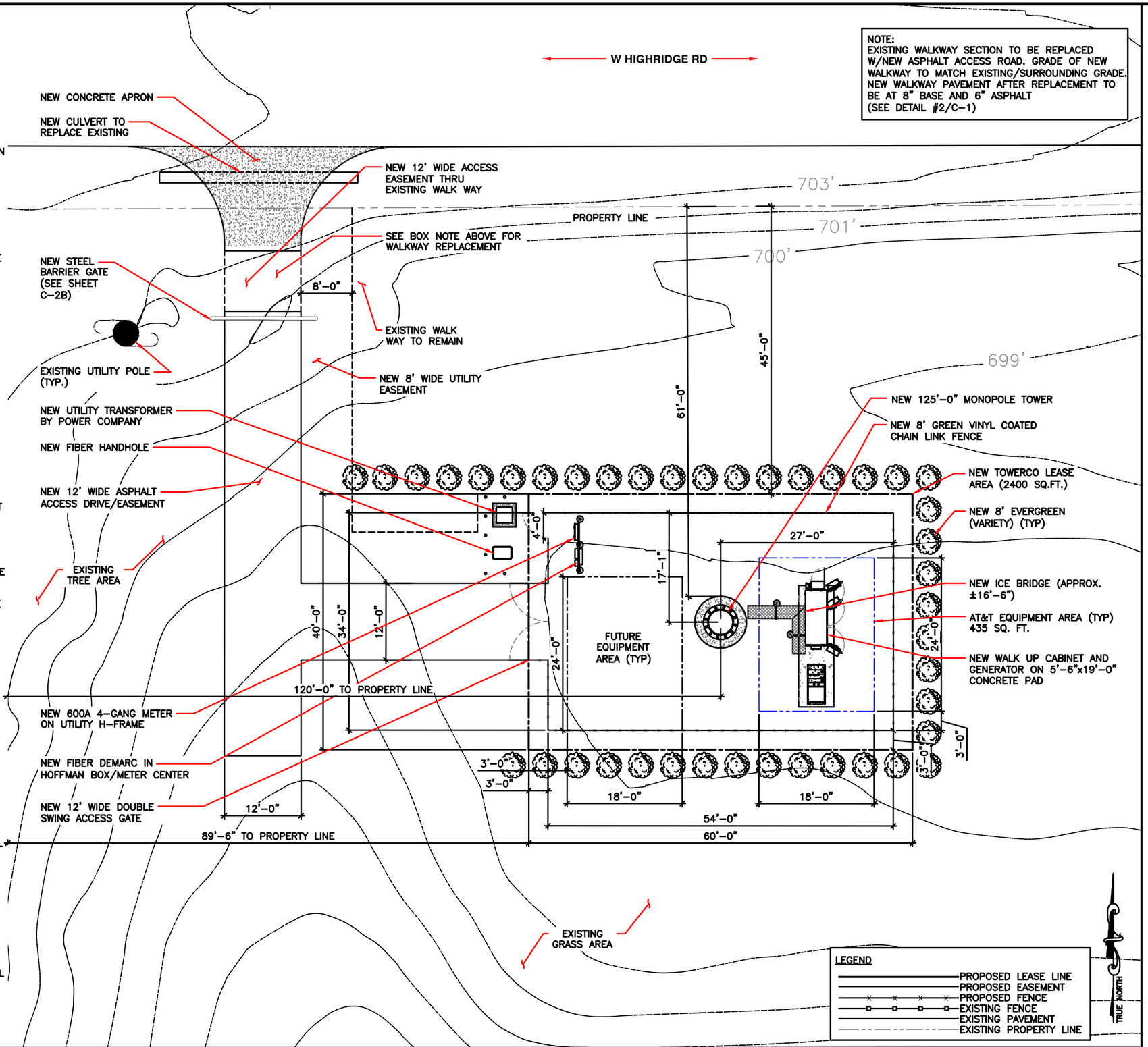
SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2

GENERAL NOTES

1. ALL SITE WORK SHALL BE AS INDICATED ON THE DRAWINGS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE CODES ORDINANCES, LAWS AND REGULATIONS OF ALL MUNICIPALITIES, UTILITIES COMPANY OR OTHER PUBLIC AUTHORITIES.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND INSPECTIONS THAT MAY BE REQUIRED BY ANY FEDERAL, STATE, COUNTY OR MUNICIPAL AUTHORITIES.
4. THE CONTRACTOR SHALL NOTIFY THE TOWERCO CONSTRUCTION MANAGER, IN WRITING, OF ANY CONFLICTS, ERRORS OR OMISSIONS PRIOR TO THE SUBMISSION OF BIDS OR PERFORMANCE OF WORK. MINOR OMISSIONS OR ERRORS IN THE BID DOCUMENTS SHALL NOT RELIEVE THE CONTRACTOR FROM RESPONSIBILITY FOR THE OVERALL INTENT OF THESE DRAWINGS.
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING SITE IMPROVEMENTS PRIOR TO COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL REPAIR ANY DAMAGE CAUSED AS A RESULT OF CONSTRUCTION OF THIS FACILITY.
6. THE SCOPE OF WORK FOR THIS PROJECT SHALL INCLUDE PROVIDING ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THIS PROJECT. ALL EQUIPMENT SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.
7. THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO SUBMITTING A BID TO VERIFY THAT THE PROJECT CAN BE CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.
8. CONTRACTOR SHALL MAKE A UTILITY "ONE CALL" TO LOCATE ALL UTILITIES AND NOTIFY UNDERGROUND FACILITIES PROTECTIVE ORGANIZATION AT PRIOR TO EXCAVATION AT SITE.
9. ANY UNDERGROUND UTILITIES OR STRUCTURES THAT EXIST BENEATH THE PROJECT AREA, CONTRACTOR MUST LOCATE IT AND CONTACT THE APPLICANT & THE OWNER'S REPRESENTATIVE.
10. NO SIGNIFICANT NOISE, SMOKE, DUST, OR ODOR WILL RESULT FROM THIS FACILITY.
11. THE FACILITY IS UNMANNED AND NOT INTENDED FOR HUMAN HABITATION (NO HANDICAP ACCESS REQUIRED).
12. THE FACILITY IS UNMANNED AND DOES NOT REQUIRE POTABLE WATER OR SANITARY SERVICE.
13. POWER TO THE FACILITY WILL BE MONITORED BY A SEPARATE METER.
14. THERE ARE NO COMMERCIAL SIGNS PROPOSED FOR THIS INSTALLATION.
15. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.
16. THE SUBGRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
    MAXIMUM SOIL LIFTS:
    JUMPING JACK – 3"
    CROWS FOOT TRENCH ROLLER – 6"
    HOE OPERATED VIBRATORY PLATE – 8"
    WHEELED VIBRATORY SOIL COMPACTOR – 12"
    *LIFT HEIGHTS MAY NEED TO BE ADJUSTED DEPENDING ON SOIL TYPES AND MOISTURE CONTENT.
17. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC, AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES, AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY UTILITY OWNER. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR PIER DRILLING AROUND OR NEAR UTILITIES.
18. THE AREAS DISTURBED DUE TO CONSTRUCTION ACTIVITY SHALL BE GRADED AND RESTORED PER CODE/LANDLORD REQUIREMENTS (REFER TO GRADING PLAN).
19. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL, AND COORDINATED WITH THE MUNICIPALITY.
20. UTILITY WARNING TAPE SHALL BE PLACED ABOVE ALL NEW CONDUITS AT MAX 18" DEPTH BELOW GRADE.

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.



ENLARGED SITE PLAN

0 2' 4' 8'

SCALE: 1/8" = 1'-0" (24x36)
(OR) 1/16" = 1'-0" (11x17)

1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

JOHN M. BANKS
ARCHITECT
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847-277-0070
FAX : 847-277-0080
EMAIL :JBANKS@WESTCHESTERSERVICES.COM

WESTCHESTER SERVICES LLC
604 FOX GLEN
BARRINGTON, IL 60010
TELEPHONE: 847.277.0070
FAX : 847.277.0080
ae@westchesterservices.com

DRAWN BY: MN
CHECKED BY: —

REV	DATE	DESCRIPTION
0	02/28/23	FOR PERMIT
1	04/26/23	FOR PERMIT
2	06/14/23	FOR PERMIT

"I HEREBY CERTIFY THAT THESE PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF ILLINOIS."

STATE OF ILLINOIS JOHN M. BANKS 001-014586 LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
ENLARGED SITE PLAN

SHEET NUMBER
C-2A

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

LONG HINGE BRACKET FOR SQUARE BARRIER GATE

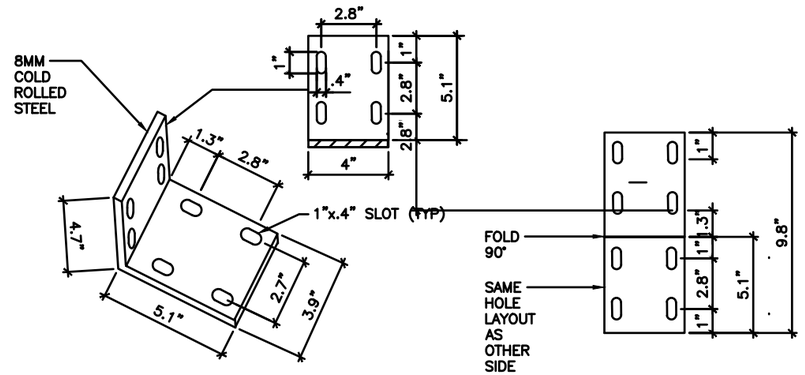
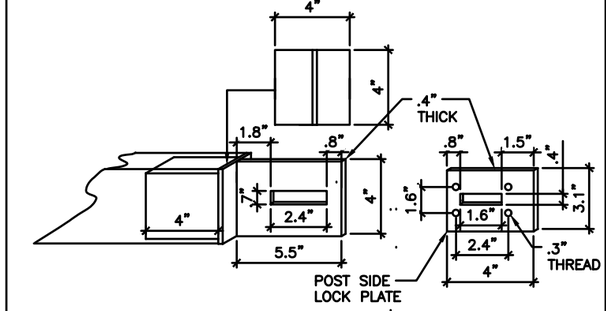


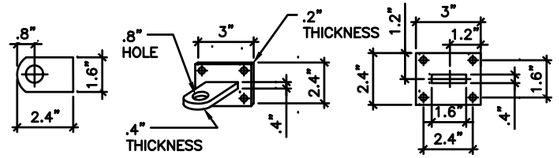
PLATE THICKNESS 8MM

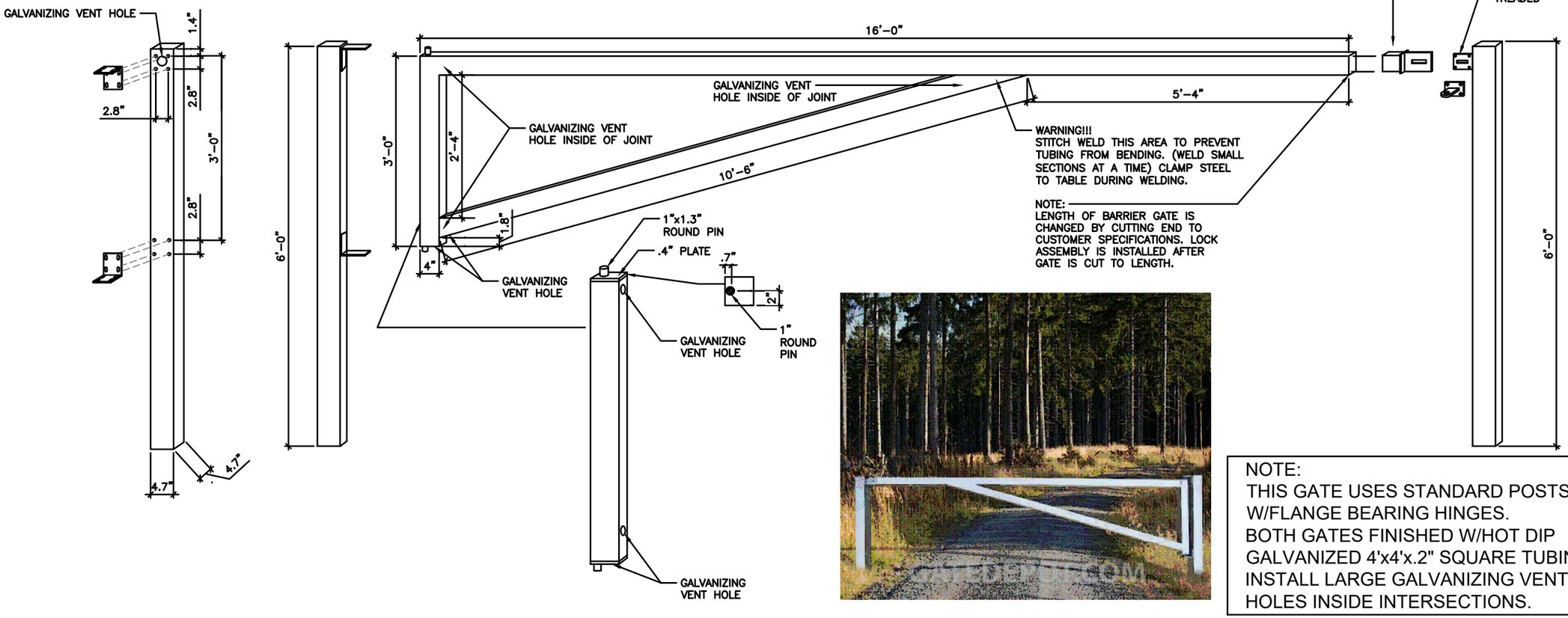
DURAGATE
DGT-BS SUPER-DUTY STEEL BARRIER GATE
SQUARE TUBULAR 10-1/2"-16 FT. LONG KIT

LOCK DETAIL SQUARE GATE



LOCK INSERT





NOTE:
THIS GATE USES STANDARD POSTS W/FLANGE BEARING HINGES.
BOTH GATES FINISHED W/HOT DIP GALVANIZED 4'x4'x.2" SQUARE TUBING.
INSTALL LARGE GALVANIZING VENT HOLES INSIDE INTERSECTIONS.

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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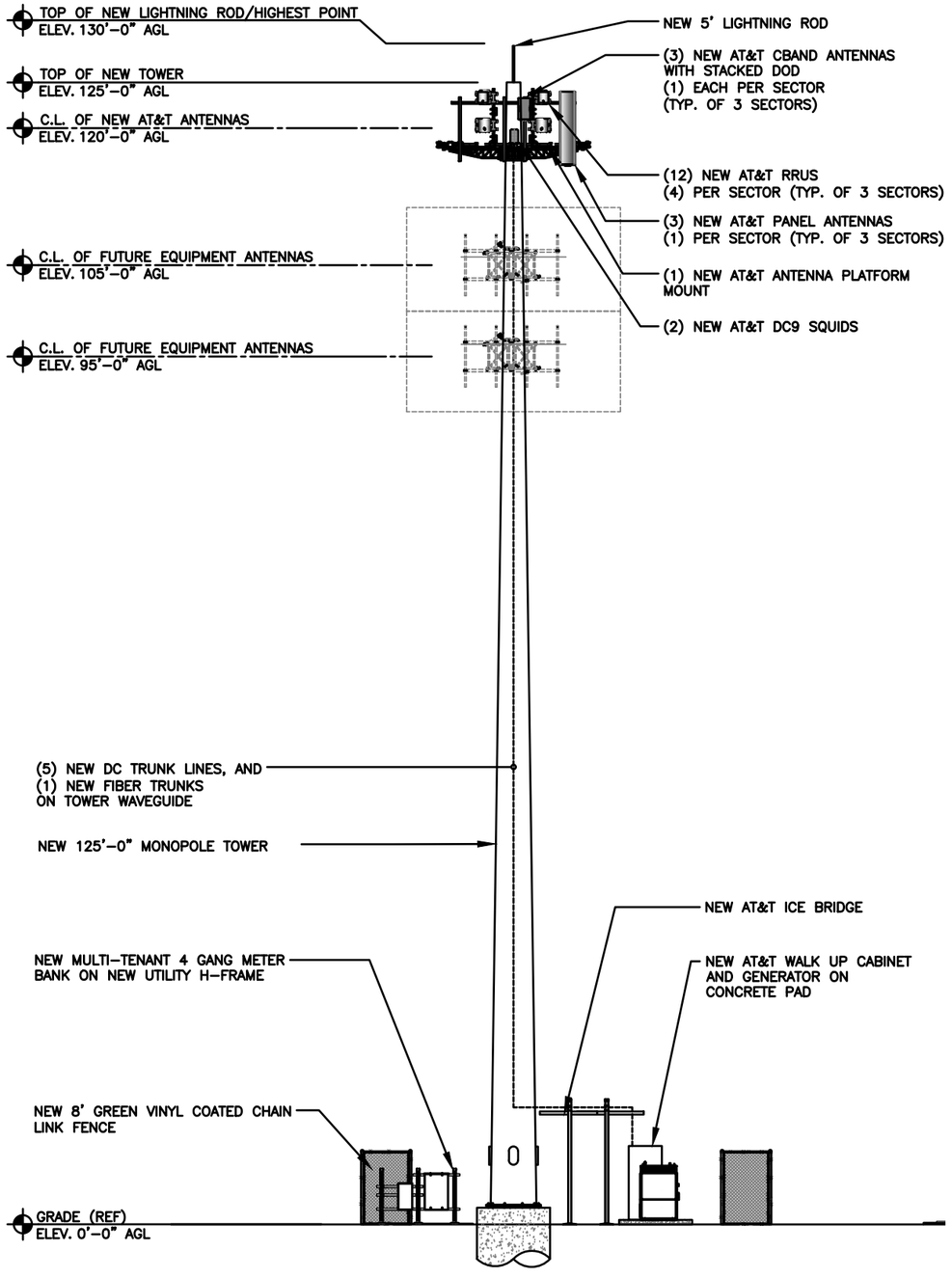
SHEET TITLE
STEEL BARRIER GATE DETAILS

SHEET NUMBER
C-2B

THE INFORMATION CONTAINED IN THIS SET OF CONSTRUCTION DOCUMENTS IS PROPRIETARY BY NATURE. ANY USE OR DISCLOSURE OTHER THAN THAT WHICH RELATES TO CARRIER SERVICES IS STRICTLY PROHIBITED.

NOTE:
TOWER STRUCTURAL ANALYSIS AND DESIGN BY OTHERS
TOWER FOUNDATION ANALYSIS AND DESIGN BY OTHERS

NOTE:
GENERAL CONTRACTOR SHALL MAKE SURE SAFETY CLIMB IS 100% FREE OF CABLES AND MOUNTS AFTER INSTALL IS COMPLETE.



SOUTH ELEVATION

SCALE N.T.S. 1

TowerCo
5000 VALLEYSTONE DRIVE
SUITE 200
CARY, NC 27519

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STATE OF ILLINOIS
JOHN M. BANKS
001-014586
LICENSED ARCHITECT

EXP DATE: 11/30/24

TOWERCO SITE ID: IL0378
AT&T SITE# IL2777 – 11678323
AT&T SITE NAME: VILLA PARK

SITE ADDRESS:
1250 S. ARDMORE AVENUE
VILLA PARK, IL 60181

SHEET TITLE
ELEVATION

SHEET NUMBER
C-3

VILLAGE OF VILLA PARK, ILLINOIS
PLANNING AND ZONING COMMISSION

IN RE THE MATTER OF:	)	
	)	
KENDALL COMMUNICATIONS	)	
TOWERCO INFRASTRUCTURE	)	PZ-23-02
1250 South Ardmore Avenue	)	

PUBLIC HEARING

JUNE 8, 2023

7:30 P.M.

REPORT OF PROCEEDINGS had before the VILLAGE OF VILLA PARK PLANNING & ZONING COMMISSION, held at the Villa Park Village Hall, 20 South Ardmore Avenue, Villa Park, Illinois, commencing at 7:34 o'clock p.m. on Thursday, the 8th day of June, 2023.

APPEARANCES: MR. JASON JARRETT, Chairman
MR. DOMINICK ROMANO, Commissioner
MR. ERIC LUEDTKE, Commissioner
MR. JUSTIN SHLENSKY, Commissioner
MR. LOUIS LeMIEUX, Commissioner

ALSO PRESENT: MR. NICK CUZZONE, Villa Park President
MR. MARC McLAUGHLIN, Community Development
MS. STEPHANIE BARAJAS, Planner

REPORTED BY LYN DOERING, CSR.

CHAIRMAN JARRETT: We have one agenda item tonight. Before we get started I am going to explain how the process works:

We will start with staff input. We will move to presentation of the Petitioner.

Following that we will have public participation and questions. That would be when anybody from the public wishing to make a comment would be able to come up here to the podium and say a few words. We try to keep it to about three minutes.

And then we have questions from the Commission, any closing comments from the Petitioner, then we will have discussion up here and then a motion, if necessary, and a vote, if we have a motion.

What I would ask, if you anticipate speaking tonight at all, stand now, I will get you sworn in, and then when you come up you will state your name and address for the record.

So if you think you are going to speak or think you might speak, stand now, because otherwise I will have to swear you in individually later.

(Whereupon said witnesses were duly sworn).

CHAIRMAN JARRETT: Thank you.

So the first item of business is Petition PZ-23-02, 1250 South Ardmore Avenue, Special Use for new cell tower.

Petitioner Kendall Communications for TowerCo Infrastructure, Tony Phillips.

Owner, DuPage High School District 88.

Marc, whenever you are ready.

MR. McLAUGHLIN: Thank you, Chair.

Yes, this evening we have a special use request from TowerCo to place a new cell tower at 1250 Ardmore. This is in the far northwest corner of the property.

The zoning ordinance specifically allows the ability to ask for a special use in this district.

It also has a standard that the zoning ordinance requires new and modified towers to be set back from the property line adjoining any residentially-zoned property a distance equal to the height of the tower -- this is a 125-foot tower -- unless a lesser setback is required due

to the type of transmission equipment or technology proposed by the Applicant to be at a lesser distance.

The proposed 125-foot tower is set back at a distance of 65 feet from the public right-of-way.

The Petitioner is requesting for a lesser setback to be required due to the technology that would prevent the fall radius of being no more than 50 feet.

I would point out the request has to do with adjoining residential uses but it also ties back to the residential zoning district, even though it's a school, and to the north it's also residentially zoned which is also not a residential use.

Staff has a recommendation for approval with a potential condition to provide a gate on the south side of the bike path at the access.

But I will turn it over to Tony Phillips for his presentation.

MR. PHILLIPS: Good evening, my name is Tony Phillips, Kendall Communications, representing TowerCo. The address is 380 Kendall

Place, Columbus, Ohio, 43205.

We are proposing a cell tower on the school property. We are asking for the variance setback.

We provided the fall letter. We call it a fall letter, from the manufacturer of the tower, their engineers, it's designed to fall or collapse upon itself. So that's why we are asking for this reduced setback.

The technology -- Your ordinance says, If the technology so warrants. The technology is there now to collapse. These towers can collapse on themselves. So it will stay within the least area.

It's a 125-foot tower for AT&T. We have provided coverage maps which I will go to in a second here showing the coverage before and after.

And it also will have FirstNet, which is a first responder network on there, which AT&T and federal government have. It's a dedicated frequency for first responders.

So if there is any type of a disaster, where everybody is on their cellphones at the same time and nobody can get a signal, first responders

will have an open channel to communicate which is a pretty big thing. Especially now with landlines, nobody has landlines any more.

I can see the people here have questions and there are probably concerns about health and things and this and that, which I want to remind the Board that the federal government has stated that you cannot deny a project based on health. It's off the table.

I don't know if you are aware of that but you can't consider that. They have decided -- whether it's right or not, I don't know, but you can't do that.

And to be honest with you, your cellphone does exactly what that cell tower does; it sends and receives. So by putting it by your head you are doing exactly what those towers are doing. Because of the height of the tower at 125 feet those antennas, it's categorically excluded from any type of emissions.

In other words, by the time it comes down to the ground you are almost at zero emissions up there. Any type of RF exposure because of where it's at you would have to be in a

hot air balloon right next to it to have anything worse than your cellphone.

So hopefully that answers your questions. I have a feeling that's probably one of the concerns tonight.

Let's see, if I can find a better one. I'm going down there.

So that's the spot on the school property there. It's the northeast -- northwest corner.

Let's see if I can get another picture here.

So that's how it will look. There will be a little access road on the south side of the bike path.

We talked about having like a security gate or something there so cars can't park there.

TowerCo has agreed to do that, to install the tower, the security gate, so when their service technicians --

It's an unmanned facility, so it won't have any garbage or sewer or water use. It will just be power and fiber to run the site.

And that little access road will only be

used approximately once a month by a technician, just to check on the site. So he will have a key to the gate.

And then a gate to the compound. The compound will have a security fence around it.

And it will also have room for multi-carrier. So it won't be just for one carrier. It won't be just for AT&T. It will actually be an affordable support structure for additional carriers, for additional equipment for this area.

It's hard to get coverage. I think during COVID everybody kind of realized that you needed better coverage. Not everybody is getting coverage at their house.

Maybe at the office now you have Wi-Fi but when you get home, you are trying to work from home, your connectivity is a little limited. So we have to bring these towers, this equipment, into more residential areas. There is no way around it.

And with everybody canceling their landlines and instead of having 50 telephone poles or 100 telephone poles down the street, you might

have one support structure for the wireless technology, which is where we are going with that.

So all your GIS and all that stuff is all runs off of these things. So it's pretty important to have this equipment.

Let's see if I can move this one more time. It's an aerial view. I want to get the elevation.

We are going to have landscaping around the site. It's not in color but you can see that's all evergreens or arborvitaes around the tower. So you won't see any equipment from the ground or street level. You won't even notice the low equipment.

And the high stuff, when you are driving by -- until I got in this business I never even knew what a cell tower was but now I see them everywhere because I am in the business. We will try and screen it and we are doing screening per the ordinance.

And that's the elevation.

So right now AT&T would be at the top and then there's space for two other carriers, space on the ground for two other carriers'

equipment.

So it's inviting. It a place for new technology to come along with any other carriers to move over there, where they have gaps in coverage, it's pretty -- it will be a nice --

TowerCo's rent, like their rent schedule and all that type of stuff is much cheaper than all these other tower companies. So that's one of the reasons why AT&T has partnered with TowerCo is to keep their rent down.

And that also gets passed down to the consumer then, which is a pretty important thing, especially since we are all relying on our cellphones so much.

This is the coverage before, without the site. And this is the coverage with the site.

There we go. That's the coverage with the site.

So you will see there is an increase in coverage, right off the bat. You will have better coverage, better capacity. That's without and that's with again.

So we are filling a gap in coverage. We are providing services that aren't there right

now. And you want that. It's important to have that handoff. As you are driving down the street, wherever you live, whatever, you want to have that connectivity, so it's pretty important.

And that's about it. Other than that it's a cell tower and we will provide much-needed wireless services for everyone.

And I guess -- I don't know if you guys have questions now or do we wait until public comment?

CHAIRMAN JARRETT: If we have any questions we will ask them later. Thank you.

MR. PHILLIPS: Okay. I am joined by Jason Woodward here from TowerCo.

CHAIRMAN JARRETT: Okay. Thank you.

All right. So now we will move to public participation and questions. So if you have anything you want to ask or comments about three minutes, please direct questions towards me. We will compile a list of questions and then give the Applicant the opportunity to respond.

Please try to keep your time to about three minutes. Be respectful.

And if you are coming up to speak after someone, you don't necessarily have to repeat every point they made. It's fine to say, I support this project, I agree with the person in front of me. I don't support this project, I agree with all the reasons the person in front of me said. I don't support this project.

So feel free to use your three minutes but it's also good to be brief when you can.

Whoever wants to go first, name and address and we will go from there.

MR. HALL: Good evening, I am Tony Hall, I live at 101 West Leslie Lane, so right kind of within view of this.

My question about this tower is what besides kind of -- not obscure -- but what is the direct benefit that the Village will get out of putting up a 125-foot tower in an area where a lot of people walk around and in my opinion could be a potential eyesore.

So I would like to know what are our direct communal benefits to the Village by doing this. Outside kind of a vague increased coverage, I would like to know our direct benefit. Thank

you.

CHAIRMAN JARRETT: Okay. Thank you.

MS. KALUCKI: Good evening. My name is Kinga Kalucki. I live on 30 East VanBuren Street here in Villa Park and I have several questions. If I go past my time limit please let me know.

CHAIRMAN JARRETT: Okay.

MS. KALUCKI: The first question is, is this cell tower going to have 4G, 5G or both 4G and 5G?

If it does have 5G, will the 5G cells have to go on the streetlights and the ComEd poles throughout town in order for the service to work?

Will this one tall tower cell cover all of Villa Park or will other tall cell towers need to go up?

Who owns the land for the proposed tower site?

Are they selling this land to TowerCo?

If selling, how much will they make?

If they are leasing the property how much will they make?

How long will this permit be approved for?

FirstNet is putting up the tower for the first responders to use only, not community members; correct?

Is there any kind of problem with our emergency service communication and connection in Villa Park currently?

If yes, what negative outcome has the current problems created? Please be specific.

Is the FirstNet only for major catastrophes?

If yes, please provide us some specific examples of when this service would be helpful.

Please explain how FirstNet will benefit the residents of Villa Park and first responders on a daily basis.

Has TowerCo been hired by a telecom carrier like AT&T to install this tower or do they work with a carrier?

And can other carriers add 4G, 5G cells to this tower or is it only for FirstNet going forward?

Thank you.

CHAIRMAN JARRETT: Okay. Thank you.

MR. CESCA: Howdy, Ray Cesca. Glad to be here.

If you knew something was going to hurt your children or your siblings or your friends, you would fight like heck to prevent that from happening.

Well, this is what you are facing right now with a decision to allow a ten-story cell tower designed to emit electromagnetic radiation based on a standard that is not applicable today.

Let me explain:

When the US Senate Commerce, Science and Transportation Subcommittee hearing was held on the future of 5G wireless technology and its impact on the American people and the economy, five executives from the wireless industry were the witnesses.

After two hours of robust back and forth discussion on the global competition, US expansion and security of the 5G deployment, Senator Richard Bloomenthal from Connecticut took the mic and started to query the executives whether they have

supported research on the public safety and biological implications of 5G technology, including the resulting levels of radiation.

Stone faced, the industry representatives conceded that they have not. So Bloomenthal concluded that, There really is no research going on. Not $1 of research; is that right?

The executives suddenly became deaf and dumb.

Bloomenthal then said, So we're kind of flying blind here, as far as health and safety is concerned; is that right?

The executives remained dead silent.

This tells the whole story of why we must know everything about what is being promised. We are not a 5G laboratory.

TowerCo in their statement states quote:

> The FCC has determined the facility of this type is categorically excluded and will not be detrimental to the health, safety and general welfare of persons in the vicinity.
>
> This location was selected to minimize

the visual impact and will not be injurious to property values or future improvement.

Wow, those are huge promises, when you just heard me say not $1 of research has been spent proving and justifying those statements.

The Children's Health Defense sued the FCC and filed 11,000 pages of scientific and human evidence refuting FCC's claims of safety.

The US Courts of Appeal of the DC District Circuit found FCC guilty of not protecting the public's health in setting the guidelines in 1995, 27 years ago, when we all had a very similar flip phone.

Today we use a mobile device with the same power used to send the man to the moon with no change in the guidelines.

As for the effect on real estate value, TowerCo must have their head in the sand when promising that. Who would want a tower nearby?

The National Institute for Science, Law and Public Policies, their large scale EMF real estate study found that there is an immediate 21 percent drop in the value if a cell tower is

even close by.

Are we flying blind here again?

TowerCo is insulting the residents of Villa Park by even making those unfounded and false claims. Villa Park can see right through it.

CHAIRMAN JARRETT: Mr. Cesca --

MR. CESCA: Let's not fly blindly or we will crash.

And now, how do you feel, the tower is 100 percent safe knowing these facts?

CHAIRMAN JARRETT: You are at about four and a half minutes, if you can give us bullet points or closing statements.

MR. CESCA: Okay. I am at the end.

As Jeanne Begley, a popular educator once said:

Responsibility finds a way.

Irresponsibility makes excuses.

Let's be responsible.

Thanks for listening.

CHAIRMAN JARRETT: Thank you.

Anyone else wishing to speak?

MS. HOPKINS: My name is Val

Hopkins. I live in the Elgin area but I work near.

I just want to say I emailed a copy of something I will be referencing to the President of Villa Park and the Manager of Villa Park, just to look over in your leisure time.

Again, my name is Val Hopkins. I want to express my thanks and gratitude for allowing me this time to speak. I may get emotional.

In reference to the Petitioner TowerCo responds in part states quote:

> The FCC has determined a facility of this type is categorically excluded and will not be detrimental to the health, safety or general welfare of persons in the vicinity.
>
> This location will not be injurious to property values, end quote.

Repeating what Ray had said.

I am going to be referring to the Pittsfield Board of Health emergency order.

Now, contrary to that statement that I just read I would like to refer now to the City of Pittsfield, Massachusetts, emergency order to

issue a cease and assist order against the cell tower company quote:

> Soon after the wireless facility was activated and began transmitting the city started to receive reports of illness and negative health symptoms from residents living nearby the facility; including headaches, sleep problems, heart palpitations, ringing in the ears, dizziness, nausea, skin rashes, memory and cognitive problems. It is documented that the neurological and dermatological symptoms experienced by these residents are consistent with those described in peer reviewed scientific and medical literature as being associated with exposure to pulse and modulated radio frequency or RF radiation, including RF from cell towers.
>
> The City of Pittsfield residents have submitted to the Health Board over 11,000 pages of evidence with over 1,000 peer reviewed scientific and medical

studies which consistently find that pulse and modulated RFR biological effects can lead to short and longterm adverse health effects in humans, either directly or by aggravating other existing medical conditions, end quote.

This is from credible experts that have documented and testified about the dangers to human health and environment caused by exposure to wireless radiation.

There are numerous resident testimonies in this emergency order, including an adult and their two children developing headaches and insomnia after the facility became operational. They left their home because it essentially became uninhabitable.

Within days of transmitting residents reported to the health department headaches, nausea, dizziness, palpitations, insomnia and other symptoms.

The Board of Health conducted a 15 month long investigation and found harm from the tower, deemed their home uninhabitable, due to levels of RF radiation that were well within FCC's

antiquated guidelines.

Furthermore, I would like to mention now in regards to the said tower, I would like to mention how this facility could potentially interfere with smaller religious communities, such as the Islamic Foundation that is located nearby this tower they want to put up in Villa Park.

Please listen and hear what I said --

CHAIRMAN JARRETT: Excuse me, you are about three and a half minutes.

MS. HOPKINS: I am almost done.

CHAIRMAN JARRETT: Bullet points and wrap-up would be good.

MS. HOPKINS: Please listen and hear what I said. Let's have Pittsfield, Massachusetts be an example.

Do we really want to see this Villa Park community abandoning their homes because they are too sick to live here?

The Village of Villa Park, including the property owner, could potentially be vulnerable through lawsuits and legal matters. Is it really worth the risk?

Thank you for your time.

CHAIRMAN JARRETT: Thank you.

MS. LYDON: My name is Tyra Lydon. I am at 416 South Oakland Avenue here in Villa Park.

First of all, I would like to take this time to thank you for meeting with me today and to thank you all, all of you, for your services and your personal sacrifices that you make on behalf of our community everyday. On behalf of my family, I would like you to know that it does not go unnoticed.

I would like to present some suggestions regarding the tower. Also I would like to present my personal experiences with radiation frequency levels and then finally present a question.

If the tower is built I believe it would be in the best interest of the Villa Park Board and community if the following reasonable actions be taken and given serious consideration:

Before the tower goes up, hire an independent engineer to take readings in the school and on the surrounding school property grounds while school is not in session.

After these readings are documented have

the engineer take readings in the school and on the surrounding school property grounds while the school is in session.

After the tower goes up repeat the process.

Now you have a baseline allowing you to compare and contrast readings. Use these readings to adjust the radiation frequency levels when needed. Make this information available to the Village website.

Those are my suggestions. Here is my personal story:

I am one of the many who do not respond well to certain levels of radiation frequencies. I must take precautions with my iPhone, my laptop, my routers and my modem. If I don't take these precautions I experience severe dizziness, loss of breath and nausea.

To prevent these symptoms I must do the following on a daily basis:

My 5G iPhone 13 has to be set at 4G levels with a cover protector. My laptop must be plugged into the wall grounding it; in other words, my home Wi-Fi is completely turned off

preventing Wi-Fi radiation from escaping into my immediate surroundings.

My modems and my routers are encased in Faraday cages which again prevent the radiation from escaping into my surroundings.

That's my personal story. Here is my one question. It has been a lingering question on my mind since the hearing about the tower and that question is:

Who will be held accountable, should the kids, staff members and/or citizens in our community get sick from what will be radiating from the tower?

Will it be the Village? Will it be the school board?

I was hoping you could shed some light.

Thank you all very much.

CHAIRMAN JARRETT: Thank you.

MS. PERLMAN: Hi, Nancy Perlman.

Good evening, I would like to extend a special thank you to the Plan Commission Members for your dedicated service to Villa Park.

I am Nancy Perlman from Glen Ellyn. I am part of the leadership team in Illinois who

have been working with state legislators and local officials to restore local control to the municipalities in the placement of cell towers and small cells. I am here to see how I can be of help to you.

Tonight I am asking that you deny the recommendation of the special use permit to TowerCo for the new cell tower at 1250 South Ardmore Avenue and hold all applications for 4G or 5G installations in Villa Park for now and there are many reasons to do so.

There is the issue of the Applicant being in compliance with the federal law, the National Environmental Policy Act, NEPA.

This law says the new cell tower that's going up to be put in the environment must have a NEPA checklist completed. A former FCC NEPA attorney made that clear to me and I didn't see any checklists in the agenda packet.

Part of the NEPA checklist is an FCC radio frequency compliance report that includes the lowest and highest levels these antennas are capable of emitting for public exposure.

As you know, the FCC was sued for having

radio frequency guidelines that are 27 years out of date. Now, they are reviewing all these pages of peer reviewed scientific research studies proving biological harm and 200 letters from people whose health has been injured by this technology.

It's crucial the FCC establish new state guidelines for radio frequency limits.

Has the Applicant provided you with studies proving 5G is safe? Probably not. As they are marketing this propaganda with no facts behind it.

The topic is very complex and needs time to be looked at in detail to understand how approving this would negatively impact Villa Park.

And here are examples of municipalities in the western suburbs who did so:

The Mayor and Village Board of Lockport voted No and turned down a cell tower from being placed on school property by a park and baseball diamond where houses backed up to it. They took the time to look at the information they were given.

I have been working with my village,

Glen Ellyn, and last month the Glen Ellyn Plan Commission voted to deny the recommendation for special use permits for two cell towers to put 5g antennas on them.

Originally the village staff suggested they vote to approve recommending. The plan commission was presented with lots of facts and data by the public that was very informative and helpful.

After two more meetings and time to review the information they voted to deny the recommendation of the special use permit to our village board.

There are many other communities across the country who are doing the same thing.

Please vote to deny or at least table this topic for now, so you have a chance to review all of the facts and the data tonight so you can make the most informed decision possible.

Thank you.

CHAIRMAN JARRETT: Thank you.

All right. Anyone else wishing to speak at this time? This will be your last opportunity at this hearing.

(No response.)

CHAIRMAN JARRETT: All right. I am seeing no one.

We will move to questions from the Commission. And so I will give you an opportunity to answer any of those questions that you would like to answer.

MR. PHILLIPS: Okay.

CHAIRMAN JARRETT: Then I will also -- If I feel like you missed some of the questions that need to be answered, I will ask questions up here. But I will give you a few minutes to run through.

MR. WOODWARD: Absolutely.

CHAIRMAN JARRETT: Whenever you are ready, just state your name and address so the court reporter has it.

MR. WOODWARD: My name is Jason Woodward. I am Senior Vice-President with TowerCo. Address is 5000 Valley Stone Drive, Cary, North Carolina.

I pretty much wrote down all the questions so I will try to hit all the ones I can, if possible.

So the benefit of the tower was the first question.

The main reason for this tower is for AT&T coverage but also for FirstNet.

So to give a little bit of a background on FirstNet:

When 911 and Katrina occurred the federal government really came to fruition that there was a serious issue with the fact they didn't have an inner operability system for all first responders to basically perform simultaneously if there was a national global emergency.

So one of the things that they did was they created a FirstNet committee which allocated $9 billion in order to build out a nationwide network, in order to have first responders have prioritization over everyone else.

What occurred during 911 and Katrina was that when the towers were initially hit and everybody was stranded in Katrina and there was a bunch of issues, everybody was trying to utilize their phone.

First responders couldn't get out

quickly. They couldn't get prioritization and their phones went busy and the system basically locked up.

At that point once the federal governmental allocated $9 billion -- that isn't going to get you very far building out states -- so what they did is they put together a policy that had every single governor, all 50 states, have to either opt in or out for FirstNet.

The federal government ended up basically adjoining with AT&T, where AT&T allocated $45 billion worth of infrastructure funds to their existing network in order to allocate what they call Block 14, which is a block of spectrum that is basically used for first responders.

The way that works, if I work at your police department and I am working on FirstNet or I utilize FirstNet, there is a SIM card inside of your phone and I have prioritization no matter if I am texting my wife to go get pizza at the local pizza store or if there is a local emergency. He has prioritization -- or she -- has prioritization at all times.

So just because they are a first responder, let it be ambulatory, hospital, police, fire, all the data that goes into the squad cars, like what we call data dump -- so when you get pulled over by a police officer, he runs your license plate -- that all comes wirelessly through the antennas on the back of the squad car, that basically comes through FirstNet.

That gets prioritization over anybody using an iPad, watching videos, YouTube, putting stuff on Facebook, it's all prioritized. So that was the purpose of FirstNet.

So AT&T teamed up with FirstNet. They then put FirstNet antennas on every single site.

The reason for that is the governors basically all agree unanimously across the country that they will sign up and approve FirstNet in their state.

Illinois, if I am not mistaken, was signed in 2017 or 2018. I don't have the exact date.

But at that point -- AT&T has since allocated FirstNet at that juncture, like right when it was signed.

At that point -- I am not going to go down the fear-mongering avenue -- but we live in a society where we have a lot of problems at schools. Just leave it there.

FirstNet was only applicable to first responders for the longest time. They have now opened the door for principals, superintendents, specific people at schools to now apply for FirstNet. So that they now have prioritization.

Because now it's becoming a national security issue that there is not the ability for either the people who are within the building to make calls to first emergency responders, 911, things of that nature.

So they have now opened the door for 10 -- let's say seasoned professionals or superintendents or principals to have FirstNet phones.

So we have been in conversation, AT&T jointly with the school, to apply potentially FirstNet at this school so they have that utilization capabilities.

So that is really the main purpose of why this tower is being developed in that general

area.

You also have the Islamic center across the street. That applies to that but it also applies to the general public.

So if there is a fire down the street, the fire department is pulling probably off that tower. It's going to basically support all the first responders that are utilizing FirstNet at that point.

So hopefully that answers that question.

5G, this is the biggest misnomer in the industry. And everybody -- I think when COVID happened, I heard everything.

I have been in the industry for over 25 years. I have heard everything, that 5G causes COVID and it reduced our immune system and things of that nature.

5G is no different than what's already there. 5G is basically just a bigger pipeline of fiber capability to the cell site which gives more data and faster performance than what it did over 4G. It's just an evolution technology.

5G does work in conjunction with things called small cells. Small cells are actually

placed in very dense, condensed areas to offload cellphone traffic next to baseball stadiums, concert venues, areas where there is just a lot of commercial traffic, like the grocery store.

And you have two maybe cell sites that are pretty close to each other. You really can't shoehorn one in between because they cause cross interference, they cancel each other out.

So they put small cells around which offloads the foot traffic on the ground. It also helps performance of the phone. It makes it go really fast.

So 5G in a bigger picture -- and this will hopefully help define what 5G is.

I grew up in Cleveland, Ohio. We had you a UHF channel called Channel 43. It was like Big Truck Little John, the Friday Night Movie Theater movies for teenagers. It was a local TV channel that broadcast out of Southern Cleveland and went all the way down and would transmit all the way down about an hour and a half further south of Cleveland.

That frequency that was used for UHF TV has gone away because of cable, streaming, things

of that nature.

All the 5G frequencies the wireless carriers are using are nothing more than repurposed UHF channels that the FCC basically said, Okay, if he doesn't use it any more, we are now giving it to you, you can now utilize it off the cell sites.

It's just a lower wattage. It's basically way shrunk down.

So instead of having one tower that puts out a million megawatts of power to cover hundreds of miles you now have small towers to connect to a device that's fairly close for repurposing basically. It's a pretty common practice.

So these frequencies the carriers are using have been here since the 1940s and 1950s on television. It's no different.

And there is just a lot of misinformation about 5G and how it is.

And it's a marketing ploy for the carriers to say, We have 5G, it's the greatest thing in the world. I mean, Xfinity is touting 10G which is probably the weirdest thing I have ever heard.

But hopefully that explains that.

There was a question about who owned the land.

We are leasing the land from the school. So the school is getting a monthly payment from TowerCo in order to operate, so that the school can utilize the funds for whatever it is that they choose to. I don't dictate how that gets allocated to them.

If I am not mistaken -- and I want to be accurate, I don't want to mislead, but there is -- we are in a position where we are actually, I believe, putting ten years of payment upfront in order to help the school with some capital improvement projects.

So we are trying to do our best to kind of utilize the school to help out taxpayers and put money towards a good cause with the schools. That's why we go to the schools in a lot of cases, not only for FirstNet coverage but also the financial benefit for them, as well as the community.

I will not go into the discussion about the lease rates. That was discussed probably at

one of the school board meetings, and it was public knowledge, but I will leave that up to the school.

CHAIRMAN JARRETT: To clarify one point, when you say the school, you are talking about School District 88?

MR. WOODWARD: Yes, that's correct.

CHAIRMAN JARRETT: Because we have multiple schools. I wanted to clarify that.

MR. WOODWARD: Correct.

So in regards to, is there any problem with the public safety or FirstNet or anything of that nature, there is not that I am aware of, and I am not a professional to comment on whether or not there is an issue with your public safety radio systems.

What we are responsible for is we are contracted by AT&T to build the infrastructure.

They do not want to own towers due to the fact they don't want to be land owners. They want to worry about their network, their spectrum and their customers. They don't want to have to worry about property issues and things of that nature.

My job is to build with my capital, fund the tower, pay for it, do everything. AT&T pays me a rent in order to operate on that tower which keeps their cost down.

At the same time I have the responsibility of working with the land owner in order to pay their fees, as well as maintain the tower, take care of it, and make sure there is no issue there.

So when it comes back to FirstNet there are not really any quote unquote issues but there are coverage gaps, where AT&T is looking to fulfill areas to get better incoming coverage or areas where if there was an emergency that they do have the coverage readily available.

They have a responsibility to the customers, AT&T customers, but as well as the agencies that utilize AT&T and FirstNet.

AT&T, FirstNet can be again used by hospital, ambulatory, like all the ambulances actually as they traverse you to a hospital they literally run all their -- your heart recordings, everything goes basically wireless. So all that goes over FirstNet.

So they have a responsibility in order to make sure that coverage is there for the community based off the signature and a commitment from the governor when they signed in. That's the commitment.

So at one point AT&T actually had to sit with the government officials and say, We are absolutely committing to covering the state and here is our plan to cover the state. And they fulfill that and then try to meet it.

I think I went over that TowerCo is hired by AT&T.

I think it's really important, there was a lot of comments about health effects. I raised my hand there because there is a liability issue for the Board and it's not a threat or anything. It's just a fact.

So the Telecom Act of 1996 basically states that any public commission, zoning committee, plan commission is not to hear or make judgment of the project based off of health effects, due to the fact that the federal government licensed these frequencies. Its own frequencies are actually controlled and run by the

FCC which is the federal government.

Their position is that you are not to technically hear those in the meeting and they are not to be on record but they are also not to be voted on. So I won't comment on any of the health effects situations.

There was a lot of concern about -- I love the magic number because I hear it constantly -- it's always 21 percent of real estate value loss.

I have been -- Again, I have been in this industry for over 21 -- or 25 years. I am even saying 21.

I have projects where I have built towers that are sitting next to $800,000 homes when they were built with -- and I currently reside in Michigan, my headquarters in North Carolina.

I just got done working on project with Pulte where they literally bought a parcel property for $1.75 million. They literally build houses on it for -- the average price was 7- to $800,000 for every site.

The most expensive house in that

allotment is literally constructed next to two existing towers. One is a lattice tower -- I'm sorry -- a guide tower that's has wires coming down it, the next one has a monopole, and they are literally within 100 feet of each other.

If I was to literally reach out you are probably less than 100 yards from the actual house that was $800,000. It just resold last year for 1.3 million.

So if we are being affected by real estate values -- My mom is a real estate agent and one of the things I hear the most often is location, location, location.

But the second thing is, Oh gosh, does my phone work. Because a lot of people work from home. It's a fact of today's generational situation; we rely on our phones. It's technically an essential service.

Let's see if there is anything else.

MR. PHILLIPS: The tower will also have regular antennas too, not just FirstNet. It will have regular AT&T service.

MR. WOODWARD: So I think there was a question about, Will other carriers be

applicable to this site.

Yes, that is the case.

So our job or my job at TowerCo is once I build the infrastructure we basically call it vertical real estate. Once I build it my job is to try to lease it up to other carriers, be it Verizon, T-Mobile or Dish. Those are the four national carriers basically in the United States.

Chicago had five, US Cellular. US Cellular has moved on and they went to a different more rural market.

But we do have the ability to lease that tower to other carriers. They do promote what they call their 5G, which is a bigger line of fiber and capabilities of fast speed.

One of the things they are bringing that I am welcoming and I am seeing a big trend set is T-Mobile and Verizon are bringing a broadband solution. We call it fixed wireless.

So it doesn't necessarily actually just work on your phones but now you have the capability of having internet service that literally you put a modem in your house and it pulls off that cell site and you have another

option for internet other than the local cable company.

I will be the first one to admit, my cable bill is over $300 a month. And if I had fixed wireless and I had a site go through my house I would be paying $50 a month and I would be jumping all over that because it's a better deal for everybody.

So that's a new model coming out there as well. With the fixed wireless it gives consumers other options in the community to get away from the fixed cable play. So it would be a situation where they have more or less like a monopoly on the area. I am stuck with Comcast. If I don't use Comcast I am doomed.

There was a question about the FCC and NEPA. The NEPA has to be done on this site. It's done. It's complete -- I am pretty sure it's complete.

We have to do that on all our cell sites. That is absolutely mandatory.

The federal government requires us on every single site to complete NEPA, SHPO, TCNS, State Historical Society, we have a view shed

issue.

So what it is, we have to notify every single Indian tribe that once had claim to that property. They have to basically report back to us that there was never a burial ground there, historical area or a settlement or basically any form of historical value there.

State Historical Society, we have to let the State of Illinois understand exactly what the project we are doing. They have to comment on the process. They have a say on what we can and can't do.

We have an environmental. We have to look at bird migration -- oh, my gosh, there is a whole series -- nesting animals, any endangered species. It's a laundry list of things.

The Indiana bat is a protected species now. We can't clear trees in certain periods March 31 until October 1 because of nesting periods.

That is all required and that has to be done. If you build a cell cite without that you might as well just pack your bags and go away because you are doomed.

But what's interesting about that is I can sit in front of you as a Board and if I requested to build a Pizza Hut there I don't have to do any of that, which is crazy, but the reason is because it's a federally-licensed entity through the FCC I have to go through those stages in order to get those approvals.

So when it comes to scrutinizing these projects this industry is probably one of the most scrutinized in the entire industry of any project that you do.

I am trying to think if there is anything else. Is there anything that --

CHAIRMAN JARRETT: I think that's the key questions on my checklist.

MR. WOODWARD: Okay. One of the things I did want to mention is, I do want to talk about Glen Ellyn because that was brought up.

I actually just got done building a tower in Glen Ellyn, neighboring district sewer treatment facility. We built it there in 2016. It's been there since 2016. It has almost every single carrier on it.

Never had an issue with it. Glen Ellyn

approved it.

They call us all the time. They are actually putting more equipment on it for themselves in the next 30 days.

So we have experienced building in their community as well and they have a very large monopole sitting right there.

And then the only other thing I would bring up, the school is in discussion with us to possible utilize the tower as well for their own communications.

So they have had some challenges with a antenna they have in another tower, where they are paying rent, and I am working with the school to try to and save them some money as well and operate a bus transmission twoway communication for them as well on the site, so it would be utilized to help hopefully reduce some costs for the school as well.

CHAIRMAN JARRETT: Okay. We will probably ask more questions up here, but I should have read, I have two letters I was supposed to read into the record which I should have done during public comment. I am going to cover them

now.

One is from a Commissioner who is not present, Commissioner Orlowski. He writes:

> I have looked at everything to this tower cite and I would like to add a condition to it on Sheet No. B2A.
>
> By the new concrete apron just after the existing walkway I would like an entrance gate to be put in and locked, something like what I have in the attachment.
>
> With all the parking issues we have now from across the street and for safety reasons I feel this should be added.
>
> When opened said gate would block walk to people walking past.
>
> You can read this in the minutes of the meeting since I will not be there but it is a concern of mine.

So that's from Commissioner Mike Orlowski, who is not here this evening.

And then we have a letter we received from the Forest Preserve District of DuPage County dated June 8, 2023. It says:

Dear Mr. Jarrett: The Forest Preserve District of DuPage County recently received a notice of public hearing regarding a petition for a special use for a new cell tower at the aforementioned property. We appreciate receiving timely notification of such request that may have an impact on Forest Preserve District property and thank you for the opportunity to comment.

The Forest Preserve District owns York High Ridge Forest Preserve which is located 120 feet from the proposed 125-foot cell tower location.

Communication towers are some of the tallest structures across the landscape and birds are regularly injured or deceased around these towers for various reasons.

We recommend the Petitioner follows the US Fish and Wildlife Services recommended best practices for communication tower design in citing

construction, operation and maintenance and decommissioning which can be found at the link below.

It's long I am not going to read it. I am assuming you guys are aware of that.

We hope you will allow us the opportunity to review and comment on any revisions to plan, should this project move forward.

Please consider this as the Forest Preserve District's request that this letter be read and entered in the public record at the Planning and Zoning Commission meeting to be held this evening.

Please feel free to call me at 630-933-7235, if you have any questions.

Sincerely, Kevin Stough, Land Preservation Manager.

MR. WOODWARD: So for the gate we will approve that gate. That's not an issue.

CHAIRMAN JARRETT: We will talk about it up here and decide if that's a condition we want but I think we probably will.

MR. WOODWARD: In regards to the forest preserve, they actually have a couple cell towers on their property. They are entertaining them now, which is somewhat interesting.

But we are required to go through Fish and Wildlife. That is part of the SHPO and NEPA requirement, so we are required to do all of that, in order to make sure that we don't affect any type of bird migration or any issues around the tower.

CHAIRMAN JARRETT: All right. Thank you.

MR. McLAUGHLIN: Before you guys discuss, I have some clarifications I want to make.

CHAIRMAN JARRETT: Okay. Please.

MR. McLAUGHLIN: So in the Villa Park Zoning Ordinance, Article 10, Wireless Telecommunication Facilities, there is a specific Section 10.3.2:

> Applications shall not be required or be evaluated based upon the following:

It's A through I. I am going to call out a couple of them.

B: Availability of other potential locations for the placement or construction of a tower or transmission equipment.

G: Environmental testing, sampling or monitoring requirements and other compliance measures for radio frequency emissions from transmission equipment that are categorically excluded from FCC rules for radio frequency emissions pursuant to 47 CFR 1.1307(B)1.

H: Regulations or procedures for radio frequency signal strength or the adequacy of the service.

I: Perceived or alleged environmental effects of radio frequency emissions, as provided in 47 USC 332 C74(B)4.

The Village shall not deny any application due to the type of transmission equipment or technology to be used by the Applicant or preference for type of infrastructure or technology and shall not prohibit the placement of emergency power systems that comply with

federal and state environmental requirements.

That is in our code and it matches exactly the laws that they were speaking about.

CHAIRMAN JARRETT: So yes, this is common and it matches the federal regulations in place?

MR. McLAUGHLIN: Correct.

COMMISSIONER SHLENSKY: Marc, what section is that?

COMMISSIONER CALVERT: 10.3.2.

COMMISSIONER SHLENSKY: We should probably amend that to be 5G then.

MR. McLAUGHLIN: Yeah.

CHAIRMAN JARRETT: It references the federal law in place, but yeah.

MR. McLAUGHLIN: So now, go ahead. That's all I have.

CHAIRMAN JARRETT: So we are at questions from the Commission.

Any specific questions up here for the Applicant at this time?

COMMISSIONER ROMANO: I just want clarification from staff on the special use.

The ultimate approval is looking for the clearance basically from High Ridge? It's just not set back 125 feet?

MR. McLAUGHLIN: Correct.

COMMISSIONER ROMANO: So had this tower and this school district approved it, set back 125 feet, we are not having this conversation?

MR. McLAUGHLIN: No, we are. The special use for the tower itself is a requirement.

COMMISSIONER ROMANO: Okay.

MR. McLAUGHLIN: They are asking for it not to be 125 feet set back, the height of the pole, because they did submit the fall letter from the structural engineer that this tower is designed to fall on itself with no more a 50 foot radius.

We worked with them and decided at 65 feet to account for the bike path so that everything would fall outside of any fall ground.

COMMISSIONER CALVERT: So the special use is also the approval of the tower itself?

MR. McLAUGHLIN: Correct.

COMMISSIONER ROMANO: Which the School District 88 has already agreed to, has agreed to the police arrangement and everything else?

MR. McLAUGHLIN: That is correct. They did that before they applied for the tower for the special use; that is correct.

COMMISSIONER ROMANO: That's one question.

The other question is, I am not asking for an explanation of the fall technology.

How often do cell towers fall?

MR. WOODWARD: So I will kind of start back.

So that every single structure that you build has to have a required certified stamp from a structural engineer.

So most buildings are required for a certain building code. Cell towers are based on the environment they are constructed in.

So if I am not mistaken here it's an inch and a half of ice fully loaded on the tower with all the equipment that it could possibly hold what it's designed for with a 90 mile an hour wind

constant for three seconds.

If that structure can meet that with the foundation, the steel, the pole, everything else, it passed what we call structural.

If it does not, you have a choice of having to modify the tower, which is basically you have to stiffen it with rod, basically steel rods or some kind of, what we call, flat plank rod stiffeners or there may be some foundation-type enhancements that you may have to do, if that tower was overloaded.

Legacy towers back in the day built in the 1990s, when I first started, they were built pretty light. They were not designed for what we call co-location standards.

The towers we are building today, we are beefing them up substantially because we are expecting additional carriers on there.

And the equipment is usually pretty heavy in loading, so we designed the towers for -- you know, an AT&T situation, we are literally designing the top rad center for 40,000 square inches of loading, with up to -- it's well over 3,000 pounds just at that location on the tower,

so it's a 10 foot -- or actually it's 12 feet of vertical space. It has to meet that code with multiple carriers.

So to answer your question, there are some legacy towers that have fallen over. I can't lie to you. I can't sit here and say that doesn't happen. Yeah, there's been towers that have collapsed.

Guide towers which have the cables have a tendency to get a little more risky because there is a lot of maintenance on them. You have to torque them down. They have to be inspected every single year. If you don't maintain them then you can put those at risk.

But lattice towers and monopoles pretty much so very, very hardy, in the sense of the way they are constructed. And we show all of that prior, like in our construction drawings and permitting, to make sure we are building a very robust tower.

Just to give you an idea, the company that makes cellphone towers is literally the same company that usually makes your very tall utility poles. They are made out of steel. Literally the

same -- almost the same design, just the utility poles are obviously staggered in lines.

I have had towers -- I had two towers go through massive environmental nightmares.

I had one that went through the Joplin EF5 tornado basically leaning like that. All the houses underneath it are leveled. I have a picture of it on my computer. The tower is still standing, equipment is still on the tower, but everything underneath it is gone.

So if you are at that kind of catastrophe level, you had better be worrying about houses before you worry about the cell tower.

Then we have an incident when it went through Puerto Rico, went through Maria, and it's sitting at substation, standing up. That was a Category 5 hurricane.

The road is absolutely gone. There is actually nothing around it. The only thing two thing standing surprisingly is the utility area where there was a --

MR. McLAUGHLIN: Substation?

MR. WOODWARD: -- substation, all

the substation equipment is still there and the cell tower is next to it. Everything else is gone.

Does that help?

COMMISSIONER ROMANO: Yes.

MR. PHILLIPS: This one is designed to bend at the break point. So all the weight is at the top. It's designed to fall on itself.

So if it gets hit really hard, it won't pull by the roots. That will never happen. The caissons are down 30 feet in concrete.

MR. WOODWARD: So what they do is when you build a monopole it is a sleeve design. So the sleeve, it slips over the top of the next, so it's almost like a Lego set for a second. It just snaps and then it's bolted together.

Those bolt points are where they designed and engineered so that if you had a catastrophe it would snap at that point, that's what it would do, that's how we can get it to confine into that area.

And the reason why we place the tower where they were, we met with the school multiple times, and we were trying to be the most -- or the

least intrusive, in the sense of the property for the usage of the field behind it, but there is also little bit of elevation mound for -- I don't know why that's there. I don't know if it's just a shed or something, but we were trying to plan it out to where it was just simplistic on the property.

CHAIRMAN JARRETT: Answered your questions?

COMMISSIONER ROMANO: Yes, sir.

CHAIRMAN JARRETT: Any other questions down this way?

MR. McLAUGHLIN: Just a point of clarification:

The fall letter for this specific tower has an ultimate wind speed rating of 115 miles an hour without ice and sustained 40 mile an hour with three quarters ice that's designed for this one.

MR. WOODWARD: I was off, sorry.

MR. McLAUGHLIN: There may be other ones that have that but that's this one here.

MR. WOODWARD: Yeah. So I think Michigan ice ratio is higher than your ratio. I

apologize, I am referencing more Michigan. I will admit I was wrong, sorry.

COMMISSIONER LeMIEUX: I have a question. It's a construction question regarding the drive over the putaminous path, the pedestrian path.

And I was concerned about traffic over that, and you know, if there's car or truck traffic over there I was concerned about that deteriorating because the pedestrian path is designed for pedestrians.

MR. WOODWARD: Correct.

COMMISSIONER LeMIEUX: I was suggesting possibly the apron being extended as concrete.

MR. WOODWARD: We can do that. But we are also responsible for maintaining that.

So if it did break up or there was any issue like in construction or in the future we are responsible for making sure that that easement is actually taken care of. So if the asphalt does deteriorate we would be responsible for making sure that's maintained in the future.

COMMISSIONER LeMIEUX: Would that

be reconstructed?

I'm sure during construction, especially if they are constructing caissons --

MR. WOODWARD: The likelihood of that path surviving the construction on the initial is pretty slim to none. So we are likely to come in there and cut that all out and repour it, to where it will match with the entrance, with a new sublayer underneath it.

I am by far not a construction expert, in the sense of what it is actually we would be submitting to the Village to take care of, but I would not have a problem doing that. That's not an issue.

And I don't want to speak out of line, if that's not currently planned, but if that's something that you would request, I don't have an issue with that to make sure it's reinforced.

MR. PHILLIPS: It will become part of the driveway.

COMMISSIONER LeMIEUX: Yes.

MR. PHILLIPS: So once the tower is built there is no traffic. There is just a technician maybe in a pickup truck that might open

a gate and pull in.

MR. WOODWARD: One of the things we have found -- this may sound a little childish -- sometimes on those walking paths people like to skateboard, rollerblade, things of that nature.

Usually when you have to do concrete you have to put seams in. People hate seams.

So we try to keep that asphalt in that, if we can, instead of bringing that apron up. Because sometimes people don't like that transition when they are with their kids from going from asphalt to concrete. Sometimes you get the elevated kind of -- it's like a trip hazard, something I have seen personally, but again, it's up to you.

COMMISSIONER LeMIEUX: Well, it could be thickened asphalt as well.

MR. WOODWARD: Yes, it absolutely would be with a subbase underneath it.

COMMISSIONER LeMIEUX: One final question is the maintenance, you know, is that a monthly thing, like the grass being cut around it and the trees trimmed and things like that?

MR. WOODWARD: So the school would

be responsible ultimately for the grass around it.

The inside of the compound is basically like a crushed limestone or crushed gravel. I don't know the exact stone that they use.

But it is our responsibility, as the owner of the asset, we have to make sure that that's treated, so there is no weeds coming up through there or any type of issues.

So we have a master maintenance plan where we have a contractor that comes out every six months. They are responsible for documenting the site, photographs.

Not only with the tower but they have to look at the compound. They have to give us a report. They look at the fencing.

I won't lie to you, there's times where we have had incidents, where snowplows come in and they push snow up against the fence, bow our fences in. We have to send a team out there, redo the fence, and that is all our responsibility.

We are not there to put additional burden on the school, as the landowner, but they are responsible for the grass around it because that's actually still their property.

But the landscaping is on us. So if that landscaping was to die or if it got out of control, we were responsible for maintaining that, not the school.

COMMISSIONER LeMIEUX: Thank you.

MR. WOODWARD: You are welcome.

CHAIRMAN JARRETT: Any questions, Eric or Justin?

COMMISSIONER SHLENSKY: Yes.

Distance-wise literally as the crow flies -- use your own terminology -- what is the distance from the base of the tower to the nearest, actual school structure because it's cutting through linearly through the football fields?

Do you know the distance?

MR. WOODWARD: I don't.

MR. McLAUGHLIN: We can get that in one second.

MR. WOODWARD: So would you be talking about the distance from the actual -- like the base of the tower to the closest building per se?

COMMISSIONER SHLENSKY: Correct.

MR. WOODWARD: The football field, I believe, is due south.

COMMISSIONER SHLENSKY: South, southwest; correct.

There's two -- The field is basically right there. Like you are building on essentially the northwest corner of the field of that grass area.

MR. WOODWARD: Okay. So --

COMMISSIONER SHLENSKY: So my question is, from the base that you are proposing linearly what is the distance between the base of the tower to the actual next nearest building?

MR. McLAUGHLIN: It's 825 feet.

COMMISSIONER SHLENSKY: And what is it from the entry for the next concrete wall or brick wall of the Islamic center?

CHAIRMAN JARRETT: About 225 feet, give or take.

MR. McLAUGHLIN: Yeah, it's directly across the street, so 200 feet.

COMMISSIONER SHLENSKY: Okay. And then to the west, the tree line, that is technically within the Villa Park of Lombard.

MR. McLAUGHLIN: Yes.
COMMISSIONER SHLENSKY: Or the City of Lombard --
COMMISSIONER LUEDTKE: No, that's the forest preserve.
MR. McLAUGHLIN: In the village forest preserve.
COMMISSIONER SHLENSKY: The forest preserve but it's in Lombard; correct?
COMMISSIONER LUEDTKE: I think it's unincorporated DuPage County.
COMMISSIONER SHLENSKY: Okay. But is the Village boundary line the treeline?
COMMISSIONER LUEDTKE: The Villa Park boundary line is, yes.
MR. McLAUGHLIN: Confirm, it is unincorporated.
COMMISSIONER SHLENSKY: It is unincorporated but that's the boundary line between the two towns or villages.
CHAIRMAN JARRETT: The property line is actually a bit west of the treeline.
If you look at site survey B1, the property line is actually 140 feet away from the

west property line.

COMMISSIONER SHLENSKY: I see the redline on Page 4.

CHAIRMAN JARRETT: Yeah.

COMMISSIONER SHLENSKY: Thank you.

Marc, have you had any of your cohorts of your position for the Village of Villa Park from other municipalities reach out with any positive or negative feedback with regards to similar 5G cell towers that have been put up, let's say, in the past three years?

MR. McLAUGHLIN: No.

We did have a conversation with DU-COM this afternoon and they do not have an issue with this tower going in the location. They have a tower at the south station --

PRESIDENT CUZZONE: 81.

MR. McLAUGHLIN: Thank you, Station 81.

COMMISSIONER SHLENSKY: I believe that's it. Thank you.

CHAIRMAN JARRETT: All right. Anyone else up here, do you have any questions before we move on?

COMMISSIONER ROMANO: Is there any -- I am looking at a website and certainly don't know the accuracy of this but within Villa Park or the Villa Park area do we actually know a count how many cell towers are around?

And I say this out of the -- I don't want to act like this is the only one that's going to be up. I mean, once you start looking for these things, cell tower antennas are everywhere, so I don't want to judge for or against based on --

CHAIRMAN JARRETT: Take a look at the water tower next door.

COMMISSIONER ROMANO: Right, exactly.

MR. McLAUGHLIN: We do not have a count. That was one of the things we were trying to figure out but we just don't have that data.

But yes, the water tower across the street just got new infrastructure put on.

COMMISSIONER ROMANO: Right, towers and/or antennas.

MR. McLAUGHLIN: There is cell service on the tower across the way but we do not

have a number.

CHAIRMAN JARRETT: A few years ago we approved one at D48 Albright Middle School.

COMMISSIONER ROMANO: The site has that one listed.

CHAIRMAN JARRETT: Yeah, I can't remember exactly how long it was, probably five to either years ago.

Any other questions?

(No response.)

CHAIRMAN JARRETT: Any closing comments before we move to discussion?

MR. WOODWARD: No.

Thank you for your time. If you have any additional questions, thank you.

CHAIRMAN JARRETT: All right. Discussion among the Commission.

So sounds like there is -- Staff has recommended, Commissioner Orlowski mentioned his condition regarding the installation of a gate. I think that's good for a number of reasons.

First of all, I mean, beside the parking it's also a curb cut that would provide easy access for hoodlums and miscreates -- for lack of

a better term -- so that's a good idea.

The Applicant has said they would be amenable to that condition, so whoever makes the motion should add that condition.

Any other discussions? Anything?

COMMISSIONER SHLENSKY: Do we feel that the responses provided satisfy our Commissioners' request with regard to the grounding of the asphalt or any other ground structure or ground material?

CHAIRMAN JARRETT: It's hard to condition.

Is that a public -- Is the bike path a public right-of-way or is it private property?

I guess that's probably on the survey; right?

MR. McLAUGHLIN: Yeah, it's private on the school property.

CHAIRMAN JARRETT: What do you think about it?

MR. McLAUGHLIN: You can still make the recommendation that the asphalt is at a thickened or larger base. I am fine with that.

I do agree that the transition from the

concrete to asphalt would be better served at the approach, as opposed to through the bike path.

CHAIRMAN JARRETT: Yes, as cyclists we hate these.

MR. McLAUGHLIN: Yes.

And when the bike path does get milled and overlaid now you don't have a chunk of concrete in your way. I believe if it's thickened with a thicker base, like a driveway.

CHAIRMAN JARRETT: If there is no other discussion then I would entertain a motion with those two conditions.

COMMISSIONER SHLENSKY: Okay. Recommend approval of PZ --

Or I will make a motion to recommend approval of PZ-23-02 for a Special Use for a New Cell Tower, as described on Exhibit A with two conditions:

No. 1: To gate the access on the south side of the bike path.

No. 2: To make the asphalt of the easement with a thickened base.

CHAIRMAN JARRETT: All right. There is a motion.

Is there a second?

COMMISSIONER ROMANO: I will second.

CHAIRMAN JARRETT: Second.

Any questions or comments on the motion?

(No response.)

CHAIRMAN JARRETT: Okay. Roll call vote.

Luedtke?

COMMISSIONER LUEDTKE: Yes.

CHAIRMAN JARRETT: Romano?

COMMISSIONER ROMANO: Yes.

CHAIRMAN JARRETT: Shlensky?

COMMISSIONER SHLENSKY: Yes.

CHAIRMAN JARRETT: LeMieux?

COMMISSIONER LeMIEUX: Yes.

CHAIRMAN JARRETT: I too vote yes.

With that our recommendation will advance to the Villa Board.

We are a recommending body. We are not the final decision-maker. So you do have an opportunity to be heard by your elected officials, if you choose to do so.

The agendas for those meetings will be

published and I am sure they will be posted. So watch your agendas if you have thoughts or concerns.

So I will close the public hearing. And what I would say to everybody that came out, I appreciate that you came out. I have said it a few times before, we are usually up here in front of no one. So it's good when people come out and are a part of process. Thank you.

MR. PHILLIPS: Thank you very much.

MR. WOODWARD: Thank you.

(Proceedings concluded at 8:51 p.m.)

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ARTICLE 10. - WIRELESS TELECOMMUNICATIONS FACILITIES

SEC. 10.1. - APPLICABILITY

The provisions of this article apply to all wireless telecommunications facilities located outside of the public right-of-way unless otherwise expressly indicated. See village code section 13-1125 for regulations governing small cell wireless communications facilities within the public right-of-way.

(Ord. No. 4036 , § 2(Exh. A), 6-11-18)

SEC. 10.2. - WHERE ALLOWED

Wireless telecommunications facilities and services are allowed in those zoning districts and locations indicated in Table 10-1.

Table 10-1: Zoning for Wireless Telecommunications Facilities

Facility Type	Zoning District																
	RS-10	RS-7.5	RD-7.5	RM-9	O-R	C-1	C-2	C-3	MX-1	MX-2	MX-3	MX-T	MX-R	M-1	M-2	PI-1	PI-2
New tower	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ
Initial placement/installation of transmission equipment on wireless support structure	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ
Modification of existing tower/base station that constitutes a substantial change	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ
Construction/placement of transmission equipment that does not constitute an eligible facilities request	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ	Ⓢ
Siting of small wireless facility on RS-zoned property occupied by a single household	Ⓢ	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Installation of new wireless support structure on RS-zoned property occupied by a single household	Ⓢ	Ⓢ	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Eligible facilities request	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Installation of new wireless support structure not on RS-zoned property occupied by single household	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Siting of small wireless facility that is not on RS-zoned property occupied by single household	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●	●
Siting of small wireless facility on a village-owned structure	●	●	●	●	●	●	●	●	●	●-	●	●	●	●	●	●	●

Facilities identified with a "●" are permitted as-of-right in the subject zoning district.

Facilities identified with an "Ⓢ" may be allowed in the subject zoning district only if reviewed and approved in accordance with the special use procedures of Sec. 11.4.

Facilities identified with an "-" are prohibited

SEC. 10.3. - APPLICATIONS GENERALLY

10.3.1. Every applicant shall file a completed application with the community development director, in a number and form specified by the community development director.

10.3.2. Applications shall not require or be evaluated based upon:

A. Except as provided in Sec. 10.4, information about an applicant's business decisions with respect to the applicant's designed service, customer demand for service, or quality of the applicant's service to or from a particular area or site;

B. Availability of other potential locations for the placement or construction of a tower or transmission equipment;

C. Except as provided in Sec. 10.4, other options for collocation instead of the construction of a new tower or modification of an existing tower or existing base station that constitutes a substantial change to an existing tower or existing base station; however, applicants are encouraged to consider collocation options prior to submitting an application;

D. The requirement for removal of existing towers, base stations, or transmission equipment, wherever located, other than requirements stated in policy approved by village board resolution for removal of abandoned towers or transmission equipment;

E. Surety requirements, including bonds, escrow deposits, letters of credit, or any other type of financial surety, to ensure that abandoned or unused towers or transmission equipment can be removed, other than requirements stated in policy approved by village board resolution that are competitively neutral, nondiscriminatory, reasonable in amount, and commensurate with the

historical record for local facilities and structures that are abandoned;

F. Applicant's agreement to provide space on or near the tower, base station, or wireless support structure for the village or for other local governmental or nongovernmental services at less than the market rate for such space or to provide other services via the structure or facilities at less than the market rate for such services;

G. Environmental testing, sampling, or monitoring requirements, or other compliance measures, for radio frequency emissions from transmission equipment that are categorically excluded under FCC rules for radio frequency emissions pursuant to 47 CFR 1.1307(b)(1);

H. Regulations or procedures for radio frequency signal strength or the adequacy of service quality; or

I. Perceived or alleged environmental effects of radio frequency emissions, as provided in 47 USC 332(c)(7)(B)(iv).

10.3.3. The village shall not deny an application due to the type of transmission equipment or technology to be used by the applicant, or preference for type of infrastructure or technology; and shall not prohibit the placement of emergency power systems that comply with federal and state environmental requirements.

10.3.4. Applications shall remain valid for a period of two (2) years from the date of final approval, including disposition of any appeals. Construction of approved structures or facilities shall be commenced withintwo (2) years of final application approval and diligently pursued to completion.

SEC. 10.4. - APPLICATIONS FOR NEW TOWERS

In addition to the general application requirements of Sec. 10.3, applications for new towers must include the following:

10.4.1. An explanation of the reason for choosing the proposed location and why collocation was not selected, including a sworn statement from an individual with responsibility over placement of the tower attesting that collocation within the area determined by the applicant to meet the applicant's radio frequency engineering requirements for the placement of a site would not result in the same mobile service functionality, coverage, and capacity, is technically infeasible, or is economically burdensome to the applicant; and

10.4.2. Propagation maps, to be used solely for the purpose of identifying the location of the coverage or capacity gap or need for applications for new towers in an area zoned for residential use. Such maps are to be used for no other purpose.

SEC. 10.5. - REVIEW AND APPROVAL PROCEDURES

10.5.1. - Small Wireless Facilities

Applications for small wireless facilities shall be processed as follows:

A. Within ninety (90) days following the submission of a completed application, the community development director shall approve or disapprove the application, by written notice provided to the applicant, and documenting the basis for denial if applicable including the specific code provisions or standards on which the denial is based.

B. An applicant whose application is denied shall have an opportunity to cure any deficiencies identified by the village as the basis for the denial and to submit a revised application within thirty (30) days following the date of denial without paying an additional fee. The village shall approve or deny a revised application within thirty days following submission.

10.5.2. - Other Wireless Telecommunications Facilities

Applications for any wireless telecommunications service use other than for small wireless facilities shall be processed as follows:

A. Within thirty (30) days of acceptance of an application, village staff shall provide written notice to the applicant of all deficiencies in the application relating to the village's applicable zoning regulations and building permit requirements, setting forth the village code sections and village policies for reference. The applicant shall provide all required information or necessary revisions as set forth in such notice.

B. Within ten (10) days of the date that the applicant supplements its submission in accordance with the village's notice, village staff shall provide written notice to the applicant of any continued deficiencies in the application, setting forth the village code sections and village policies for reference as also provided in the original notice. The applicant may supplement its submission, and the village

may provide notice of deficiencies, until such time as the applicant provides all required information and/or makes all necessary revisions to its plans.

C. No application shall be deemed complete until all deficiencies stated in such notices, if any, have been cured.

D. Unless extended due to notices and responses as described in paragraphs A or B of this subsection, the community development department director shall approve or disapprove the application, by written notice provided to the applicant:

1. Within one hundred fifty (150) calendar days of the date of submission for applications for new towers,
2. Within sixty (60) calendar days of the date of submission for applications for eligible facilities requests, and
3. Within ninety (90) calendar days of the date of submission for applications for (i) initial placement or installation of base stations and/or transmission equipment on wireless support structures, (ii) modification of an existing tower or existing base station that constitutes a substantial change, or (iii) a request for construction or placement of transmission equipment that does not constitute an eligible facilities request.

10.5.3. - Notice to Applicant

If the community development director finds that an application submitted under this section does not meet the definition of an eligible facilities request, the village shall notify the applicant in writing that the application shall be processed as an application for a new tower, or as an application for initial placement or installation of a base station and/or transmission equipment on wireless support structures, and/or for modification of an existing tower or existing base station that constitutes a substantial change, and/or for a request for construction or placement of transmission equipment that does not constitute an eligible facilities request, or as a small wireless facility application or wireless support structure for the siting of a small wireless facility, accordingly, and the applicable time-frame for review shall commence on the date stated on said notice.

(Ord. No. 4036 , § 2(Exh. A), 6-11-18)

SEC. 10.6. - DESIGN REQUIREMENTS

10.6.1. - New and Modified Towers

The following requirements and criteria are applicable to new towers and modifications of existing towers that constitute a substantial change:

A. A tower shall be set back from the property line of any adjoining residentially zoned property a distance equal to the height of the tower and its related equipment, unless a lesser setback is required due to the type of transmission equipment or technology proposed by the applicant, and the tower and related equipment shall be adequately screened from adjoining residential uses.

B. A tower and any related equipment thereon shall be painted a color compatible with the surrounding area.

C. Except for the minimum lighting, if any, necessary to comply with FAA regulations.

D. The height of a tower, inclusive of any related equipment thereon, shall not exceed 180 feet unless additional height is required due to the type of transmission equipment or technology proposed by the applicant.

E. Any service building or equipment located at grade shall be adequately screened from adjoining residential uses.

F. The adverse visual impact of a tower shall be minimized through careful design, siting, landscape screening and innovative camouflaging techniques. Unless otherwise required due to the type of transmission equipment or technology proposed by the applicant, at a tower site, the design of the buildings and related equipment shall use materials, colors, textures, screening, and landscaping that will blend the facilities with the natural setting and the built environment. If the built environment is anticipated to change significantly during the usable life of the tower, such as within an urban renewal district or recently annexed areas, the tower or structure shall be compatible with the anticipated future built environment.

G. Modifications to existing towers shall not defeat existing concealment elements of the tower, and shall comply with all conditions associated with the prior approval of construction or modification of the tower, including but not limited to building code, zoning ordinance, and permit conditions, unless required due to the type of transmission equipment or technology proposed by the applicant.

H. Modifications shall not increase the standard number of new equipment cabinets for the technology involved, not to exceed four (4) cabinets, and shall not cause excavation or deployment to occur outside the current site of the tower, unless required due to the type

of transmission equipment or technology proposed by the applicant.

10.6.2. - Other Wireless Telecommunications Facilities

The following requirements and criteria shall apply to all wireless telecommunication service uses other than new towers or modifications of existing towers that constitute a substantial change. For purposes of this subsection only, unless otherwise specified, "transmission equipment" includes "transmission equipment," "base station," and "small wireless facility."

10.6.3. - [Transmission Equipment]

Transmission equipment shall be placed upon or within a wireless support structure such as to minimize visibility of the transmission equipment to the fullest extent technologically possible, unless visible placement is required due to the type of transmission equipment or technology proposed by the applicant, including but not limited to the following:

A. Wall mounted transmission equipment shall be mounted in a configuration that is as flush to the wall as technically possible to ensure both the functionality of the antenna and to minimize visual impact and shall not project above the wall on which it is mounted.

B. Transmission equipment mounted on roof appurtenances, such as mechanical equipment, must be as flush mounted to the existing mechanical equipment or roof appurtenance as technically possible to ensure both the functionality of the antenna and to minimize visual impact.

10.6.4. Transmission equipment shall be designed and located so as to be architecturally compatible with the wireless support structure upon which the transmission equipment is mounted and to minimize any adverse aesthetic impact, unless otherwise required due to the type of transmission equipment or technology proposed by the applicant.

10.6.5. Except for the minimum lighting, if any, necessary to comply with FAA regulations.

10.6.6. Transmission equipment upon a wireless support structure, and any related equipment located at grade, shall be adequately screened from adjoining residential uses.

10.6.7. The height of a wireless support structure, inclusive of the transmission equipment, shall not exceed the maximum height allowed by the applicable zoning district unless additional height is required due to the type of transmission equipment or technology proposed by the applicant.

10.6.8. A wireless support structure, and transmission equipment, shall be set back from the property line of any adjoining residentially zoned property as required by the bulk regulations of the applicable zoning district.

10.6.9. The number of new wireless support structures may be reasonably limited, consistent with the protection of public health, safety, and welfare, and provided that such limitation does not have the effect of prohibiting or significantly impairing a wireless service provider's ability to provide wireless service within the area of a proposed new structure.

10.6.10. Modifications to an existing base station shall not defeat existing concealment elements of the base station, and shall comply with all conditions associated with the prior approval of construction or modification of the base station, including but not limited to building code, zoning code, or permit conditions, unless required due to the type of transmission equipment or technology proposed by the applicant.

10.6.11. Modifications to an existing base station shall not increase the standard number of new equipment cabinets for the technology involved, not to exceed 4 cabinets, and shall not cause excavation or deployment to occur outside the current site of the base station, unless required due to the type of transmission equipment or technology proposed by the applicant.

(Ord. No. 4036 , § 2(Exh. A), 6-11-18)

SEC. 10.7. - VARIATIONS, APPEALS AND REGULATORY RELIEF

If the denial of any appeal for a variation of relief will result in denial of wireless telecommunications services, or if approval of a variation or an appeal for relief is necessary due to the type of technology proposed by an applicant, then the planning and zoning commission shall grant the relief sought, which may be subject to conditions allowed by village, state, and federal law.

(Ord. No. 4036 , § 2(Exh. A), 6-11-18)

SEC. 10.8. - DEFINITIONS

The definitions of this section apply solely in administering and interpreting the wireless telecommunications regulations of this article. The following words, terms and phrases have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning.

A. **Applicant**

Any person, and/or any person acting on behalf of another person, engaged in the business of providing wireless telecommunications services or the wireless telecommunications infrastructure required for wireless telecommunications services and who submits an application. This definition of "applicant" shall apply specifically to this article.

B. **Application**

A request submitted by an applicant to the community development department for any wireless telecommunications service use requiring conditional use approval and/or zoning compliance and siting review as set forth in this article. This definition of "application" shall apply specifically to this article.

C. **Base Station**

Equipment not associated with a tower or a supporting structure that is not a tower, at a fixed location, that, at the time that the application is filed, supports or houses an antenna, transceiver, distributed antenna system (DAS) equipment, small cell equipment, or other associated equipment that enables FCC-licensed or FCC-authorized wireless communications between user equipment and a communications network and that has been previously reviewed and approved under the applicable zoning or siting process or under another state or local regulatory review process. "Base station" includes but is not limited to equipment associated with wireless communications services such as private, broadcast, and public safety services and unlicensed wireless services and fixed wireless services such as microwave backhaul; radio transceivers; antennas; coaxial or fiberoptic cable; regular and backup power supplies; and comparable equipment, regardless of technological configuration.

D. **Collocation**

The mounting or installation of transmission equipment on an existing tower or base station for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.

E. **Distributed Antenna System (DAS)**

A network of spatially separated antenna nodes connected to a common source via a transport medium that provides wireless service within a geographic area or structure.

F. **Eligible Facilities Request**

A request for modification of an existing wireless tower or base station, including legal non-conforming structures, that involves collocation, removal, or replacement of transmission equipment, and that does not constitute a substantial change to the tower or base station. "Eligible facilities request" applies only to towers or base stations for which the state or local government has approved the construction of the structure with the sole or primary purpose of supporting covered transmission equipment (i.e. existing wireless towers), or where the state or local government has previously decided that the site is suitable for wireless facility deployed and approved the siting of transmission equipment that is part of a base station on that structure (i.e. other existing support structures). "Eligible facilities request" includes hardening through structural enhancement where such hardening is necessary for a covered collocation, replacement, or removal of transmission equipment and structural enhancement so long as the modification of the underlying tower or base station is performed in connection with and is necessary to support a collocation, removal, or replacement of transmission equipment, but does not include replacement of the structure upon which the transmission equipment is located.

G. **Equipment Cabinet**

A cabinet mounted on the ground or on a wireless support structure used to support equipment associated with a wireless telecommunication facility.

H. **Existing**

Previously reviewed and approved under applicable zoning or siting processes, or under another form of affirmative state or local regulatory review process. "Existing" includes a wireless tower that does not have a permit or other zoning approval because it was not in a zoned area when it was built, but was otherwise lawfully constructed; and a structure that, at the time of the application, supports or houses a base station, even if the structure was not built for the sole or primary purpose of providing such support. "Existing" does not include a tower or base station that was constructed or deployed without proper review; was not required to undergo siting review; does not support transmission equipment that received another form of affirmative state or local regulatory approval; or any structure that is merely capable of supporting wireless transmission equipment whether or not it is providing such support at the time of the application. This definition of "existing" shall apply specifically to this article.

I. **FCC**

Federal Communications Commission

J. **Increase in Height**

Any of the following:

1. For towers not within public rights-of-way, a cumulative increase in the height of the tower by more than ten (10) percent, or by the height of one additional antenna array with separation from the nearest existing antenna not to exceed twenty (20) feet, whichever is greater, measuring the change in height from the dimensions of the tower as originally approved or as of the most recent modification that received local zoning or similar regulatory approval prior to the passage of the Spectrum Act, whichever is greater.
2. For towers within public rights-of-way, a cumulative increase in the height of the tower by more than ten (10) percent or ten (10) feet, whichever is greater, measuring the change in height from the dimensions of the tower as originally approved or as of the most recent modification that received local zoning or similar regulatory approval prior to the passage of the Spectrum Act, whichever is greater.
3. For all base stations, an increase in height of the base station by more than ten (10) percent or ten (10) feet, whichever is greater, measuring the change in height from the height of the original structure, rather than the height of the previously approved antenna.

K. **Increase in Width**

Any of the following:

1. For towers not within public rights-of-way, an increase in width from the edge of the tower more than twenty (20) feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater.
2. For towers within public rights-of-way, and for all base stations, an increase in width from the edge of the structure more than six (6) feet.

L. **Site**

All of the following:

1. For towers, the current boundaries of the leased or owned property surrounding the tower and any access or utility easements currently related to the site. This definition of "site" shall apply specifically to this article.
2. For base stations, the area in proximity to the structure and to other transmission equipment deployed on the ground at the time of the application. This definition of "site" shall apply specifically to this article.

M. **Small Wireless Facility**

Operator-controlled, low-powered radio access nodes, including those that operate in licensed spectrum and unlicensed carrier-grade Wi-Fi, with a range from ten (10) meters to several hundred meters, and further defined as follows:

1. Each antenna is no more than six (6) cubic feet in volume.
2. All other equipment associated with the small wireless facility is cumulatively no more than twenty-eight cubic feet in volume.
3. For purposes of this "small wireless facility" definition, volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of such enclosure. An associated electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switch, cutoff switch, cable, conduit, and any equipment that is concealed from public view within or behind an existing structure or

concealment may be located outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume. "Small wireless facility" does not include any structure that supports or houses equipment described in this definition.

N. **Spectrum Act**

The federal Middle Class Tax Relief and Job Creation Act of 2012, Pub. L. No. 112-22, codified at 47 U.S.C. Section 1455 ("Section 6409 Wireless Facilities Deployment"), approved February 22, 2012.

O. **Substantial Change**

Any of the following:

1. The installation of more than the standard number of new equipment cabinets for the technology involved, and not to exceed four (4) cabinets.
2. Any excavation or deployment outside the current site of the tower or base station.
3. Modifications that defeat the existing concealment elements of the tower or base station.
4. Modifications that do not comply with conditions associated with the prior approval of construction or modification of the tower or base station, including but not limited to building code, zoning code, or permit conditions, and that exceed one or more of the "substantial change" thresholds identified in this definition.
5. An "increase in height," as that phrase is defined in this article.
6. An "increase in width," as that phrase is defined in this section.

P. **Tower (or Communication Tower or Wireless Tower)**

A structure constructed with the sole or primary purpose of supporting FCC-licensed or authorized transmission equipment, including transmission of personal wireless service, broadband service, and mobile and fixed broadband service.

Q. **Transmission Equipment**

Any equipment, other than equipment related to a "small wireless facility" as defined in this subsection, that facilitates transmission for any FCC-licensed or FCC-authorized wireless communication service, including, but not limited to, radio transceivers, antennas and other relevant equipment associated with and necessary to their operation, including coaxial or fiber-optic cable, and regular and backup power supply used in any technological configuration associated with any FCC-authorized wireless transmission, licensed or unlicensed, terrestrial or satellite, including commercial mobile, private mobile, broadcast service, and public safety services, as well as fixed wireless services such as microwave backhaul or fixed broadband. The term "related equipment", when used in this chapter in reference to a tower or a base station, includes but is not limited to "transmission equipment."

R. **Wireless Support Structure (or Structure)**

A structure that exists at the time an application is submitted and is capable of supporting the attachment or installation of transmission equipment in compliance with applicable codes, including but not limited to water towers, buildings, and other structures. "Wireless support structure" or "structure" does not include a tower or existing base station.

(Ord. No. 4036 , § 2(Exh. A), 6-11-18)

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project in an Estimated Amount of $25,937.50

Suggested Action:
This a Resolution authorizes an Agreement with ECS Midwest, LLC for Professional Services for the Villa Park Lions Recreation Center construction material testing related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreational Center Project in an estimated amount of $25,937.50.

Staff recommends approval of the Resolution.

Attachments:
Memo_-_ECS_Midwest_Foundations_Concrete_Masonry_Structural_Steel_Asphalt_Paving_Testing.d
Resolution Authorizing Agreement between Villa Park and ECS Midwest LLC for Professional Services - Construction Material Testin.docx
Professional Services Agreement with ECS Midwest, LLC - Construction Materials Testing and Observation Services - F.pdf
ECS Midwest LLC Proposal for Construction Materials Testing Services - Foundation, Concrete, Masonry, Structural Steel, and Asph.pdf

MEMORANDUM

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

Brian Roche, Superintendent of Parks, Buildings and Grounds

DATE: July 20, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with ECS Midwest, LLC, of Buffalo Grove, Illinois, for Professional Services Related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreation Center Project in an Estimated Amount of $25,937.50.

The Village requested proposals for professional services to provide Construction Material Testing Services during the construction process for the new Lions Recreation Center. Material testing will be performed on soils, concrete, masonry, steel, and pavement. The Village sought proposals from three firms and all three submitted proposals.

ECS Midwest, LLC provided a proposal for Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving testing at an estimated total cost of $25,937.50.

Staff reviewed and discussed the proposals and agreed the ECS Midwest, LLC proposal was the best fit to meet the needs of Villa Park. ECS Midwest, LLC was therefore evaluated as the lowest responsible bid was selected.

ECS Midwest, Buffalo Grove, Illinois, Total Proposal Estimate $41,072.50

TSC Testing Service Corporation, Carol Stream, Illinois, Total Proposal Estimate $49,512.00

Terracon, Chicago, Illinois, Total Proposal Estimate $53,000

Funds are budgeted in the CY23 budget for the Construction Material Testing Services and are included in the $13M budgeted within the Building Fund, Capital Outlay, account number 67.502.02.401, line item for Lions Park Recreation Center.

RECOMMENDATION

Staff recommends approval of a Resolution Authorizing an Agreement with ECS Midwest, LLC for Professional Services Related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreation Center Project in an Estimated Amount of $25,937.50.

Resolution No. _____

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Betweeen the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project in an Estimated Amount of $25,937.50

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, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village contract for professional services in the performance construction material testing related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreational Center Project for the Village of Villa Park (hereinafter the "Consulting Services"); and

WHEREAS, due to the professional skills required to perform the Consulting Services, it is in the opinion of the corporate authorities of the Village that the Consulting Services are exempt from the competitive bidding requirements, in accordance with Section 2-220 of Chapter 2, Article II, Division 2 of the Villa Park Municpal Code; and

WHEREAS, the corporate authorities of the Village believe that ECS Midwest, LLC, (hereinafter "Consultant"), due to its experience and skill set, is qualified to provide the Consulting Services to the Village; and

WHEREAS, it is advisable, necessary and in the public interest of the Village to enter into a contract with Consultant for such Consulting Services.

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 *Agreement between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project*, attached hereto as Exhibit A, be and the same is hereby approved in subtabtially the form as attached, and the Village President is hereby 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: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

_____
Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT A

Agreement between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
ECS MIDWEST, LLC,
for the furnishing of
PROFESSIONAL SERVICES
related to
CONSTRUCTION MATERIAL TESTING RELATED TO FOUNDATIONS, CONCRETE, MASONRY, STRUCTURAL STEEL, AND ASPHALT PAVING
for the
LIONS PARK RECREATION CENTER PROJECT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and ECS MIDWEST, LLC, hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for professional consulting and engineering services for the provision of construction material observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreation Center Project in the Village of Villa Park, 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 Consulting Services.

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

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services described in its proposal dated June 7, 2023, identified as "ECS Proposal No. 16:23140-CP" ("Proposal"), attached hereto as Exhibit A and made a part hereof ("Consulting Services").

2. The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized planning 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 CONSULTANT 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 Consulting 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 CONSULTANT.

3. The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 $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 CONSULTANT 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 CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The CONSULTANT'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 CONSULTANT'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 CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

4. To the fullest extent permitted by law, the CONSULTANT 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 acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges

of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT 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 CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

6. The CONSULTANT 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 CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT 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 CONSULTANT 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.

7. The CONSULTANT 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 Consulting Services herein described.

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

9. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT 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 CONSULTANT 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.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All documents, applications, 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 CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the CONSULTANT makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT 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 CONSULTANT'S creditors;

e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, 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 CONSULTANT shall be paid for all Consulting 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 CONSULTANT.

13. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

14. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

15. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, 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.

16. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

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

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the

CONSULTANT in performance of the Consulting 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 CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT 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 CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables 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 CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. The CONSULTANT 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 CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the

following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT'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 CONSULTANT 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 CONSULTANT, for the Consulting Services above described, on a time and material basis, at an estimated total cost of $25,937.50, in using the following unit rates and terms as set forth in CONSULTANT'S Proposal:

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$115.00/hour
2. Structural Steel Technician	$120.00/hour
3. Trip Charge (mileage)	$60.00/trip
4. Sample Pick Up	$115.00/hour
6. Nuclear Density Gauge	$25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$165.00/hour
2. Principal Engineer	$205.00/hour
3. Secretary	$60.00/each

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curling & disposal of concrete cylinders	$18.00/each
2. Compressive strength testing of mortar/grout specimens(masonry)	$18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$150.00/each

The Consulting Services described in the Proposal would be rendered portal-to-portal from CONSULTANT'S office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. CONSULTANT'S unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. CONSULTANT'S technicians are represented by IUOE Local

150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

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

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

a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT 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.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. The CONSULTANT will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

3. 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.

4. Written notices between the VILLAGE and the CONSULTANT 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
cc: Director of Community Development

b. If to the CONSULTANT:

ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089
Attn: Brett Gitskin, 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.

5. 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 CONSULTANT.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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) CONSULTANT (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 CONSULTANT will retain such certifications in its files.

(9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, forebearance, 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 CONSULTANT.

l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, 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 CONSULTANT 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 CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, 2023.

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

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

ECS MIDWEST, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089

By _____
Brett Gitskin, President

EXHIBIT A
ECS Proposal No. 16:23140-CP
Dated June 7, 2023

ECS MIDWEST, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

PROPOSAL FOR

CONSTRUCTION MATERIALS TESTING SERVICES

LIONS COMMUNITY CENTER

VILLA PARK, ILLINOIS

PROPOSAL NO. 16:23140-CP





ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, Illinois 60089
(847) 279-0366

ECS Midwest, LLC
9824 Industrial Drive, Suite C
Bridgeview, Illinois 60455
(708) 430-1071

ECS MIDWEST, LLC "One Firm. One Mission."
Geotechnical • Construction Materials • Environmental • Facilities

June 7, 2023

Brian Roche
Village of Villa Park
338 North Iowa Avenue
Villa Park, IL 60181

ECS Proposal No. 16:23140-CP

Reference: Proposal for Construction Materials Observation and Testing, Lions Community Center, 320 E. Wildwood Ave, Villa Park, IL 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this proposal for providing construction materials observation and testing services for the Lions Community Center located at 320 E. Wildwood Ave, Villa Park, Illinois. This proposal will provide details of our qualifications as well as provide our Scope of Services, Unit Rates and Estimated Cost based on our review of the information provided. **ECS is the Geotechnical Engineer of Record for the project, as such we are familiar with the site conditions and better suited to assist with difficult and unusual circumstances.**

ECS is qualified to provide these services based on the following:

- On-staff, experienced Professional Engineers (P.E.'s), playing a key role in reviewing all field and laboratory testing reports; (as required in project specifications)
- Numerous ICC and IDOT certified technicians on-staff and Master Special Inspectors;
- AASHTO accredited laboratory participating in proficiency sample testing program with AMRL and CCRL and meeting the general requirements of ASTM E-329;
- Unique and proprietary reporting system that sets the standard for the industry. Field and laboratory reports are submitted to as many as 100 recipients via e-mail within 24 to 36 hours of the performance date. Our typed electronically e-mailed field and laboratory reports with photographs, location diagrams and associated supporting documents are only distributed after reviewed by the project manager and project engineer.

PROJECT OVERVIEW

We understand the project will consist of the following:

- Construction of a new two-story building approximately 37,681 SF, supported on a shallow foundation system bearing on soils.
- Sitework will consist of new sidewalks and curb/gutter, and pavement construction.

We have reviewed the following information during the preparation of this proposal:

- 95% Construction Documents dated May 24, 2023.

A detailed scope of services for this project is outlined in this proposal and will generally consist of materials and observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving.

1575 Barclay Boulevard, Buffalo Grove, IL 60089 • T: 847-279-0366 • F: 877-694-8710 • www.ecslimited.com
ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Southeast, LLP • ECS Southwest, LLP

Earthwork/ Mass grading portion of the scope is completed under ECS proposal #22217.Rev so this proposal does not include the earthwork elements.

A construction schedule was not provided at this time.

Our services will be invoiced on a time and material basis using the unit rates and terms included with this proposal. A budget estimate has been prepared and presented in this proposal based on experience with similar projects and the information reviewed. The cost of our services are directly related to project sequencing, contractor pace of work, weather and the overall construction progress which are beyond our control.

The total estimated cost is summarized below:

	Proposed Scope of Service	Individual Service Estimated Cost
1.	Construction Materials Observations and Testing (CMOT) Services	**$25,937.50** (billed per unit rates)

ECS QUALIFICATIONS

LABORATORY QUALIFICATIONS

Both locations of ECS in the Chicago area carry laboratory accreditations indicating our commitment to internal quality control processes.

Buffalo Grove, Illinois Location

Our main regional office in Buffalo Grove, Illinois, meets the general requirements of ASTM E329 and is accredited by U.S. Army Corps of Engineers and AMRL and CCRL for various test methods and was reviewed by IDOT for conformance with IDOT requirements for laboratories providing testing of concrete, soil and hot mix asphalt. For AMRL and CCRL the accreditations cover testing/services related to the following:

- **Quality Management System** - accredited since 6/9/2003;
- **Asphalt Mixture** - accredited since 6/24/2003;
- **Soil** - accredited since 6/9/2003;
- **Aggregate** - accredited since 6/9/2003;
- **Sprayed Fire-Resistive Material** - accredited since 1/23/2012;
- **Concrete** - accredited since 4/22/2004;
- **Masonry** - accredited since 7/14/2011;

Bridgeview, Illinois Location

Our Bridgeview office also meets the general requirements of ASTM E329 and is accredited by Construction Materials Engineering Council, Inc. (CMEC) for various ASTM and AASHTO test methods. The test methods are outlined in the CMEC Website at www.cmec.org as shown below:

CMEC

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

ECS Midwest, LLC
9824 Industrial Drive, Unit C
Bridgeview, IL 60455
United States

Reinspection Due Date: 1/24/2018
Accreditation ID: 1004531

AASHTO R18

Aggregate
ASTM Methods: ASTM C117, ASTM C136, ASTM C566, ASTM C702
AASHTO Methods: AASHTO R76, AASHTO T11, AASHTO T255, AASHTO T27

Concrete
ASTM Methods: ASTM C1064, ASTM C1231, ASTM C138, ASTM C143, ASTM C172, ASTM C173, ASTM C231, ASTM C31, ASTM C39, ASTM C511, ASTM Specification C1077 - Concrete, ASTM Specification E329 - Concrete
AASHTO Methods: AASHTO M201, AASHTO R60, AASHTO T119, AASHTO T121, AASHTO T152, AASHTO T196, AASHTO T22, AASHTO T23, AASHTO T309

Soil
ASTM Methods: ASTM D1140, ASTM D1557, ASTM D2216, ASTM D2487, ASTM D2488, ASTM D421, ASTM D422, ASTM D4318 (1), ASTM D4318 (2), ASTM D698, ASTM Specification D3740 - Soil, ASTM Specification E329 - Soil
AASHTO Methods: AASHTO R58, AASHTO T180, AASHTO T265, AASHTO T88, AASHTO T89, AASHTO T90, AASHTO T99

Accreditation Date: 3/9/2017
Expiration Date: 4/24/2018

David A. Savage
David A. Savage
Director of Accreditation

The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Christopher J. Robinson
Christopher J. Robinson, P.E.
Executive Director

TECHNICIAN QUALIFICATIONS

Many ECS technicians have over 10 years of experience in construction materials testing and multiple certifications including **ICC Special Inspector (meeting IBC Special Inspection requirements)**, PTI (Post Tension Institute) and IDOT (as shown in the table below). Our technician selection would be based on skill, ability, certifications and required services for the project.

A table is provided below summarizing the certifications for representative ECS field technicians:

Technician Name	ACI Level 1	IDOT PCC I	IDOT PCC II	IDOT HMA I	IDOT HMA II	IDOT HMA III	IDOTS-33(Soil)	ICC Masonry	ICC Concrete Reinforced	ICC Soils	ICC Fireproofing	ICC Welding	ICC Steel and Bolting	Certified Welding Inspector (CWI)	PT Level I/II	Ultrasonic Level II	Floor Flatness	Other
Perrie Klaja	X	X		X	X		X	X			X	X	X	X				IDOT Bridge Inspector
Rey Velazquez	X	X	X	X			X	X		X					X			
Jon Wharton	X	X	X	X	X		X	X	X	X			X		X		X	NICET Level I
Willie Gibbs	X	X		X	X		X								X		X	
Paresh Kadakiya	X	X		X	X		X											IDOT Bridge Inspector
Paul Lyman	X	X		X	X		X			X								
Ed Dore'	X		X	X					X		X				X			
Richard Sippel	X	X	X	X	X		X	X	X	X	X		X		X			
Adrian Allen	X	X		X			X				X				X			
Leslie Wilson	X	X	X				X											
Michael Stone	X	X												X				
Frank Cermak	X	X					X											
Kevin Mose	X	X		X	X		X								X			
Subhash Modi	X	X	X	X	X	X	X	X	X	X	X	X	X		X			ICC Master Special Inspector

We believe ECS has the capabilities to service this project based on the following:

- Review of field reports by Professional Engineers with the experience and knowledge to provide solutions when required;
- Electronic reports that meet the intent of the reporting required by typical building codes;
- Accredited laboratory – AMRL, CCRL (see above);
- Certified and experienced field and laboratory technicians (ICC/IDOT);

ECS field and laboratory technicians hold numerous ICC, ACI, NICET and/or IDOT certifications in soil, concrete masonry, bituminous, fireproofing, structural steel testing and post-tensioning observation. The technician(s) assigned to this project would be experienced and certified to test and observe the materials placed on this project. We can provide you with the resume and certifications of the personnel assigned to this project, prior to the start of our activities on site.

The engineering technician is under the supervision of a Project Engineer, who is responsible for monitoring job progress, ECS performance, and project status and budget. The Project Engineer is responsible to a Principal Engineer, who regularly monitors progress and provides additional technical expertise for unusual or difficult circumstances. We anticipate that the Project Engineer will review the progress of the project daily, while the Principal Engineer will provide technical direction where required.

UNIT RATE SCHEDULE AND TOTAL ESTIMATED COST

The proposed scope of services included as Appendix I will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all requested services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the ECS fee schedule in effect at that time, unless otherwise agreed upon in advance.

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 timesthe normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of all information available to us during preparation of this proposal.

EXCLUSIONS

The Estimated Cost provided herewith represents standard construction materials testing services and does not include costs associated with the following:

- deviations from the assumed quantities and timeframes presented in this proposal;
- site visits for the specific task of retesting failed tests;
- overtime beyond our contingency or on Saturdays (unless clearly identified in our Estimated Cost);
- Minimum charges associated with the cancellation of our services;
- Engineering associated with extraordinary site conditions;
- Costs associated with security clearance/safety orientation;

Should costs associated with these items be incurred, they will be invoiced in accordance with the Project Unit Rate schedule provided as Appendix II and will be considered an extra to our cost estimate.

BUDGET ESTIMATE
Construction Materials Testing

Structure					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Foundation Concrete)	5	trips at	8	hours/trip	40	HR	$115.00	$4,600.00
Engineering Technician (Compaction/Concrete Slab)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (Masonry)	4	trips at	6	hours/trip	24	HR	$115.00	$2,760.00
Structural Steel Technician, CWI	4	trips at	8	hours/trip	32	HR	$120.00	$3,840.00
Concrete/Masonry Compressive Strength	14	sets of	5	cylinders	70	EA	$18.00	$1,260.00
Sample Pickup	6	trips at	1.5	hour/trip	9	HR	$115.00	$1,035.00
Trip Charge (mileage/truck)					22	EA	$60.00	$1,320.00
							ESTIMATED COST:	**$17,575.00**

Sitework					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Proofroll/Compaction)	1	trips at	8	hours/trip	8	HR	$115.00	$920.00
Engineering Technician (Concrete C&G/ Sidewalk)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (HMA Pavement)	1	trips at	6	hours/trip	6	HR	$115.00	$690.00
Concrete Compressive Strength	3	sets of	5	cylinders	15	EA	$18.00	$270.00
Sample Pickup	1	trips at	1.5	hour/trip	1.5	HR	$115.00	$172.50
Nuclear Gauge					2	DAY	$25.00	$50.00
Trip Charge (mileage/truck)					6	EA	$60.00	$360.00
							ESTIMATED COST:	**$5,222.50**

Project Management/Site Visits/Report Preparation	Quantity	Units	Unit Cost	Est.Total
Project Manager	11	HR	$165.00	$1,815.00
Principal Engineer	5	HR	$205.00	$1,025.00
Field Services Secretary	5	HR	$60.00	$300.00
			PROJECT MANAGEMENT:	**$3,140.00**

TOTAL ESTIMATED COST: $25,937.50

The estimated cost for materials testing services as noted is **$25,937.50** as a base budget. It is important to note that this figure was determined through careful consideration of the scope of services required, our review of the information provided, and the rate of progress expected at this time. Because we are unable to control the actual rate of progress, we would only consider this estimate a not-to-exceed amount contingent upon strict adherence to the schedule duration's and scope of services used as a basis in this proposal. You will only be invoiced for units utilized. We will monitor our costs and inform you should the actual total approach the estimate provided.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". These conditions represent the current recommendations of the ASFE/The Geo-Professional Business Association, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MIDWEST, LLC

Anand Sampath, P.E.
Senior Project Manager

Jay Naik, P.E.
CMT Manager/Principal

Attachments:
Appendix I - Scope of Services
Appendix II - Project Unit Rates
Appendix III - ECS Company Information/Qualifications
Appendix IV - Proposal Acceptance and ECS Terms and Conditions

APPENDIX I - SCOPE OF SERVICES

A. Cast-in-Place Concrete:
1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
   - Confirm mix design
   - Slump
   - Air Content
   - Temperature
   - Batch-to-placement time
   - Cast test cylinders

   Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Masonry:
1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
2. Obtain grout prisms as required in the specifications, and test grout for compressive strength as specified in ASTM C 1019.
3. Obtain mortar cylinders as required in the specifications, and test mortar for compressive strength as specified in ASTM C 780.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Structural Steel Connections:
1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Perform the following functions related to structural steel erection in the field:
   - Visual observation of welded and bolted connections.
3. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, puddle welds, etc.
4. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Bituminous Concrete:

1. Observe proof rolling of exposed subgrade and/or aggregate subbase material and suggest and observe corrective action at excessively soft areas prior to placement of bituminous concrete.
2. Observe placement, rolling operations and temperature of paving mixture at time of placement.
3. Perform appropriate measurements and tests to document of bituminous concrete density using a nuclear density gauge. Materials theoretical maximum density "Big D" value to be provided by the paving contractor or material supplier for our use in calculating the percent compaction.
4. Observe of bituminous concrete thickness during paving operations before and after compaction.
5. Provide testing services at the asphalt batch plant, if required;
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Routine Project Management and Reporting:
1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

APPENDIX II - PROJECT UNIT RATES

MATERIALS TESTING PROJECT UNIT RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 115.00/hour
2. Structural Steel Technician	$ 120.00/hour
3. Trip Charge (mileage) & Daily Vehicle Charge	$ 60.00/trip
4. Sample Pick Up	$ 115.00/hour
5. Nuclear Density Gauge	$ 25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$ 165.00/hour
2. Principal Engineer	$ 205.00/hour
3. Secretary	$ 60.00/hour

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curing & disposal of concrete cylinders	$ 18.00/each
2. Compressive strength testing of mortar/grout specimens (masonry)	$ 18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$ 150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum (on-site time) and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, 8 hour and travel related charges will apply. Saturday are subject to an immediate 8 hour minimum. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services.

APPENDIX III
COMPANY INFORMATION/QUALIFICATIONS

ECS COMPANY QUALIFICATIONS

ECS Midwest, LLC is part of the ECS Group of companies that was founded in 1988. The ECS Group was ranked by ENR as the 64th largest engineering firm in the United States for 2022 (ENR April 2022). There are 6 primary operating companies in the ECS Group with 65 engineering offices in 12 states, as well as various other independent affiliates.

ECS Midwest, LLC specializes in the related fields of geotechnical, environmental, and construction materials engineering. Our staff includes registered professional engineers and geologists, certified laboratory technicians and construction inspectors, field engineers, and support personnel.

We have earned a reputation for being highly responsive and a problem solver. A brief description of our groups follows:

- Our **Geotechnical Group** has performed subsurface explorations on numerous projects. It has provided extensive value engineering services for foundation design through use of the pressure meter. In addition, we have implemented earth retention system monitoring programs on many deep excavation projects and consulted on ground-water control and designed wall and under slab drainage systems.

- Our **Construction Materials Group** has provided testing and inspection services on thousands of projects, with scopes of work reflecting our ability to follow projects from earthwork phases through roofing construction, including such complex activities as adjacent facility monitoring.

- Our **Environmental Group** acts both independently in performing assessments and other environmental activities, and in conjunction with our other departments in evaluating emerging environmental situations on sites under construction.

To assure top quality field personnel, we have developed our own in-house training and certification programs, and we require certifications from outside agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), International Code Council (ICC) and the Roofing Industry Educational Institute (RIEI). Our testing laboratories are accredited by IDOT, AASHTO Materials Reference Laboratories (AMRL) and CCRL.

Our reporting systems are fully automated using proprietary database software. We produce and process final field and laboratory reports with the highest efficiency and speed. ECS operates in a very competitive market. As such, we have come to place great emphasis on providing high-quality services to meet specific client needs. The expectations of our clients are the basis for our high standards, and we maintain those standards throughout each project we serve.

ELECTRONIC PAPERLESS REPORTING

ECS field technicians utilize our proprietary Field Report and Electronic Distribution (FRED) system. FRED is a completely electronic system making it a quick, efficient and accurate process. Using a LAPTOP, the Field Technician writes the report on the construction site and transmits it to the office. The Project Manager/Principal Engineer then reviews and approves the report.

With FRED, ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date. The implementation of electronic distribution has significantly improved efficiency in the review and approval process of reports through the office, while allowing ECS engineering staff to efficiently monitor progress of the project.

What FRED means for our clients:

- **S**peed
- **A**ccuracy
- **V**alue
- **E**fficiency



ECS Field Technician performs tests on materials at the job site, recording the test results directly into a LAPTOP/TABLET.



Test results are transmitted to the office for review by the ECS Project Engineering team by way of cellular phone *before leaving the job site.*



Test reports are reviewed and transmitted to the client within 24 to 36 hours after tests have been completed in the field.

"Setting the Standard for Service"

SAFETY

Safety has always been a top priority at ECS but in 2010 we launched a new initiative to entrench safety as a core value and an integral part of our culture. The STAR initiative places safety at the forefront of everything we do.



Adopting the principles of behavior-based safety, STAR focuses on reinforcing safe practices and increasing safety awareness. We conduct regular safety observations, make safety part of every meeting, hold monthly workshops in every office to train and share ideas for safer work practices, and track leading indicators that enable us to better anticipate at-risk situations and prevent accidents and injuries. As a result, we have lowered our recordable incident rate by over 50% so far, bettering the industry average.

STAR is led by our full-time Director of Corporate Safety Services and supported by all ECS operational managers and local branch safety managers. Yet a distinctive of our safety culture is the grassroots engagement of employees at all levels who help us define safer work practices and improve the overall process. We understand that the best safety cultures are driven by employee commitment, not just compliance.

STAR includes many of the same components of world-class safety programs, such as:

- Activity hazard analyses and pre-task planning
- Weekly, monthly, and annual refresher field and supervisory training, including:
  - Radiation safety for non-users
  - Fall protection
  - Defensive driving
  - Hazardous waste operations and emergency response
  - Materials handling
- Regular onsite safety observations
- Monthly office safety observations
- Radiation safety

At ECS, we believe that "Nothing we do is worth getting hurt."

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
ECS MIDWEST, LLC,
for the furnishing of
PROFESSIONAL SERVICES
related to
CONSTRUCTION MATERIAL TESTING RELATED TO FOUNDATIONS, CONCRETE, MASONRY, STRUCTURAL STEEL, AND ASPHALT PAVING
for the
LIONS PARK RECREATION CENTER PROJECT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and ECS MIDWEST, LLC, hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for professional consulting and engineering services for the provision of construction material observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreation Center Project in the Village of Villa Park, 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 Consulting Services.

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

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services described in its proposal dated June 7, 2023, identified as "ECS Proposal No. 16:23140-CP" ("Proposal"), attached hereto as Exhibit A and made a part hereof ("Consulting Services").

2**.** The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized planning 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 CONSULTANT 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 Consulting 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 CONSULTANT.

3. The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 $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 CONSULTANT 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 CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The CONSULTANT'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 CONSULTANT'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 CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

4. To the fullest extent permitted by law, the CONSULTANT 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 acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges

of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT 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 CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

6. The CONSULTANT 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 CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT 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 CONSULTANT 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.

7**.** The CONSULTANT 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 Consulting Services herein described.

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

9. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT 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 CONSULTANT 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.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All documents, applications, 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 CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the CONSULTANT makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT 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 CONSULTANT'S creditors;

e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, 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 CONSULTANT shall be paid for all Consulting 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 CONSULTANT.

13. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

14. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

15. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, 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.

16. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

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

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the

CONSULTANT in performance of the Consulting 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 CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT 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 CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables 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 CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. The CONSULTANT 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 CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the

following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT'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 CONSULTANT 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 CONSULTANT, for the Consulting Services above described, on a time and material basis, at an estimated total cost of $25,937.50, in using the following unit rates and terms as set forth in CONSULTANT'S Proposal:

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$115.00/hour
2. Structural Steel Technician	$120.00/hour
3. Trip Charge (mileage)	$60.00/trip
4. Sample Pick Up	$115.00/hour
6. Nuclear Density Gauge	$25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$165.00/hour
2. Principal Engineer	$205.00/hour
3. Secretary	$60.00/each

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curling & disposal of concrete cylinders	$18.00/each
2. Compressive strength testing of mortar/grout specimens(masonry)	$18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$150.00/each

The Consulting Services described in the Proposal would be rendered portal-to-portal from CONSULTANT'S office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. CONSULTANT'S unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. CONSULTANT'S technicians are represented by IUOE Local

150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

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

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

a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT 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.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. The CONSULTANT will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

3. 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.

4. Written notices between the VILLAGE and the CONSULTANT 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
cc: Director of Community Development

b. If to the CONSULTANT:

ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089
Attn: Brett Gitskin, 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.

5. 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 CONSULTANT.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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) CONSULTANT (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 CONSULTANT will retain such certifications in its files.

(9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, forebearance, 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 CONSULTANT.

l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, 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 CONSULTANT 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 CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, 2023.

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

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

ECS MIDWEST, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089

By _____
Brett Gitskin, President

EXHIBIT A
ECS Proposal No. 16:23140-CP
Dated June 7, 2023

ECS MIDWEST, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

PROPOSAL FOR

CONSTRUCTION MATERIALS TESTING SERVICES

LIONS COMMUNITY CENTER

VILLA PARK, ILLINOIS

PROPOSAL NO. 16:23140-CP





ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, Illinois 60089
(847) 279-0366

ECS Midwest, LLC
9824 Industrial Drive, Suite C
Bridgeview, Illinois 60455
(708) 430-1071

June 7, 2023

Brian Roche
Village of Villa Park
338 North Iowa Avenue
Villa Park, IL 60181

ECS Proposal No. 16:23140-CP

Reference: Proposal for Construction Materials Observation and Testing, Lions Community Center, 320 E. Wildwood Ave, Villa Park, IL 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this proposal for providing construction materials observation and testing services for the Lions Community Center located at 320 E. Wildwood Ave, Villa Park, Illinois. This proposal will provide details of our qualifications as well as provide our Scope of Services, Unit Rates and Estimated Cost based on our review of the information provided. **ECS is the Geotechnical Engineer of Record for the project, as such we are familiar with the site conditions and better suited to assist with difficult and unusual circumstances.**

ECS is qualified to provide these services based on the following:

- On-staff, experienced Professional Engineers (P.E.'s), playing a key role in reviewing all field and laboratory testing reports; (as required in project specifications)
- Numerous ICC and IDOT certified technicians on-staff and Master Special Inspectors;
- AASHTO accredited laboratory participating in proficiency sample testing program with AMRL and CCRL and meeting the general requirements of ASTM E-329;
- Unique and proprietary reporting system that sets the standard for the industry. Field and laboratory reports are submitted to as many as 100 recipients via e-mail within 24 to 36 hours of the performance date. Our typed electronically e-mailed field and laboratory reports with photographs, location diagrams and associated supporting documents are only distributed after reviewed by the project manager and project engineer.

PROJECT OVERVIEW

We understand the project will consist of the following:

- Construction of a new two-story building approximately 37,681 SF, supported on a shallow foundation system bearing on soils.
- Sitework will consist of new sidewalks and curb/gutter, and pavement construction.

We have reviewed the following information during the preparation of this proposal:

- 95% Construction Documents dated May 24, 2023.

A detailed scope of services for this project is outlined in this proposal and will generally consist of materials and observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving.

Earthwork/ Mass grading portion of the scope is completed under ECS proposal #22217.Rev so this proposal does not include the earthwork elements.

A construction schedule was not provided at this time.

Our services will be invoiced on a time and material basis using the unit rates and terms included with this proposal. A budget estimate has been prepared and presented in this proposal based on experience with similar projects and the information reviewed. The cost of our services are directly related to project sequencing, contractor pace of work, weather and the overall construction progress which are beyond our control.

The total estimated cost is summarized below:

	Proposed Scope of Service	Individual Service Estimated Cost
1.	Construction Materials Observations and Testing (CMOT) Services	**$25,937.50** (billed per unit rates)

ECS QUALIFICATIONS

LABORATORY QUALIFICATIONS

Both locations of ECS in the Chicago area carry laboratory accreditations indicating our commitment to internal quality control processes.

Buffalo Grove, Illinois Location

Our main regional office in Buffalo Grove, Illinois, meets the general requirements of ASTM E329 and is accredited by U.S. Army Corps of Engineers and AMRL and CCRL for various test methods and was reviewed by IDOT for conformance with IDOT requirements for laboratories providing testing of concrete, soil and hot mix asphalt. For AMRL and CCRL the accreditations cover testing/services related to the following:

- **Quality Management System** - accredited since 6/9/2003;
- **Asphalt Mixture** - accredited since 6/24/2003;
- **Soil** - accredited since 6/9/2003;
- **Aggregate** - accredited since 6/9/2003;
- **Sprayed Fire-Resistive Material** - accredited since 1/23/2012;
- **Concrete** - accredited since 4/22/2004;
- **Masonry** - accredited since 7/14/2011;

Bridgeview, Illinois Location

Our Bridgeview office also meets the general requirements of ASTM E329 and is accredited by Construction Materials Engineering Council, Inc. (CMEC) for various ASTM and AASHTO test methods. The test methods are outlined in the CMEC Website at www.cmec.org as shown below:

CMEC

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

ECS Midwest, LLC
9824 Industrial Drive, Unit C
Bridgeview, IL 60455
United States

Reinspection Due Date: 1/24/2018

Accreditation ID: 1004531

AASHTO R18

Aggregate
ASTM Methods: ASTM C117, ASTM C136, ASTM C566, ASTM C702
AASHTO Methods: AASHTO R76, AASHTO T11, AASHTO T255, AASHTO T27

Concrete
ASTM Methods: ASTM C1064, ASTM C1231, ASTM C138, ASTM C143, ASTM C172, ASTM C173, ASTM C231, ASTM C31, ASTM C39, ASTM C511, ASTM Specification C1077 - Concrete, ASTM Specification E329 - Concrete
AASHTO Methods: AASHTO M201, AASHTO R60, AASHTO T119, AASHTO T121, AASHTO T152, AASHTO T196, AASHTO T22, AASHTO T23, AASHTO T309

Soil
ASTM Methods: ASTM D1140, ASTM D1557, ASTM D2216, ASTM D2487, ASTM D2488, ASTM D421, ASTM D422, ASTM D4318 (1), ASTM D4318 (2), ASTM D698, ASTM Specification D3740 - Soil, ASTM Specification E329 - Soil
AASHTO Methods: AASHTO R58, AASHTO T180, AASHTO T265, AASHTO T88, AASHTO T89, AASHTO T90, AASHTO T99

Accreditation Date: 3/9/2017

Expiration Date: 4/24/2018

David A. Savage
David A. Savage
Director of Accreditation

The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Christopher J. Robinson
Christopher J. Robinson, P.E.
Executive Director

TECHNICIAN QUALIFICATIONS

Many ECS technicians have over 10 years of experience in construction materials testing and multiple certifications including **ICC Special Inspector (meeting IBC Special Inspection requirements)**, PTI (Post Tension Institute) and IDOT (as shown in the table below). Our technician selection would be based on skill, ability, certifications and required services for the project.

A table is provided below summarizing the certifications for representative ECS field technicians:

Technician Name	ACI Level 1	IDOT PCC I	IDOT PCC II	IDOT HMA I	IDOT HMA II	IDOT HMA III	IDOTS-33(Soil)	ICC Masonry	ICC Reinforced Concrete	ICC Soils	ICC Fireproofing	ICC Welding	ICC Steel and Bolting	Certified Welding Inspector (CWI)	PT Level I/II	Ultrasonic Level II	Floor Flatness	Other
Perrie Klaja	X	X		X	X		X	X			X	X	X	X				IDOT Bridge Inspector
Rey Velazquez	X	X	X	X			X	X		X					X			
Jon Wharton	X	X	X	X	X		X	X	X	X			X		X		X	NICET Level I
Willie Gibbs	X	X		X	X		X								X		X	
Paresh Kadakiya	X	X		X	X		X											IDOT Bridge Inspector
Paul Lyman	X	X		X	X		X			X								
Ed Dore'	X		X	X					X		X				X			
Richard Sippel	X	X	X	X	X		X	X	X	X	X		X		X			
Adrian Allen	X	X		X			X				X				X			
Leslie Wilson	X	X	X				X											
Michael Stone	X	X												X				
Frank Cermak	X	X					X											
Kevin Mose	X	X		X	X		X								X			
Subhash Modi	X	X	X	X	X	X	X	X	X	X	X	X	X		X			ICC Master Special Inspector

We believe ECS has the capabilities to service this project based on the following:

- Review of field reports by Professional Engineers with the experience and knowledge to provide solutions when required;
- Electronic reports that meet the intent of the reporting required by typical building codes;
- Accredited laboratory – AMRL, CCRL (see above);
- Certified and experienced field and laboratory technicians (ICC/IDOT);

ECS field and laboratory technicians hold numerous ICC, ACI, NICET and/or IDOT certifications in soil, concrete masonry, bituminous, fireproofing, structural steel testing and post-tensioning observation. The technician(s) assigned to this project would be experienced and certified to test and observe the materials placed on this project. We can provide you with the resume and certifications of the personnel assigned to this project, prior to the start of our activities on site.

The engineering technician is under the supervision of a Project Engineer, who is responsible for monitoring job progress, ECS performance, and project status and budget. The Project Engineer is responsible to a Principal Engineer, who regularly monitors progress and provides additional technical expertise for unusual or difficult circumstances. We anticipate that the Project Engineer will review the progress of the project daily, while the Principal Engineer will provide technical direction where required.

UNIT RATE SCHEDULE AND TOTAL ESTIMATED COST

The proposed scope of services included as Appendix I will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all requested services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the ECS fee schedule in effect at that time, unless otherwise agreed upon in advance.

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 timesthe normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of all information available to us during preparation of this proposal.

EXCLUSIONS

The Estimated Cost provided herewith represents standard construction materials testing services and does not include costs associated with the following:

- deviations from the assumed quantities and timeframes presented in this proposal;
- site visits for the specific task of retesting failed tests;
- overtime beyond our contingency or on Saturdays (unless clearly identified in our Estimated Cost);
- Minimum charges associated with the cancellation of our services;
- Engineering associated with extraordinary site conditions;
- Costs associated with security clearance/safety orientation;

Should costs associated with these items be incurred, they will be invoiced in accordance with the Project Unit Rate schedule provided as Appendix II and will be considered an extra to our cost estimate.

BUDGET ESTIMATE
Construction Materials Testing

Structure					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Foundation Concrete)	5	trips at	8	hours/trip	40	HR	$115.00	$4,600.00
Engineering Technician (Compaction/Concrete Slab)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (Masonry)	4	trips at	6	hours/trip	24	HR	$115.00	$2,760.00
Structural Steel Technician, CWI	4	trips at	8	hours/trip	32	HR	$120.00	$3,840.00
Concrete/Masonry Compressive Strength	14	sets of	5	cylinders	70	EA	$18.00	$1,260.00
Sample Pickup	6	trips at	1.5	hour/trip	9	HR	$115.00	$1,035.00
Trip Charge (mileage/truck)					22	EA	$60.00	$1,320.00

ESTIMATED COST: $17,575.00

Sitework					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Proofroll/Compaction)	1	trips at	8	hours/trip	8	HR	$115.00	$920.00
Engineering Technician (Concrete C&G/ Sidewalk)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (HMA Pavement)	1	trips at	6	hours/trip	6	HR	$115.00	$690.00
Concrete Compressive Strength	3	sets of	5	cylinders	15	EA	$18.00	$270.00
Sample Pickup	1	trips at	1.5	hour/trip	1.5	HR	$115.00	$172.50
Nuclear Gauge					2	DAY	$25.00	$50.00
Trip Charge (mileage/truck)					6	EA	$60.00	$360.00

ESTIMATED COST: $5,222.50

Project Management/Site Visits/Report Preparation		Quantity	Units	Unit Cost	Est.Total
Project Manager		11	HR	$165.00	$1,815.00
Principal Engineer		5	HR	$205.00	$1,025.00
Field Services Secretary		5	HR	$60.00	$300.00

PROJECT MANAGEMENT: $3,140.00

TOTAL ESTIMATED COST: $25,937.50

The estimated cost for materials testing services as noted is **$25,937.50** as a base budget. It is important to note that this figure was determined through careful consideration of the scope of services required, our review of the information provided, and the rate of progress expected at this time. Because we are unable to control the actual rate of progress, we would only consider this estimate a not-to-exceed amount contingent upon strict adherence to the schedule duration's and scope of services used as a basis in this proposal. You will only be invoiced for units utilized. We will monitor our costs and inform you should the actual total approach the estimate provided.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". These conditions represent the current recommendations of the ASFE/The Geo-Professional Business Association, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MIDWEST, LLC

Anand Sampath, P.E.
Senior Project Manager

Jay Naik, P.E.
CMT Manager/Principal

Attachments:
Appendix I - Scope of Services
Appendix II - Project Unit Rates
Appendix III - ECS Company Information/Qualifications
Appendix IV - Proposal Acceptance and ECS Terms and Conditions

APPENDIX I - SCOPE OF SERVICES

A. Cast-in-Place Concrete:
   1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
   2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
   3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
   4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
      - Confirm mix design
      - Slump
      - Air Content
      - Temperature
      - Batch-to-placement time
      - Cast test cylinders

      Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
   5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
   6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Masonry:
   1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
   2. Obtain grout prisms as required in the specifications, and test grout for compressive strength as specified in ASTM C 1019.
   3. Obtain mortar cylinders as required in the specifications, and test mortar for compressive strength as specified in ASTM C 780.
   4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Structural Steel Connections:
   1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
   2. Perform the following functions related to structural steel erection in the field:
      - Visual observation of welded and bolted connections.
   3. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, puddle welds, etc.
   4. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
   5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Bituminous Concrete:

1. Observe proof rolling of exposed subgrade and/or aggregate subbase material and suggest and observe corrective action at excessively soft areas prior to placement of bituminous concrete.
2. Observe placement, rolling operations and temperature of paving mixture at time of placement.
3. Perform appropriate measurements and tests to document of bituminous concrete density using a nuclear density gauge. Materials theoretical maximum density "Big D" value to be provided by the paving contractor or material supplier for our use in calculating the percent compaction.
4. Observe of bituminous concrete thickness during paving operations before and after compaction.
5. Provide testing services at the asphalt batch plant, if required;
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Routine Project Management and Reporting:
1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

APPENDIX II - PROJECT UNIT RATES

MATERIALS TESTING PROJECT UNIT RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 115.00/hour
2. Structural Steel Technician	$ 120.00/hour
3. Trip Charge (mileage) & Daily Vehicle Charge	$ 60.00/trip
4. Sample Pick Up	$ 115.00/hour
5. Nuclear Density Gauge	$ 25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$ 165.00/hour
2. Principal Engineer	$ 205.00/hour
3. Secretary	$ 60.00/hour

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curing & disposal of concrete cylinders	$ 18.00/each
2. Compressive strength testing of mortar/grout specimens (masonry)	$ 18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$ 150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum (on-site time) and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, 8 hour and travel related charges will apply. Saturday are subject to an immediate 8 hour minimum. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services.

APPENDIX III
COMPANY INFORMATION/QUALIFICATIONS

ECS COMPANY QUALIFICATIONS

ECS Midwest, LLC is part of the ECS Group of companies that was founded in 1988. The ECS Group was ranked by ENR as the 64th largest engineering firm in the United States for 2022 (ENR April 2022). There are 6 primary operating companies in the ECS Group with 65 engineering offices in 12 states, as well as various other independent affiliates.

ECS Midwest, LLC specializes in the related fields of geotechnical, environmental, and construction materials engineering. Our staff includes registered professional engineers and geologists, certified laboratory technicians and construction inspectors, field engineers, and support personnel.

We have earned a reputation for being highly responsive and a problem solver. A brief description of our groups follows:

- Our **Geotechnical Group** has performed subsurface explorations on numerous projects. It has provided extensive value engineering services for foundation design through use of the pressure meter. In addition, we have implemented earth retention system monitoring programs on many deep excavation projects and consulted on ground-water control and designed wall and under slab drainage systems.

- Our **Construction Materials Group** has provided testing and inspection services on thousands of projects, with scopes of work reflecting our ability to follow projects from earthwork phases through roofing construction, including such complex activities as adjacent facility monitoring.

- Our **Environmental Group** acts both independently in performing assessments and other environmental activities, and in conjunction with our other departments in evaluating emerging environmental situations on sites under construction.

To assure top quality field personnel, we have developed our own in-house training and certification programs, and we require certifications from outside agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), International Code Council (ICC) and the Roofing Industry Educational Institute (RIEI). Our testing laboratories are accredited by IDOT, AASHTO Materials Reference Laboratories (AMRL) and CCRL.

Our reporting systems are fully automated using proprietary database software. We produce and process final field and laboratory reports with the highest efficiency and speed. ECS operates in a very competitive market. As such, we have come to place great emphasis on providing high-quality services to meet specific client needs. The expectations of our clients are the basis for our high standards, and we maintain those standards throughout each project we serve.

ELECTRONIC PAPERLESS REPORTING

ECS field technicians utilize our proprietary Field Report and Electronic Distribution (FRED) system. FRED is a completely electronic system making it a quick, efficient and accurate process. Using a LAPTOP, the Field Technician writes the report on the construction site and transmits it to the office. The Project Manager/Principal Engineer then reviews and approves the report.

With FRED, ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date. The implementation of electronic distribution has significantly improved efficiency in the review and approval process of reports through the office, while allowing ECS engineering staff to efficiently monitor progress of the project.

What FRED means for our clients:

- **S**peed
- **A**ccuracy
- **V**alue
- **E**fficiency



ECS Field Technician performs tests on materials at the job site, recording the test results directly into a LAPTOP/TABLET.



Test results are transmitted to the office for review by the ECS Project Engineering team by way of cellular phone *before leaving the job site.*



Test reports are reviewed and transmitted to the client within 24 to 36 hours after tests have been completed in the field.

"Setting the Standard for Service"

SAFETY

Safety has always been a top priority at ECS but in 2010 we launched a new initiative to entrench safety as a core value and an integral part of our culture. The STAR initiative places safety at the forefront of everything we do.



Adopting the principles of behavior-based safety, STAR focuses on reinforcing safe practices and increasing safety awareness. We conduct regular safety observations, make safety part of every meeting, hold monthly workshops in every office to train and share ideas for safer work practices, and track leading indicators that enable us to better anticipate at-risk situations and prevent accidents and injuries. As a result, we have lowered our recordable incident rate by over 50% so far, bettering the industry average.

STAR is led by our full-time Director of Corporate Safety Services and supported by all ECS operational managers and local branch safety managers. Yet a distinctive of our safety culture is the grassroots engagement of employees at all levels who help us define safer work practices and improve the overall process. We understand that the best safety cultures are driven by employee commitment, not just compliance.

STAR includes many of the same components of world-class safety programs, such as:

- Activity hazard analyses and pre-task planning
- Weekly, monthly, and annual refresher field and supervisory training, including:
  - Radiation safety for non-users
  - Fall protection
  - Defensive driving
  - Hazardous waste operations and emergency response
  - Materials handling
- Regular onsite safety observations
- Monthly office safety observations
- Radiation safety

At ECS, we believe that “Nothing we do is worth getting hurt.”

ECS MIDWEST, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

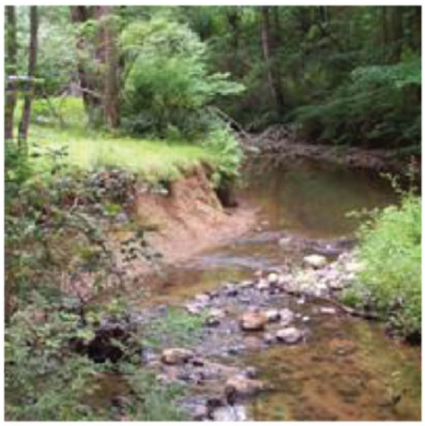
PROPOSAL FOR

CONSTRUCTION MATERIALS TESTING SERVICES

LIONS COMMUNITY CENTER

VILLA PARK, ILLINOIS

PROPOSAL NO. 16:23140-CP







ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, Illinois 60089
(847) 279-0366

ECS Midwest, LLC
9824 Industrial Drive, Suite C
Bridgeview, Illinois 60455
(708) 430-1071

June 7, 2023

Brian Roche
Village of Villa Park
338 North Iowa Avenue
Villa Park, IL 60181

ECS Proposal No. 16:23140-CP

Reference: Proposal for Construction Materials Observation and Testing, Lions Community Center, 320 E. Wildwood Ave, Villa Park, IL 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this proposal for providing construction materials observation and testing services for the Lions Community Center located at 320 E. Wildwood Ave, Villa Park, Illinois. This proposal will provide details of our qualifications as well as provide our Scope of Services, Unit Rates and Estimated Cost based on our review of the information provided. **ECS is the Geotechnical Engineer of Record for the project, as such we are familiar with the site conditions and better suited to assist with difficult and unusual circumstances.**

ECS is qualified to provide these services based on the following:

- On-staff, experienced Professional Engineers (P.E.'s), playing a key role in reviewing all field and laboratory testing reports; (as required in project specifications)
- Numerous ICC and IDOT certified technicians on-staff and Master Special Inspectors;
- AASHTO accredited laboratory participating in proficiency sample testing program with AMRL and CCRL and meeting the general requirements of ASTM E-329;
- Unique and proprietary reporting system that sets the standard for the industry. Field and laboratory reports are submitted to as many as 100 recipients via e-mail within 24 to 36 hours of the performance date. Our typed electronically e-mailed field and laboratory reports with photographs, location diagrams and associated supporting documents are only distributed after reviewed by the project manager and project engineer.

PROJECT OVERVIEW

We understand the project will consist of the following:

- Construction of a new two-story building approximately 37,681 SF, supported on a shallow foundation system bearing on soils.
- Sitework will consist of new sidewalks and curb/gutter, and pavement construction.

We have reviewed the following information during the preparation of this proposal:

- 95% Construction Documents dated May 24, 2023.

A detailed scope of services for this project is outlined in this proposal and will generally consist of materials and observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving.

Earthwork/ Mass grading portion of the scope is completed under ECS proposal #22217.Rev so this proposal does not include the earthwork elements.

A construction schedule was not provided at this time.

Our services will be invoiced on a time and material basis using the unit rates and terms included with this proposal. A budget estimate has been prepared and presented in this proposal based on experience with similar projects and the information reviewed. The cost of our services are directly related to project sequencing, contractor pace of work, weather and the overall construction progress which are beyond our control.

The total estimated cost is summarized below:

	Proposed Scope of Service	Individual Service Estimated Cost
1.	Construction Materials Observations and Testing (CMOT) Services	**$25,937.50** (billed per unit rates)

ECS QUALIFICATIONS

LABORATORY QUALIFICATIONS

Both locations of ECS in the Chicago area carry laboratory accreditations indicating our commitment to internal quality control processes.

Buffalo Grove, Illinois Location

Our main regional office in Buffalo Grove, Illinois, meets the general requirements of ASTM E329 and is accredited by U.S. Army Corps of Engineers and AMRL and CCRL for various test methods and was reviewed by IDOT for conformance with IDOT requirements for laboratories providing testing of concrete, soil and hot mix asphalt. For AMRL and CCRL the accreditations cover testing/services related to the following:

- **Quality Management System** - accredited since 6/9/2003;
- **Asphalt Mixture** - accredited since 6/24/2003;
- **Soil** - accredited since 6/9/2003;
- **Aggregate** - accredited since 6/9/2003;
- **Sprayed Fire-Resistive Material** - accredited since 1/23/2012;
- **Concrete** - accredited since 4/22/2004;
- **Masonry** - accredited since 7/14/2011;

Bridgeview, Illinois Location

Our Bridgeview office also meets the general requirements of ASTM E329 and is accredited by Construction Materials Engineering Council, Inc. (CMEC) for various ASTM and AASHTO test methods. The test methods are outlined in the CMEC Website at www.cmec.org as shown below:

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

ECS Midwest, LLC
9824 Industrial Drive, Unit C
Bridgeview, IL 60455
United States

Reinspection Due Date: 1/24/2018

Accreditation ID: 1004531

AASHTO R18

Aggregate
ASTM Methods: ASTM C117, ASTM C136, ASTM C566, ASTM C702
AASHTO Methods: AASHTO R76, AASHTO T11, AASHTO T255, AASHTO T27

Concrete
ASTM Methods: ASTM C1064, ASTM C1231, ASTM C138, ASTM C143, ASTM C172, ASTM C173, ASTM C231, ASTM C31, ASTM C39, ASTM C511, ASTM Specification C1077 - Concrete, ASTM Specification E329 - Concrete
AASHTO Methods: AASHTO M201, AASHTO R60, AASHTO T119, AASHTO T121, AASHTO T152, AASHTO T196, AASHTO T22, AASHTO T23, AASHTO T309

Soil
ASTM Methods: ASTM D1140, ASTM D1557, ASTM D2216, ASTM D2487, ASTM D2488, ASTM D421, ASTM D422, ASTM D4318 (1), ASTM D4318 (2), ASTM D698, ASTM Specification D3740 - Soil, ASTM Specification E329 - Soil
AASHTO Methods: AASHTO R58, AASHTO T180, AASHTO T265, AASHTO T88, AASHTO T89, AASHTO T90, AASHTO T99

Accreditation Date: 3/9/2017

Expiration Date: 4/24/2018

David A. Savage
David A. Savage
Director of Accreditation

The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Christopher J. Robinson
Christopher J. Robinson, P.E.
Executive Director

TECHNICIAN QUALIFICATIONS

Many ECS technicians have over 10 years of experience in construction materials testing and multiple certifications including **ICC Special Inspector (meeting IBC Special Inspection requirements)**, PTI (Post Tension Institute) and IDOT (as shown in the table below). Our technician selection would be based on skill, ability, certifications and required services for the project.

A table is provided below summarizing the certifications for representative ECS field technicians:

Technician Name	ACI Level 1	IDOT PCC I	IDOT PCC II	IDOT HMA I	IDOT HMA II	IDOT HMA III	IDOTS-33(Soil)	ICC Masonry	ICC Reinforced Concrete	ICC Soils	ICC Fireproofing	ICC Welding	ICC Steel and Bolting	Certified Welding Inspector (CWI)	PT Level I/II	Ultrasonic Level II	Floor Flatness	Other
Perrie Klaja	X	X		X	X		X	X			X	X	X	X				IDOT Bridge Inspector
Rey Velazquez	X	X	X	X			X	X		X					X			
Jon Wharton	X	X	X	X	X		X	X	X	X			X		X		X	NICET Level I
Willie Gibbs	X	X		X	X		X								X		X	
Paresh Kadakiya	X	X		X	X		X											IDOT Bridge Inspector
Paul Lyman	X	X		X	X		X			X								
Ed Dore’	X		X	X					X		X				X			
Richard Sippel	X	X	X	X	X		X	X	X	X	X		X		X			
Adrian Allen	X	X		X			X				X				X			
Leslie Wilson	X	X	X				X											
Michael Stone	X	X												X				
Frank Cermak	X	X					X											
Kevin Mose	X	X		X	X		X								X			
Subhash Modi	X	X	X	X	X	X	X	X	X	X	X	X	X		X			ICC Master Special Inspector

We believe ECS has the capabilities to service this project based on the following:

- Review of field reports by Professional Engineers with the experience and knowledge to provide solutions when required;
- Electronic reports that meet the intent of the reporting required by typical building codes;
- Accredited laboratory – AMRL, CCRL (see above);
- Certified and experienced field and laboratory technicians (ICC/IDOT);

ECS field and laboratory technicians hold numerous ICC, ACI, NICET and/or IDOT certifications in soil, concrete masonry, bituminous, fireproofing, structural steel testing and post-tensioning observation. The technician(s) assigned to this project would be experienced and certified to test and observe the materials placed on this project. We can provide you with the resume and certifications of the personnel assigned to this project, prior to the start of our activities on site.

The engineering technician is under the supervision of a Project Engineer, who is responsible for monitoring job progress, ECS performance, and project status and budget. The Project Engineer is responsible to a Principal Engineer, who regularly monitors progress and provides additional technical expertise for unusual or difficult circumstances. We anticipate that the Project Engineer will review the progress of the project daily, while the Principal Engineer will provide technical direction where required.

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The proposed scope of services included as Appendix I will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all requested services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the ECS fee schedule in effect at that time, unless otherwise agreed upon in advance.

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- overtime beyond our contingency or on Saturdays (unless clearly identified in our Estimated Cost);
- Minimum charges associated with the cancellation of our services;
- Engineering associated with extraordinary site conditions;
- Costs associated with security clearance/safety orientation;

Should costs associated with these items be incurred, they will be invoiced in accordance with the Project Unit Rate schedule provided as Appendix II and will be considered an extra to our cost estimate.

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Construction Materials Testing

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Engineering Technician (Masonry)	4	trips at	6	hours/trip		24	HR	$115.00	$2,760.00
Structural Steel Technician, CWI	4	trips at	8	hours/trip		32	HR	$120.00	$3,840.00
Concrete/Masonry Compressive Strength	14	sets of	5	cylinders		70	EA	$18.00	$1,260.00
Sample Pickup	6	trips at	1.5	hour/trip		9	HR	$115.00	$1,035.00
Trip Charge (mileage/truck)						22	EA	$60.00	$1,320.00

ESTIMATED COST: $17,575.00

Sitework						**Quantity**	**Units**	**Unit Cost**	**Est.Total**
Engineering Technician (Proofroll/Compaction)	1	trips at	8	hours/trip		8	HR	$115.00	$920.00
Engineering Technician (Concrete C&G/ Sidewalk)	3	trips at	8	hours/trip		24	HR	$115.00	$2,760.00
Engineering Technician (HMA Pavement)	1	trips at	6	hours/trip		6	HR	$115.00	$690.00
Concrete Compressive Strength	3	sets of	5	cylinders		15	EA	$18.00	$270.00
Sample Pickup	1	trips at	1.5	hour/trip		1.5	HR	$115.00	$172.50
Nuclear Gauge						2	DAY	$25.00	$50.00
Trip Charge (mileage/truck)						6	EA	$60.00	$360.00

ESTIMATED COST: $5,222.50

Project Management/Site Visits/Report Preparation		**Quantity**	**Units**	**Unit Cost**	**Est.Total**
Project Manager		11	HR	$165.00	$1,815.00
Principal Engineer		5	HR	$205.00	$1,025.00
Field Services Secretary		5	HR	$60.00	$300.00

PROJECT MANAGEMENT: $3,140.00

TOTAL ESTIMATED COST: $25,937.50

The estimated cost for materials testing services as noted is **$25,937.50** as a base budget. It is important to note that this figure was determined through careful consideration of the scope of services required, our review of the information provided, and the rate of progress expected at this time. Because we are unable to control the actual rate of progress, we would only consider this estimate a not-to-exceed amount contingent upon strict adherence to the schedule duration's and scope of services used as a basis in this proposal. You will only be invoiced for units utilized. We will monitor our costs and inform you should the actual total approach the estimate provided.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". These conditions represent the current recommendations of the ASFE/The Geo-Professional Business Association, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MIDWEST, LLC

Anand Sampath, P.E.
Senior Project Manager

Jay Naik, P.E.
CMT Manager/Principal

Attachments:

Appendix I - Scope of Services
Appendix II - Project Unit Rates
Appendix III - ECS Company Information/Qualifications
Appendix IV - Proposal Acceptance and ECS Terms and Conditions

APPENDIX I - SCOPE OF SERVICES

A. Cast-in-Place Concrete:
   1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
   2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
   3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
   4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
      - Confirm mix design
      - Slump
      - Air Content
      - Temperature
      - Batch-to-placement time
      - Cast test cylinders

      Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
   5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
   6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Masonry:
   1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
   2. Obtain grout prisms as required in the specifications, and test grout for compressive strength as specified in ASTM C 1019.
   3. Obtain mortar cylinders as required in the specifications, and test mortar for compressive strength as specified in ASTM C 780.
   4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Structural Steel Connections:
   1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
   2. Perform the following functions related to structural steel erection in the field:
      - Visual observation of welded and bolted connections.
   3. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, puddle welds, etc.
   4. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
   5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Bituminous Concrete:

1. Observe proof rolling of exposed subgrade and/or aggregate subbase material and suggest and observe corrective action at excessively soft areas prior to placement of bituminous concrete.
2. Observe placement, rolling operations and temperature of paving mixture at time of placement.
3. Perform appropriate measurements and tests to document of bituminous concrete density using a nuclear density gauge. Materials theoretical maximum density “Big D” value to be provided by the paving contractor or material supplier for our use in calculating the percent compaction.
4. Observe of bituminous concrete thickness during paving operations before and after compaction.
5. Provide testing services at the asphalt batch plant, if required;
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Routine Project Management and Reporting:
1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

APPENDIX II - PROJECT UNIT RATES

MATERIALS TESTING PROJECT UNIT RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 115.00/hour
2. Structural Steel Technician	$ 120.00/hour
3. Trip Charge (mileage) & Daily Vehicle Charge	$ 60.00/trip
4. Sample Pick Up	$ 115.00/hour
5. Nuclear Density Gauge	$ 25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$ 165.00/hour
2. Principal Engineer	$ 205.00/hour
3. Secretary	$ 60.00/hour

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curing & disposal of concrete cylinders	$ 18.00/each
2. Compressive strength testing of mortar/grout specimens (masonry)	$ 18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$ 150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum (on-site time) and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, 8 hour and travel related charges will apply. Saturday are subject to an immediate 8 hour minimum. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services.

APPENDIX III
COMPANY INFORMATION/QUALIFICATIONS

ECS COMPANY QUALIFICATIONS

ECS Midwest, LLC is part of the ECS Group of companies that was founded in 1988. The ECS Group was ranked by ENR as the 64th largest engineering firm in the United States for 2022 (ENR April 2022). There are 6 primary operating companies in the ECS Group with 65 engineering offices in 12 states, as well as various other independent affiliates.

ECS Midwest, LLC specializes in the related fields of geotechnical, environmental, and construction materials engineering. Our staff includes registered professional engineers and geologists, certified laboratory technicians and construction inspectors, field engineers, and support personnel.

We have earned a reputation for being highly responsive and a problem solver. A brief description of our groups follows:

- Our **Geotechnical Group** has performed subsurface explorations on numerous projects. It has provided extensive value engineering services for foundation design through use of the pressure meter. In addition, we have implemented earth retention system monitoring programs on many deep excavation projects and consulted on ground-water control and designed wall and under slab drainage systems.

- Our **Construction Materials Group** has provided testing and inspection services on thousands of projects, with scopes of work reflecting our ability to follow projects from earthwork phases through roofing construction, including such complex activities as adjacent facility monitoring.

- Our **Environmental Group** acts both independently in performing assessments and other environmental activities, and in conjunction with our other departments in evaluating emerging environmental situations on sites under construction.

To assure top quality field personnel, we have developed our own in-house training and certification programs, and we require certifications from outside agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), International Code Council (ICC) and the Roofing Industry Educational Institute (RIEI). Our testing laboratories are accredited by IDOT, AASHTO Materials Reference Laboratories (AMRL) and CCRL.

Our reporting systems are fully automated using proprietary database software. We produce and process final field and laboratory reports with the highest efficiency and speed. ECS operates in a very competitive market. As such, we have come to place great emphasis on providing high-quality services to meet specific client needs. The expectations of our clients are the basis for our high standards, and we maintain those standards throughout each project we serve.

ELECTRONIC PAPERLESS REPORTING

ECS field technicians utilize our proprietary Field Report and Electronic Distribution (FRED) system. FRED is a completely electronic system making it a quick, efficient and accurate process. Using a LAPTOP, the Field Technician writes the report on the construction site and transmits it to the office. The Project Manager/Principal Engineer then reviews and approves the report.

With FRED, ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date. The implementation of electronic distribution has significantly improved efficiency in the review and approval process of reports through the office, while allowing ECS engineering staff to efficiently monitor progress of the project.

What FRED means for our clients:

- **S**peed
- **A**ccuracy
- **V**alue
- **E**fficiency



ECS Field Technician performs tests on materials at the job site, recording the test results directly into a LAPTOP/TABLET.



Test results are transmitted to the office for review by the ECS Project Engineering team by way of cellular phone ***before leaving the job site.***



Test reports are reviewed and transmitted to the client within 24 to 36 hours after tests have been completed in the field.

"Setting the Standard for Service"

SAFETY

Safety has always been a top priority at ECS but in 2010 we launched a new initiative to entrench safety as a core value and an integral part of our culture. The STAR initiative places safety at the forefront of everything we do.

Adopting the principles of behavior-based safety, STAR focuses on reinforcing safe practices and increasing safety awareness. We conduct regular safety observations, make safety part of every meeting, hold monthly workshops in every office to train and share ideas for safer work practices, and track leading indicators that enable us to better anticipate at-risk situations and prevent accidents and injuries. As a result, we have lowered our recordable incident rate by over 50% so far, bettering the industry average.

STAR is led by our full-time Director of Corporate Safety Services and supported by all ECS operational managers and local branch safety managers. Yet a distinctive of our safety culture is the grassroots engagement of employees at all levels who help us define safer work practices and improve the overall process. We understand that the best safety cultures are driven by employee commitment, not just compliance.

STAR includes many of the same components of world-class safety programs, such as:

- Activity hazard analyses and pre-task planning
- Weekly, monthly, and annual refresher field and supervisory training, including:
  - Radiation safety for non-users
  - Fall protection
  - Defensive driving
  - Hazardous waste operations and emergency response
  - Materials handling
- Regular onsite safety observations
- Monthly office safety observations
- Radiation safety

At ECS, we believe that “Nothing we do is worth getting hurt.”

APPENDIX IV - PROPOSAL ACCEPTANCE

ECS MIDWEST, LLC

Proposal No.: 16:23140-CP
Scope of Work: Construction Materials Observation and Testing Services
Location: Lions Community Center – Villa Park, Illinois

Client Signature: _____ Date: _____

	Proposed Scope of Service	Individual Service Estimated Cost
1.	Construction Materials Observations and Testing (CMOT) Services	**$25,937.50** (billed per unit rates)

Please complete and return this page to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying Terms and Conditions of Service and agrees to be bound by such Terms and Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. of Contact Person: _____
E-mail Address of Contact Person: _____

Party Responsible for Payment: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____
_____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____

Client Project/Account Number _____
Special Conditions for Invoice Submittal and Approval _____
_____

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assesment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff,

consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Melissa Wolf
Submitting Department:
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Excavation Foundation and Mass Grading for the Lions Park Recreational Center Project in an Estimated Amount of $15,135.00

Suggested Action:
Staff recommends approval of a Resolution authorizing an agreement with ECS Midwest, LLC for professional services for the Villa Park Lions Recreation Center for construction material testing related to excavation foundation and mass grading for the Lions Park Recreational Center Project in an estimated amount of $15,135.00.

Attachments:
BoT Memo_-_ECS_Midwest_Excavation_Foundation_Mass_Grading_Testing.docx
Resolution Authorizing Agreement between Villa Park and ECS Midwest LLC for Professional Services - Construction Material Testin.docx
Villa Park - Professional Services Agreement with ECS Midwest, LLC - Construction Materials Testing and Observation Services - E.pdf
ECS Proposal for Construction Materials Testing and Observation Services - Foundation Excavation and Mass Grading - Proposal No..pdf

MEMORANDUM

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

Brian Roche, Superintendent of Parks, Buildings and Grounds

DATE: July 20, 2023

SUBJECT: Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing an Agreement with ECS Midwest, LLC, of Buffalo Grove, Illinois, for Professional Services related to Construction Material Testing Related to Excavation Foundation and Mass Grading for the Lions Park Recreational Center Project in an Estimated Amount of $15,135.00.

The Village requested proposals for professional services to provide Construction Material Testing Services during the construction process for the new Lions Recreation Center. Material testing will be performed on soils, concrete, masonry, steel, and pavement. The Village sought proposals from three firms and all three submitted proposals.

ECS Midwest, LLC provided a proposal for Excavation Foundation and Mass Grading Testing at an estimated total cost of $15,135.00.

Staff reviewed and discussed the proposals and agreed the ECS Midwest, LLC proposal was the best fit to meet the needs of Villa Park. Staff reviewed and discussed the proposals and agreed the ECS Midwest, LLC proposal was the best fit to meet the needs of Villa Park. ECS Midwest, LLC was therefore evaluated as the lowest responsible bid was selected.

ECS Midwest, Buffalo Grove, Illinois, Total Proposal Estimate $41,072.50

TSC Testing Service Corporation, Carol Stream, Illinois, Total Proposal Estimate $49,512.00

Terracon, Chicago, Illinois, Total Proposal Estimate $53,000.00

Funds are budgeted in the CY23 budget for the Construction Material Testing Services and are included in the $13M budgeted within the Building Fund, Capital Outlay, account number 67.502.02.401, line item for Lions Park Recreation Center.

RECOMMENDATION

Staff recommends approval of a Resolution Authorizing an Agreement with ECS Midwest, LLC for Professional Services related to Construction Material Testing Related to Excavation Foundation and Mass Grading for the Lions Park Recreational Center Project in an Estimated Amount of $15,135.00.

Resolution No. _____

Resolution of the Village of Villa Park Authorizing the Execution of An Agreement Between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project in an Estimated Amount of $25,937.50

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, a majority of the corporate authorities of the Village deem it advisable, necessary and in the public interest that the Village contract for professional services in the performance construction material testing related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreational Center Project for the Village of Villa Park (hereinafter the "Consulting Services"); and

WHEREAS, due to the professional skills required to perform the Consulting Services, it is in the opinion of the corporate authorities of the Village that the Consulting Services are exempt from the competitive bidding requirements, in accordance with Section 2-220 of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the corporate authorities of the Village believe that ECS Midwest, LLC, (hereinafter "Consultant"), due to its experience and skill set, is qualified to provide the Consulting Services to the Village; and

WHEREAS, it is advisable, necessary and in the public interest of the Village to enter into a contract with Consultant for such Consulting Services.

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: 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 *Agreement between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project*, attached hereto as Exhibit A, be and the same is hereby approved in substantially the form as attached, and the Village President is hereby 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: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

_____
Village President

Attest: _____
Village Clerk

Resolution No. _____

EXHIBIT A

Agreement between the Village of Villa Park, Illinois and ECS Midwest. LLC, for Professional Services related to Construction Material Testing Related to Foundations, Concrete, Masonry, Structural Steel, and Asphalt Paving for the Lions Park Recreational Center Project

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
ECS MIDWEST, LLC,
for the furnishing of
PROFESSIONAL SERVICES
related to
CONSTRUCTION MATERIAL TESTING RELATED TO FOUNDATIONS, CONCRETE, MASONRY, STRUCTURAL STEEL, AND ASPHALT PAVING
for the
LIONS PARK RECREATION CENTER PROJECT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and ECS MIDWEST, LLC, hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for professional consulting and engineering services for the provision of construction material observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving for the Lions Park Recreation Center Project in the Village of Villa Park, 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 Consulting Services.

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

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services described in its proposal dated June 7, 2023, identified as "ECS Proposal No. 16:23140-CP" ("Proposal"), attached hereto as Exhibit A and made a part hereof ("Consulting Services").

2. The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized planning 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 CONSULTANT 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 Consulting 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 CONSULTANT.

3. The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 $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 CONSULTANT 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 CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The CONSULTANT'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 CONSULTANT'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 CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

4. To the fullest extent permitted by law, the CONSULTANT 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 acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges

of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT 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 CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

6. The CONSULTANT 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 CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT 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 CONSULTANT 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.

7. The CONSULTANT 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 Consulting Services herein described.

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

9. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT 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 CONSULTANT 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.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All documents, applications, 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 CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the CONSULTANT makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT 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 CONSULTANT'S creditors;

e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, 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 CONSULTANT shall be paid for all Consulting 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 CONSULTANT.

13. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

14. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

15. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, 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.

16. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

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

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the

CONSULTANT in performance of the Consulting 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 CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT 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 CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables 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 CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. The CONSULTANT 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 CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the

following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT'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 CONSULTANT 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 CONSULTANT, for the Consulting Services above described, on a time and material basis, at an estimated total cost of $25,937.50, in using the following unit rates and terms as set forth in CONSULTANT'S Proposal:

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$115.00/hour
2. Structural Steel Technician	$120.00/hour
3. Trip Charge (mileage)	$60.00/trip
4. Sample Pick Up	$115.00/hour
6. Nuclear Density Gauge	$25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$165.00/hour
2. Principal Engineer	$205.00/hour
3. Secretary	$60.00/each

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curling & disposal of concrete cylinders	$18.00/each
2. Compressive strength testing of mortar/grout specimens(masonry)	$18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$150.00/each

The Consulting Services described in the Proposal would be rendered portal-to-portal from CONSULTANT'S office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. CONSULTANT'S unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. CONSULTANT'S technicians are represented by IUOE Local

150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

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

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

a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT 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.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. The CONSULTANT will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

3. 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.

4. Written notices between the VILLAGE and the CONSULTANT 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
cc: Director of Community Development

b. If to the CONSULTANT:

ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089
Attn: Brett Gitskin, 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.

5. 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 CONSULTANT.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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) CONSULTANT (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 CONSULTANT will retain such certifications in its files.

(9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, forebearance, 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 CONSULTANT.

l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, 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 CONSULTANT 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 CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, 2023.

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

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

ECS MIDWEST, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089

By _____
Brett Gitskin, President

EXHIBIT A
ECS Proposal No. 16:23140-CP
Dated June 7, 2023

ECS MIDWEST, LLC

GEOTECHNICAL • ENVIRONMENTAL • CONSTRUCTION MATERIALS • FACILITIES

PROPOSAL FOR

CONSTRUCTION MATERIALS TESTING SERVICES

LIONS COMMUNITY CENTER

VILLA PARK, ILLINOIS

PROPOSAL NO. 16:23140-CP





ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, Illinois 60089
(847) 279-0366

ECS Midwest, LLC
9824 Industrial Drive, Suite C
Bridgeview, Illinois 60455
(708) 430-1071

ECS MIDWEST, LLC "One Firm. One Mission."
Geotechnical • Construction Materials • Environmental • Facilities

June 7, 2023

Brian Roche
Village of Villa Park
338 North Iowa Avenue
Villa Park, IL 60181

ECS Proposal No. 16:23140-CP

Reference: Proposal for Construction Materials Observation and Testing, Lions Community Center, 320 E. Wildwood Ave, Villa Park, IL 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this proposal for providing construction materials observation and testing services for the Lions Community Center located at 320 E. Wildwood Ave, Villa Park, Illinois. This proposal will provide details of our qualifications as well as provide our Scope of Services, Unit Rates and Estimated Cost based on our review of the information provided. **ECS is the Geotechnical Engineer of Record for the project, as such we are familiar with the site conditions and better suited to assist with difficult and unusual circumstances.**

ECS is qualified to provide these services based on the following:

- On-staff, experienced Professional Engineers (P.E.'s), playing a key role in reviewing all field and laboratory testing reports; (as required in project specifications)
- Numerous ICC and IDOT certified technicians on-staff and Master Special Inspectors;
- AASHTO accredited laboratory participating in proficiency sample testing program with AMRL and CCRL and meeting the general requirements of ASTM E-329;
- Unique and proprietary reporting system that sets the standard for the industry. Field and laboratory reports are submitted to as many as 100 recipients via e-mail within 24 to 36 hours of the performance date. Our typed electronically e-mailed field and laboratory reports with photographs, location diagrams and associated supporting documents are only distributed after reviewed by the project manager and project engineer.

PROJECT OVERVIEW

We understand the project will consist of the following:

- Construction of a new two-story building approximately 37,681 SF, supported on a shallow foundation system bearing on soils.
- Sitework will consist of new sidewalks and curb/gutter, and pavement construction.

We have reviewed the following information during the preparation of this proposal:

- 95% Construction Documents dated May 24, 2023.

A detailed scope of services for this project is outlined in this proposal and will generally consist of materials and observation and testing services related to foundations, concrete, masonry, structural steel, and asphalt paving.

1575 Barclay Boulevard, Buffalo Grove, IL 60089 • T: 847-279-0366 • F: 877-694-8710 • www.ecslimited.com
ECS Florida, LLC • ECS Mid-Atlantic, LLC • ECS Midwest, LLC • ECS Southeast, LLP • ECS Southwest, LLP

Earthwork/ Mass grading portion of the scope is completed under ECS proposal #22217.Rev so this proposal does not include the earthwork elements.

A construction schedule was not provided at this time.

Our services will be invoiced on a time and material basis using the unit rates and terms included with this proposal. A budget estimate has been prepared and presented in this proposal based on experience with similar projects and the information reviewed. The cost of our services are directly related to project sequencing, contractor pace of work, weather and the overall construction progress which are beyond our control.

The total estimated cost is summarized below:

	Proposed Scope of Service	Individual Service Estimated Cost
1.	Construction Materials Observations and Testing (CMOT) Services	**$25,937.50** (billed per unit rates)

ECS QUALIFICATIONS

LABORATORY QUALIFICATIONS

Both locations of ECS in the Chicago area carry laboratory accreditations indicating our commitment to internal quality control processes.

Buffalo Grove, Illinois Location

Our main regional office in Buffalo Grove, Illinois, meets the general requirements of ASTM E329 and is accredited by U.S. Army Corps of Engineers and AMRL and CCRL for various test methods and was reviewed by IDOT for conformance with IDOT requirements for laboratories providing testing of concrete, soil and hot mix asphalt. For AMRL and CCRL the accreditations cover testing/services related to the following:

- **Quality Management System** - accredited since 6/9/2003;
- **Asphalt Mixture** - accredited since 6/24/2003;
- **Soil** - accredited since 6/9/2003;
- **Aggregate** - accredited since 6/9/2003;
- **Sprayed Fire-Resistive Material** - accredited since 1/23/2012;
- **Concrete** - accredited since 4/22/2004;
- **Masonry** - accredited since 7/14/2011;

Bridgeview, Illinois Location

Our Bridgeview office also meets the general requirements of ASTM E329 and is accredited by Construction Materials Engineering Council, Inc. (CMEC) for various ASTM and AASHTO test methods. The test methods are outlined in the CMEC Website at www.cmec.org as shown below:

CMEC

This is to certify that this laboratory has been accredited for technical competence and found to meet the requirements for performing the test methods listed below for the inspection and testing of construction materials.

ECS Midwest, LLC
9824 Industrial Drive, Unit C
Bridgeview, IL 60455
United States

Reinspection Due Date: 1/24/2018
Accreditation ID: 1004531

AASHTO R18

Aggregate
ASTM Methods: ASTM C117, ASTM C136, ASTM C566, ASTM C702
AASHTO Methods: AASHTO R76, AASHTO T11, AASHTO T255, AASHTO T27

Concrete
ASTM Methods: ASTM C1064, ASTM C1231, ASTM C138, ASTM C143, ASTM C172, ASTM C173, ASTM C231, ASTM C31, ASTM C39, ASTM C511, ASTM Specification C1077 - Concrete, ASTM Specification E329 - Concrete
AASHTO Methods: AASHTO M201, AASHTO R60, AASHTO T119, AASHTO T121, AASHTO T152, AASHTO T196, AASHTO T22, AASHTO T23, AASHTO T309

Soil
ASTM Methods: ASTM D1140, ASTM D1557, ASTM D2216, ASTM D2487, ASTM D2488, ASTM D421, ASTM D422, ASTM D4318 (1), ASTM D4318 (2), ASTM D698, ASTM Specification D3740 - Soil, ASTM Specification E329 - Soil
AASHTO Methods: AASHTO R58, AASHTO T180, AASHTO T265, AASHTO T88, AASHTO T89, AASHTO T90, AASHTO T99

Accreditation Date: 3/9/2017 **Expiration Date: 4/24/2018**

David A. Savage
David A. Savage
Director of Accreditation

The current scope of accreditation can be obtained by viewing the CMEC Directory of Accredited Laboratories (www.cmec.org)

Christopher J. Robinson
Christopher J. Robinson, P.E.
Executive Director

TECHNICIAN QUALIFICATIONS

Many ECS technicians have over 10 years of experience in construction materials testing and multiple certifications including **ICC Special Inspector (meeting IBC Special Inspection requirements)**, PTI (Post Tension Institute) and IDOT (as shown in the table below). Our technician selection would be based on skill, ability, certifications and required services for the project.

A table is provided below summarizing the certifications for representative ECS field technicians:

Technician Name	ACI Level 1	IDOT PCC I	IDOT PCC II	IDOT HMA I	IDOT HMA II	IDOT HMA III	IDOTS-33(Soil)	ICC Masonry	ICC Concrete Reinforced	ICC Soils	ICC Fireproofing	ICC Welding	ICC Steel and Bolting	Certified Welding Inspector (CWI)	PT Level I/II	Ultrasonic Level II	Floor Flatness	Other
Perrie Klaja	X	X		X	X		X	X			X	X	X	X				IDOT Bridge Inspector
Rey Velazquez	X	X	X	X			X	X		X					X			
Jon Wharton	X	X	X	X	X		X	X	X	X			X		X		X	NICET Level I
Willie Gibbs	X	X		X	X		X								X		X	
Paresh Kadakiya	X	X		X	X		X											IDOT Bridge Inspector
Paul Lyman	X	X		X	X		X			X								
Ed Dore'	X		X	X					X		X				X			
Richard Sippel	X	X	X	X	X		X	X	X	X	X		X		X			
Adrian Allen	X	X		X			X				X				X			
Leslie Wilson	X	X	X				X											
Michael Stone	X	X												X				
Frank Cermak	X	X					X											
Kevin Mose	X	X		X	X		X								X			
Subhash Modi	X	X	X	X	X	X	X	X	X	X	X	X	X		X			ICC Master Special Inspector

We believe ECS has the capabilities to service this project based on the following:

- Review of field reports by Professional Engineers with the experience and knowledge to provide solutions when required;
- Electronic reports that meet the intent of the reporting required by typical building codes;
- Accredited laboratory – AMRL, CCRL (see above);
- Certified and experienced field and laboratory technicians (ICC/IDOT);

ECS field and laboratory technicians hold numerous ICC, ACI, NICET and/or IDOT certifications in soil, concrete masonry, bituminous, fireproofing, structural steel testing and post-tensioning observation. The technician(s) assigned to this project would be experienced and certified to test and observe the materials placed on this project. We can provide you with the resume and certifications of the personnel assigned to this project, prior to the start of our activities on site.

The engineering technician is under the supervision of a Project Engineer, who is responsible for monitoring job progress, ECS performance, and project status and budget. The Project Engineer is responsible to a Principal Engineer, who regularly monitors progress and provides additional technical expertise for unusual or difficult circumstances. We anticipate that the Project Engineer will review the progress of the project daily, while the Principal Engineer will provide technical direction where required.

UNIT RATE SCHEDULE AND TOTAL ESTIMATED COST

The proposed scope of services included as Appendix I will be billed in accordance with the unit rate schedule provided as Appendix II of this proposal. It is our belief that all requested services have been included in our unit price list and accounted for in our estimated cost. Should supplemental services be deemed necessary at a later date, they would be invoiced at the rate noted on the ECS fee schedule in effect at that time, unless otherwise agreed upon in advance.

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 timesthe normal hourly rate indicated above.

All site visits will be subject to a 4 hour minimum (on-site) and above noted mileage and travel time will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Saturdays and Sundays may be subject to an immediate 8 hour minimum and travel related charges. Scheduling should occur prior to 3:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services. A $250 charge will be assessed for cancellations made within 2 hours prior of scheduled visit.

This total estimated cost proposal has been prepared for your budgeting purposes and is the product of careful consideration of all information available to us during preparation of this proposal.

EXCLUSIONS

The Estimated Cost provided herewith represents standard construction materials testing services and does not include costs associated with the following:

- deviations from the assumed quantities and timeframes presented in this proposal;
- site visits for the specific task of retesting failed tests;
- overtime beyond our contingency or on Saturdays (unless clearly identified in our Estimated Cost);
- Minimum charges associated with the cancellation of our services;
- Engineering associated with extraordinary site conditions;
- Costs associated with security clearance/safety orientation;

Should costs associated with these items be incurred, they will be invoiced in accordance with the Project Unit Rate schedule provided as Appendix II and will be considered an extra to our cost estimate.

BUDGET ESTIMATE
Construction Materials Testing

Structure					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Foundation Concrete)	5	trips at	8	hours/trip	40	HR	$115.00	$4,600.00
Engineering Technician (Compaction/Concrete Slab)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (Masonry)	4	trips at	6	hours/trip	24	HR	$115.00	$2,760.00
Structural Steel Technician, CWI	4	trips at	8	hours/trip	32	HR	$120.00	$3,840.00
Concrete/Masonry Compressive Strength	14	sets of	5	cylinders	70	EA	$18.00	$1,260.00
Sample Pickup	6	trips at	1.5	hour/trip	9	HR	$115.00	$1,035.00
Trip Charge (mileage/truck)					22	EA	$60.00	$1,320.00
							ESTIMATED COST:	**$17,575.00**

Sitework					Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Proofroll/Compaction)	1	trips at	8	hours/trip	8	HR	$115.00	$920.00
Engineering Technician (Concrete C&G/ Sidewalk)	3	trips at	8	hours/trip	24	HR	$115.00	$2,760.00
Engineering Technician (HMA Pavement)	1	trips at	6	hours/trip	6	HR	$115.00	$690.00
Concrete Compressive Strength	3	sets of	5	cylinders	15	EA	$18.00	$270.00
Sample Pickup	1	trips at	1.5	hour/trip	1.5	HR	$115.00	$172.50
Nuclear Gauge					2	DAY	$25.00	$50.00
Trip Charge (mileage/truck)					6	EA	$60.00	$360.00
							ESTIMATED COST:	**$5,222.50**

Project Management/Site Visits/Report Preparation					Quantity	Units	Unit Cost	Est.Total
Project Manager					11	HR	$165.00	$1,815.00
Principal Engineer					5	HR	$205.00	$1,025.00
Field Services Secretary					5	HR	$60.00	$300.00
							PROJECT MANAGEMENT:	**$3,140.00**
							TOTAL ESTIMATED COST:	**$25,937.50**

The estimated cost for materials testing services as noted is **$25,937.50** as a base budget. It is important to note that this figure was determined through careful consideration of the scope of services required, our review of the information provided, and the rate of progress expected at this time. Because we are unable to control the actual rate of progress, we would only consider this estimate a not-to-exceed amount contingent upon strict adherence to the schedule duration's and scope of services used as a basis in this proposal. You will only be invoiced for units utilized. We will monitor our costs and inform you should the actual total approach the estimate provided.

BILLING AND CONTRACT CONDITIONS

Invoices will be issued on a monthly basis and will provide a week by week breakdown of billing units, unless modified by request of the client. Upon request, ECS can provide a separate invoice for services provided outside of the proposed scope of work. Invoices are normally processed on or around the 10th of each month and represent costs incurred during the previous month. These invoices will also display a monthly cumulative summary of project costs to date. This monthly summary will serve as a means of monitoring expenses as they relate to job progress.

SUMMARY AND ACCEPTANCE

Attached to this letter, and an integral part of our proposal, are our "Terms and Conditions of Service". These conditions represent the current recommendations of the ASFE/The Geo-Professional Business Association, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers. Should these services be authorized without receiving a written copy of this contract, the terms and conditions of this contract shall, nevertheless be in effect, even in the absence of a written acceptance by you.

Our insurance carrier requires that we receive written authorization prior to initiation of work, and a signed contract prior to the release of any work product. This letter is the agreement for our services. Your acceptance of this proposal may be indicated by signing and returning the enclosed copy to us.

We are pleased to have this opportunity to offer our services and look forward to working with you on the project.

Respectfully,

ECS MIDWEST, LLC

Anand Sampath, P.E.
Senior Project Manager

Jay Naik, P.E.
CMT Manager/Principal

Attachments:
Appendix I - Scope of Services
Appendix II - Project Unit Rates
Appendix III - ECS Company Information/Qualifications
Appendix IV - Proposal Acceptance and ECS Terms and Conditions

APPENDIX I - SCOPE OF SERVICES

A. Cast-in-Place Concrete:
1. Test and report concrete for compliance with the provisions of ACI 318, 301, 214, 304, 305 and 306, local building codes, generally accepted construction practices, and specific project requirements.
2. Observe placement of reinforcing steel and document proper size, grade, spacing cover, cleanliness, length, location and type of splices, and report compliance with project plans and specifications.
3. Observe placement of concrete and document procedures with regard to forming, vibration, and curing.
4. Sample concrete at the frequency stated in the project specifications and perform the following tests and functions:
   - Confirm mix design
   - Slump
   - Air Content
   - Temperature
   - Batch-to-placement time
   - Cast test cylinders

   Sampling, testing, and curing of specimens in the field shall be performed in accordance with applicable ASTM guidelines and project requirements. Additional tests shall be performed as needed in the event deficiencies are encountered. Compliance with extreme weather procedures will also be documented.
5. Cure and test concrete cylinders in the laboratory as directed by the project specifications and in accordance with ACI 318, ASTM C-31 and C-39.
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Masonry:
1. Periodically observe procedures and materials to document compliance with ACI 530.1, Contract Documents and sound construction practices.
2. Obtain grout prisms as required in the specifications, and test grout for compressive strength as specified in ASTM C 1019.
3. Obtain mortar cylinders as required in the specifications, and test mortar for compressive strength as specified in ASTM C 780.
4. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

C. Structural Steel Connections:
1. Document welder certifications to confirm that all welders have current certifications for welding operations that they perform.
2. Perform the following functions related to structural steel erection in the field:
   - Visual observation of welded and bolted connections.
3. Visual examination of steel deck installation to document installation, i.e. bearing, side and end lap, puddle welds, etc.
4. Visual examination of steel joists to document conditions and installation in accordance with the project specifications and the Steel Joist Institute.
5. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

D. Bituminous Concrete:

1. Observe proof rolling of exposed subgrade and/or aggregate subbase material and suggest and observe corrective action at excessively soft areas prior to placement of bituminous concrete.
2. Observe placement, rolling operations and temperature of paving mixture at time of placement.
3. Perform appropriate measurements and tests to document of bituminous concrete density using a nuclear density gauge. Materials theoretical maximum density "Big D" value to be provided by the paving contractor or material supplier for our use in calculating the percent compaction.
4. Observe of bituminous concrete thickness during paving operations before and after compaction.
5. Provide testing services at the asphalt batch plant, if required;
6. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

E. Routine Project Management and Reporting:
1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

APPENDIX II - PROJECT UNIT RATES

MATERIALS TESTING PROJECT UNIT RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 115.00/hour
2. Structural Steel Technician	$ 120.00/hour
3. Trip Charge (mileage) & Daily Vehicle Charge	$ 60.00/trip
4. Sample Pick Up	$ 115.00/hour
5. Nuclear Density Gauge	$ 25.00/day

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$ 165.00/hour
2. Principal Engineer	$ 205.00/hour
3. Secretary	$ 60.00/hour

LABORATORY and RELATED SERVICES	
1. Compressive strength testing, curing & disposal of concrete cylinders	$ 18.00/each
2. Compressive strength testing of mortar/grout specimens (masonry)	$ 18.00/each
3. Modified/Standard Proctor Moisture Density Relationships	$ 150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Bridgeview, Illinois with a trip charge (mileage) and daily vehicle charge of $60 and 1.5 hours of round-trip travel time (including overtime) to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum (on-site time) and above noted travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, 8 hour and travel related charges will apply. Saturday are subject to an immediate 8 hour minimum. Scheduling should occur prior to 4:00 p.m. on the day before services are required. It is the responsibility of a designated agent, such as the general contractor, to contact us in advance when requesting services.

APPENDIX III
COMPANY INFORMATION/QUALIFICATIONS

ECS COMPANY QUALIFICATIONS

ECS Midwest, LLC is part of the ECS Group of companies that was founded in 1988. The ECS Group was ranked by ENR as the 64th largest engineering firm in the United States for 2022 (ENR April 2022). There are 6 primary operating companies in the ECS Group with 65 engineering offices in 12 states, as well as various other independent affiliates.

ECS Midwest, LLC specializes in the related fields of geotechnical, environmental, and construction materials engineering. Our staff includes registered professional engineers and geologists, certified laboratory technicians and construction inspectors, field engineers, and support personnel.

We have earned a reputation for being highly responsive and a problem solver. A brief description of our groups follows:

- Our **Geotechnical Group** has performed subsurface explorations on numerous projects. It has provided extensive value engineering services for foundation design through use of the pressure meter. In addition, we have implemented earth retention system monitoring programs on many deep excavation projects and consulted on ground-water control and designed wall and under slab drainage systems.

- Our **Construction Materials Group** has provided testing and inspection services on thousands of projects, with scopes of work reflecting our ability to follow projects from earthwork phases through roofing construction, including such complex activities as adjacent facility monitoring.

- Our **Environmental Group** acts both independently in performing assessments and other environmental activities, and in conjunction with our other departments in evaluating emerging environmental situations on sites under construction.

To assure top quality field personnel, we have developed our own in-house training and certification programs, and we require certifications from outside agencies such as the American Concrete Institute (ACI), the American Welding Society (AWS), International Code Council (ICC) and the Roofing Industry Educational Institute (RIEI). Our testing laboratories are accredited by IDOT, AASHTO Materials Reference Laboratories (AMRL) and CCRL.

Our reporting systems are fully automated using proprietary database software. We produce and process final field and laboratory reports with the highest efficiency and speed. ECS operates in a very competitive market. As such, we have come to place great emphasis on providing high-quality services to meet specific client needs. The expectations of our clients are the basis for our high standards, and we maintain those standards throughout each project we serve.

ELECTRONIC PAPERLESS REPORTING

ECS field technicians utilize our proprietary Field Report and Electronic Distribution (FRED) system. FRED is a completely electronic system making it a quick, efficient and accurate process. Using a LAPTOP, the Field Technician writes the report on the construction site and transmits it to the office. The Project Manager/Principal Engineer then reviews and approves the report.

With FRED, ECS daily field reports and laboratory reports are generally submitted and on your desk in electronic format within 24 to 36 hours of the performance date. The implementation of electronic distribution has significantly improved efficiency in the review and approval process of reports through the office, while allowing ECS engineering staff to efficiently monitor progress of the project.

What FRED means for our clients:

- **S**peed
- **A**ccuracy
- **V**alue
- **E**fficiency



ECS Field Technician performs tests on materials at the job site, recording the test results directly into a LAPTOP/TABLET.



Test results are transmitted to the office for review by the ECS Project Engineering team by way of cellular phone *before leaving the job site.*



Test reports are reviewed and transmitted to the client within 24 to 36 hours after tests have been completed in the field.

"Setting the Standard for Service"

SAFETY

Safety has always been a top priority at ECS but in 2010 we launched a new initiative to entrench safety as a core value and an integral part of our culture. The STAR initiative places safety at the forefront of everything we do.



Adopting the principles of behavior-based safety, STAR focuses on reinforcing safe practices and increasing safety awareness. We conduct regular safety observations, make safety part of every meeting, hold monthly workshops in every office to train and share ideas for safer work practices, and track leading indicators that enable us to better anticipate at-risk situations and prevent accidents and injuries. As a result, we have lowered our recordable incident rate by over 50% so far, bettering the industry average.

STAR is led by our full-time Director of Corporate Safety Services and supported by all ECS operational managers and local branch safety managers. Yet a distinctive of our safety culture is the grassroots engagement of employees at all levels who help us define safer work practices and improve the overall process. We understand that the best safety cultures are driven by employee commitment, not just compliance.

STAR includes many of the same components of world-class safety programs, such as:

- Activity hazard analyses and pre-task planning
- Weekly, monthly, and annual refresher field and supervisory training, including:
  - Radiation safety for non-users
  - Fall protection
  - Defensive driving
  - Hazardous waste operations and emergency response
  - Materials handling
- Regular onsite safety observations
- Monthly office safety observations
- Radiation safety

At ECS, we believe that "Nothing we do is worth getting hurt."

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
ECS MIDWEST, LLC,
for the furnishing of
PROFESSIONAL SERVICES
related to
CONSTRUCTION MATERIAL TESTING RELATED TO EXCAVATION FOUNDATION AND MASS GRADING
for the
LIONS PARK RECREATION CENTER PROJECT

THIS AGREEMENT made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and ECS MIDWEST, LLC, hereinafter referred to as the "CONSULTANT," has been prepared and executed to provide for professional consulting and engineering services for the provision of construction material observation and testing services related to excavation foundation and mass grading for the Lions Park Recreation Center Project in the Village of Villa Park, 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 Consulting Services.

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

A. THE CONSULTANT AGREES:

1. The CONSULTANT shall serve as the VILLAGE'S professional consultant in those phases of the PROJECT to which this AGREEMENT applies and shall perform the consulting services described in its proposal dated May 25, 2023, identified as "ECS Proposal No. 16:22217-CP.Rev1" ("Proposal"), attached hereto as Exhibit A and made a part hereof ("Consulting Services").

2**.** The CONSULTANT will perform Consulting Services under this AGREEMENT in accordance with generally accepted and currently recognized planning 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 CONSULTANT 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 Consulting 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 CONSULTANT.

3. The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 $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 CONSULTANT 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 CONSULTANT; or automobiles owned, leased, hired or borrowed by the CONSULTANT. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.

(b) The CONSULTANT'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 CONSULTANT'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 CONSULTANT'S insurance shall contain a severability of interests' clause or language stating that the CONSULTANT'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 CONSULTANT 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 CONSULTANT 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.

4. To the fullest extent permitted by law, the CONSULTANT 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 acts, errors or omissions or willful misconduct of the services by the CONSULTANT, its employees, or subcontractors, or which may in any way result therefor, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The CONSULTANT shall, at its own expense, appear, defend and pay all reasonable charges of attorneys and all reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, agents, employees and volunteers, in any such action, the CONSULTANT 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 CONSULTANT'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

5. Any insurance policies required by this AGREEMENT, or otherwise provided by the CONSULTANT, 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.

6. The CONSULTANT 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 CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT 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 CONSULTANT 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.

7**.** The CONSULTANT 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 Consulting Services herein described.

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

9. The VILLAGE may, at any time, by written order to the CONSULTANT (Suspension of Services Order) require the CONSULTANT to stop all, or any part, of the Consulting Services required by this AGREEMENT. Upon receipt of such an order, the CONSULTANT 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 CONSULTANT 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.

10. This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the CONSULTANT, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the CONSULTANT shall be paid for any Consulting Services completed and any Consulting Services partially completed. All documents, applications, 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 CONSULTANT shall deliver to the successor VILLAGE all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the PROJECT.

11. This AGREEMENT may be terminated immediately by the VILLAGE upon written notice to the CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT under any other federal or state law in effect at the time relating to bankruptcy or insolvency.

c. If the CONSULTANT makes a general assignment for the benefit of creditors;

d. If a trustee, receiver, custodian or agent of the CONSULTANT is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the CONSULTANT 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 CONSULTANT'S creditors;

e. If the CONSULTANT admits in writing an inability to pay its debts generally as they become due.

12. Upon termination, the CONSULTANT shall deliver to the VILLAGE, copies of partially completed documents, applications, plans, 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 CONSULTANT shall be paid for all Consulting 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 CONSULTANT.

13. The CONSULTANT is qualified technically and is conversant with the policies applicable to the performance of subject consultation and that sufficient, properly trained, and experienced personnel will be retained to perform the Consulting Services enumerated herein.

14. The CONSULTANT will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the CONSULTANT'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.

15. The CONSULTANT warrants that he has not employed or retained any company or person, other than an employee working solely for the CONSULTANT, 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.

16. The CONSULTANT, during the period commencing upon the execution of this Agreement and concluding one (1) year following the completion of the PROJECT, shall not accept employment from any developer developing land within the VILLAGE or any contractor, subcontractor or material supplier performing work or supplying material to the VILLAGE without the express written consent of the VILLAGE.

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

18. All PROJECT deliverables, including drafts of said PROJECT deliverables, created or modified by the CONSULTANT relating in any manner to the work performed by the CONSULTANT or by anyone else and used by the CONSULTANT in performance of the Consulting 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 CONSULTANT hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the PROJECT deliverables, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The CONSULTANT grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name for use on the PROJECT. The CONSULTANT 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 CONSULTANT further grants to the VILLAGE full and complete ownership of the PROJECT deliverables. The CONSULTANT shall not use the PROJECT deliverables 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 CONSULTANT shall deliver to the VILLAGE all copies of PROJECT deliverables relating or pertaining to this AGREEMENT.

20. The reports and any other PROJECT deliverables prepared by the CONSULTANT in connection with the Consulting Services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The CONSULTANT shall have the right to retain copies of all PROJECT deliverables for its files. Furthermore, it is understood and agreed that the PROJECT deliverables prepared for the PROJECT, whether in hard copy or machine-readable form (PDF), 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 deliverables, without the express written consent of the CONSULTANT, shall be at the VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The CONSULTANT shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the CONSULTANT'S promotional and professional materials. The CONSULTANT'S materials shall not include the VILLAGE'S confidential and proprietary information.

21. The CONSULTANT 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 CONSULTANT shall treat such information at all times as confidential. The CONSULTANT acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT 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 Consulting Services being performed by the CONSULTANT under this AGREEMENT which are created, designed, enhanced by the CONSULTANT 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 CONSULTANT'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 CONSULTANT 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 CONSULTANT shall immediately return said items to the VILLAGE upon termination of the CONSULTANT'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 CONSULTANT 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 CONSULTANT, for the Consulting Services above described, on a time and material basis, at an estimated total cost of $15,135.00, using the following unit rates and terms as set forth in CONSULTANT'S Proposal:

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$115.00/hour
2. Structural Steel Technician	$120.00/hour
3. Trip Charge (mileage)	$30.00/trip
4. Nuclear Density Gauge Charge	$25.00/each
5. Sample Pick Up	$112.00/hour
6. IEPA CCDD LPC-662/663	$2,200.00/each

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$145.00/hour
2. Principal Engineer	$205.00/hour
3. Secretary	$60.00/each

LABORATORY and RELATED SERVICES	
1. Concrete/Masonry Compressive Strength	$18.00/each
2. Modified Proctor Moisture Density Relationships ASTM D-1557	$150.00/each

The Consulting Services described in the Proposal would be rendered portal-to-portal from CONSULTANT'S office in Buffalo Grove, Illinois, with a trip charge (mileage) of $40 and 1 hour of travel round-trip charged as travel-related expenses to normalize CONSULTANT'S travel to the project site. CONSULTANT'S unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Hours on Sundays and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate indicated above. Since it is difficult for CONSULTANT to estimate the amount of weekend work on a project of this duration, CONSULTANT would consider work on weekends or holidays an extra to the contract. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum plus the above noted travel related charges will apply (travel time and mileage). CONSULTANT'S technicians are

represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required.

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

3. Payment of CONSULTANT'S Fee. The VILLAGE, for and in consideration of the rendering of the Consulting Services enumerated herein shall pay to the CONSULTANT for rendering such Consulting Services the fee hereinbefore established in the following manner:

a. Upon receipt of monthly statements from the CONSULTANT and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the CONSULTANT 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.*).

C. IT IS MUTUALLY AGREED:

1. The CONSULTANT shall render its services as expeditiously as is consistent with professional skill and care. During the course of the PROJECT, anticipated and unanticipated events may impact any Project schedule. The CONSULTANT will attempt to make the VILLAGE aware of events that will impact the PROJECT schedule.

2. The CONSULTANT 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 CONSULTANT 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 CONSULTANT.

3. 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.

4. Written notices between the VILLAGE and the CONSULTANT 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
cc: Director of Community Development

b. If to the CONSULTANT:

ECS Midwest, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089
Attn: Brett Gitskin, 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.

5. 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 CONSULTANT.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 CONSULTANT

1. The CONSULTANT certifies that the CONSULTANT, its shareholders holding more than five percent (5%) of the outstanding shares of the CONSULTANT, 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT in its efforts to comply with such Act and Rules and Regulations, the CONSULTANT 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) CONSULTANT (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 CONSULTANT will retain such certifications in its files.

(9) In the event of the CONSULTANT'S non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the CONSULTANT 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 CONSULTANT 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 CONSULTANT'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 CONSULTANT'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, forebearance, 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 CONSULTANT.

l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forebearance, 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 CONSULTANT 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 CONSULTANT shall review its records and promptly produce to the VILLAGE any records in the CONSULTANT'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 CONSULTANT 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 _____, 2023.

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

By _____
Nick Cuzzone, Village President

ATTEST

By _____
Village Clerk

Executed by the CONSULTANT, this ____ day of _____, 2023.

ECS MIDWEST, LLC
1575 Barclay Boulevard
Buffalo Grove, IL 60089

By _____
Brett Gitskin, President

EXHIBIT A
ECS Proposal No. 16:22217-CP.Rev1
Dated May 25, 2023

May 25, 2023

Mr. Brian Roche
Village of Villa Park
20 S Ardmore Avenue
Villa Park, IL 60181-2696

ECS Proposal No.16:22217-CP.Rev1

Reference: Construction Materials Testing and Observation Services, Lions Community Center, 338 N. Iowa Ave, Villa Park, IL, 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this unit rate proposal for construction monitoring and testing services at the above referenced project. We understand our services will generally include observation and testing related to Excavation Foundation and Mass Grading. We have included a basic scope of services with this letter, which is typical of materials testing services required for a project of this size and magnitude. Our estimated budget is based on the information provided and the number of site visits have been estimated based on your budget requirements. Visits above and beyond those estimated here-in will be billed in accordance the Fee Schedule listed below.

The services described above would be rendered portal-to-portal from our office in Buffalo Grove, Illinois. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 40 hours/week, outside normal hours and will be invoiced at a rate of 1.5 times the normal hourly rate indicated Services on Sundays and Holidays will be invoice and 2.0 times the normal hourly rates indicated. All site visits will be subject to a 4 hour minimum and travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. A minimum charge of $250 will be assessed for same day cancellations

Our insurance carrier requires that we receive written authorization prior to initiation of work. This letter is the agreement for services. Your acceptance of this proposal may be indicated by signing and returning one copy to us. Issuance of a purchase order, or other types of notices to proceed (verbal, written or electronic), implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal. We are pleased to have this opportunity to offer our services and look forward to continuing our work with you on the project.

Respectfully,
ECS MIDWEST, LLC

Ahmed Ibrahim.
Intern

Jay Naik, P.E.
Principal Engineer

Enclosures: Acceptance Form, General Conditions of Service, Fee Schedule, Estimated Budget

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES		UNIT RATE
1. Engineering Technician	$	115.00/hour
2. Structural Steel Technician	$	120.00/hour
3. Trip Charge (mileage)	$	30.00/trip
4. Nuclear Density Gauge Charge	$	25.00/each
5. Sample Pick Up	$	112.00/hour
6. IEPA CCDD LPC-662/663	$	2,200.00/each

ENGINEERING/ADMINISTRATIVE SERVICES		
1. Project Manager/Engineer	$	145.00/hour
2. Principal Engineer	$	205.00/hour
3. Secretary	$	60.00/each

LABORATORY and RELATED SERVICES		
1. Concrete/Masonry Compressive Strength	$	18.00/each
2. Modified Proctor Moisture Density Relationships ASTM D-1557	$	150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Buffalo Grove, Illinois, with a trip charge (mileage) of $40 and 1 hour of travel round-trip charged as travel-related expenses to normalize our travel to the project site. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. **Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Hours on Sundays and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate indicated above. Since it is difficult for us to estimate the amount of weekend work on a project of this duration, we would consider work on weekends or holidays an extra to the contract**. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum plus the above noted travel related charges will apply (travel time and mileage). ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required.

SCOPE OF SERVICES

A. Earthwork/Foundations:

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill and slab-on-grade base course in accordance with project specifications. Testing may include:
    - Proctor Moisture Density Relationships ASTM D-698, D-1557
2. Observe excavation operations to document removal of unsuitable materials including debris, unsuitable soils, and topsoil.
3. Observe proofrolling of exposed soils prior to placement of engineered fill.
4. Observe and test engineered fill placed to develop subgrade for building pad.
5. Observe placement of slab-on-grade base course material to test compliance with project requirements. Perform in-place density tests as required by project specifications and test each lift for compaction.
6. Where deficiencies are noted during fill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
7. Document that dimensions of foundation elements and report compliance with design specifications and approved drawings.
8. Document the bearing conditions of soils at foundation element subgrades.
9. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Routine Project Management and Reporting:

1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

BUDGET ESTIMATE
Material Testing Services

Foundation/Mass Grading		Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Foundation Excavation)	10 trips at 8 hours/trip	80	HR	$115.00	$9,200.00
Engineering Technician (Mass Grading)	6 trips at 5 hours/trip	30	HR	$115.00	$3,450.00
Trip Charge (mileage/truck)		16	TRIP	$40.00	$640.00

ESTIMATED COST: $13,290.00

Project Management		Quantity	Units	Unit Cost	Est.Total
Project Manager/Engineer		6	HR	$205.00	$1,230.00
Principal Engineer		3	HR	$145.00	$435.00
Field Services Secretary		3	HR	$60.00	$180.00

PROJECT MANAGEMENT: $1,845.00

TOTAL ESTIMATED COST: $15,135.00

May 25, 2023

Mr. Brian Roche
Village of Villa Park
20 S Ardmore Avenue
Villa Park, IL 60181-2696

ECS Proposal No.16:22217-CP.Rev1

Reference: Construction Materials Testing and Observation Services, Lions Community Center, 338 N. Iowa Ave, Villa Park, IL, 60181

Dear Mr. Roche:

ECS Midwest, LLC is pleased to submit this unit rate proposal for construction monitoring and testing services at the above referenced project. We understand our services will generally include observation and testing related to Excavation Foundation and Mass Grading. We have included a basic scope of services with this letter, which is typical of materials testing services required for a project of this size and magnitude. Our estimated budget is based on the information provided and the number of site visits have been estimated based on your budget requirements. Visits above and beyond those estimated here-in will be billed in accordance the Fee Schedule listed below.

The services described above would be rendered portal-to-portal from our office in Buffalo Grove, Illinois. Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. Overtime beyond 40 hours/week, outside normal hours and will be invoiced at a rate of 1.5 times the normal hourly rate indicated Services on Sundays and Holidays will be invoice and 2.0 times the normal hourly rates indicated. All site visits will be subject to a 4 hour minimum and travel related charges will apply. ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. A minimum charge of $250 will be assessed for same day cancellations

Our insurance carrier requires that we receive written authorization prior to initiation of work. This letter is the agreement for services. Your acceptance of this proposal may be indicated by signing and returning one copy to us. Issuance of a purchase order, or other types of notices to proceed (verbal, written or electronic), implicitly acknowledges acceptance of the Terms and Conditions of Service and this proposal. We are pleased to have this opportunity to offer our services and look forward to continuing our work with you on the project.

Respectfully,
ECS MIDWEST, LLC

Ahmed Ibrahim.
Intern

Jay Naik, P.E.
Principal Engineer

Enclosures: Acceptance Form, General Conditions of Service, Fee Schedule, Estimated Budget

ECS MIDWEST, LLC

PROPOSAL ACCEPTANCE

Proposal No.: 16:22217-CP.Rev1
Scope of Work: Construction Materials Testing
Location: 338 N. Iowa Ave.
Villa Park, IL, 60181

Client Signature: _____ Date: _____

Please complete this page and return one copy of this proposal to ECS Midwest, LLC to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION

(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. Of Contact Person: _____

Party Responsible for Payment: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____
_____
_____

Telephone Number: _____
Fax Number: _____
E-mail Address: _____
Client Project/Account Number _____
Special Conditions for Invoice _____
Submittal and Approval _____

ECS MIDWEST, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MIDWEST, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Sub-consultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or sub-consultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or two (2) times the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the

CLIENT.) ECS does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, or any other statute.

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS Entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed

Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

< END OF TERMS AND CONDITIONS OF SERVICE >

MATERIALS ENGINEERING SERVICES RATES

FIELD SERVICES	UNIT RATE
1. Engineering Technician	$ 115.00/hour
2. Structural Steel Technician	$ 120.00/hour
3. Trip Charge (mileage)	$ 30.00/trip
4. Nuclear Density Gauge Charge	$ 25.00/each
5. Sample Pick Up	$ 112.00/hour
6. IEPA CCDD LPC-662/663	$ 2,200.00/each

ENGINEERING/ADMINISTRATIVE SERVICES	
1. Project Manager/Engineer	$ 145.00/hour
2. Principal Engineer	$ 205.00/hour
3. Secretary	$ 60.00/each

LABORATORY and RELATED SERVICES	
1. Concrete/Masonry Compressive Strength	$ 18.00/each
2. Modified Proctor Moisture Density Relationships ASTM D-1557	$ 150.00/each

The services described in this proposal would be rendered portal-to-portal from our office in Buffalo Grove, Illinois, with a trip charge (mileage) of $40 and 1 hour of travel round-trip charged as travel-related expenses to normalize our travel to the project site**.** Our unit rates are based on a normal 8-hour workday, Monday through Friday, between normal business hours of 7:00 a.m. to 3:30 p.m. **Overtime beyond 8 hours/day, outside normal hours and on Saturdays will be invoiced at a rate of 1.5 times the normal hourly rate indicated above. Hours on Sundays and Holidays will be invoiced at a rate of 2.0 times the normal hourly rate indicated above. Since it is difficult for us to estimate the amount of weekend work on a project of this duration, we would consider work on weekends or holidays an extra to the contract**. A $250.00 charge will be assessed for same day cancellations.

All site visits will be subject to a 4 hour minimum plus the above noted travel related charges will apply (travel time and mileage). ECS technicians are represented by IUOE Local 150. As such, for time on-site greater than 4 hours, an 8 hour minimum and travel related charges will apply. Scheduling should occur prior to 4:00 p.m. on the day before services are required.

SCOPE OF SERVICES

A. Earthwork/Foundations:

1. Perform appropriate laboratory testing on materials proposed for use as fill, backfill and slab-on-grade base course in accordance with project specifications. Testing may include:
    - Proctor Moisture Density Relationships ASTM D-698, D-1557
2. Observe excavation operations to document removal of unsuitable materials including debris, unsuitable soils, and topsoil.
3. Observe proofrolling of exposed soils prior to placement of engineered fill.
4. Observe and test engineered fill placed to develop subgrade for building pad.
5. Observe placement of slab-on-grade base course material to test compliance with project requirements. Perform in-place density tests as required by project specifications and test each lift for compaction.
6. Where deficiencies are noted during fill placement, suggest and observe remedial actions, including reworking and recompacting of materials.
7. Document that dimensions of foundation elements and report compliance with design specifications and approved drawings.
8. Document the bearing conditions of soils at foundation element subgrades.
9. Provide documentation of events in the field and notify the appropriate persons upon recognition of deficiencies.

B. Routine Project Management and Reporting:

1. Routine coordination of services with the project team and ECS field personnel.
2. Report preparation, review and submittal of Field and Material Test Reports by ECS Project Managers and Principal Engineers.
3. Administrative Services associated with invoices, pay applications, waivers, certified payroll and transmittal of reports.

BUDGET ESTIMATE
Material Testing Services

Foundation/Mass Grading		Quantity	Units	Unit Cost	Est.Total
Engineering Technician (Foundation Excavation)	10 trips at 8 hours/trip	80	HR	$115.00	$9,200.00
Engineering Technician (Mass Grading)	6 trips at 5 hours/trip	30	HR	$115.00	$3,450.00
Trip Charge (mileage/truck)		16	TRIP	$40.00	$640.00

ESTIMATED COST: $13,290.00

Project Management		Quantity	Units	Unit Cost	Est.Total
Project Manager/Engineer		6	HR	$205.00	$1,230.00
Principal Engineer		3	HR	$145.00	$435.00
Field Services Secretary		3	HR	$60.00	$180.00

PROJECT MANAGEMENT: $1,845.00

TOTAL ESTIMATED COST: $15,135.00

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Rich Salerno
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan

Suggested Action:
This resolution is to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan for the Village of Villa Park and naming Public Works Deputy Director Rich Salerno as the Village's representative. This plan is an update to the 2018 plan as they are required to be updated every 5 years. The DuPage County Board on June 27th, 2023 and the plan is Approved Pending Adoption (APA) with FEMA. Adoption of the plan is required to make the Village of Villa Park eligible for federal Hazard Mitigation Assistance (HMA) grant funding. Staff recommends approval of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

This item satisfies the Long-Term Complex Strategic Goal "Engage and be proactive in regional planning efforts and activities."

Attachments:
Memo- Resolution of the adoption of the DuPage Co Natural Hazard Mitigation Plan.docx
BoT_RESO -Adopt Natl Haz Mitigation Plan - appoint Salerno.docx

Memo

To: Mathew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

Date: July 20, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan

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In the beginning of this year, the Village worked with the DuPage County Homeland Security and Emergency Management Department to update the DuPage County Natural Hazard Mitigation Plan. This plan is required to be update every five years and is required to be eligible for federal Hazard Mitigtion Assistance (HMA) grant funding. The plan has been previously Approved Pending Apotion by FEMA and the County recently adopted the plan. Each governmental body particitpating in the plan must individually adopt the plan by resolution.

The plan assesses the risk and vulnerabilities that the County has as they relate to natural hazards such as tornados, severe summer and winter storms, flooding, etc. By adopting this plan, the Village of Villa Park will be egilible for federal funding but not obligated to complete any specific mitigation project.

Due to the size of the document, the final adopted plan can be found at https://www.dupagecounty.gov/government/departments/OHSEM/protect_dupage/natural_hazard_mitigation.php

RECOMMENDATION

Staff recommends approval of the resolution adopting the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mititgation Plan.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, to Adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan:

WHEREAS, the Village of Villa Park is subject to natural hazards, such as floods, severe summer and winter storms, tornadoes, and extreme heat events, that can threaten lives, damage property, close businesses, disrupt traffic, and present public health and safety hazards; and

WHEREAS, the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Village of Villa Park from the impacts of future hazards and disasters; and

WHEREAS, the Village of Villa Park has participated in the development and update of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan; and

WHEREAS, adoption by Village of Villa Park demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

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 preambles to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2: The terms and conditions of the Agreement are acceptable to the Village of Villa Park Village Manager and Attorney.

Section 3: The 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan is hereby adopted as an official plan of Village of Villa Park.

Section 4: Rich Salerno, Deputy Director of Public Works, is hereby appointed as the Village's designee for participating in the yearly annual reporting and five-year updating processes.

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

PASSED this ___ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this ___ day of _____, 2023.

_____
Village President

Attest: _____
Village Clerk

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:

A Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Certain Agreements with Enterprise FM Trust to Provide Fleet Management Services for the Village

Suggested Action:

This Resolution authorizes the Village Manager to execute the necessary agreements with Enterprise FM Trust for fleet management services. Due to deferring replacement of vehicles the Village is currently well behind schedule. At the current rate of replacement, we may soon hit a point where we may be unable at times to put people in a functioning vehicle as needed. Staff has researched the benefits of entering into an agreement with Enterprise Fleet Management, Inc. to update our rolling stock and negotiated these agreements. Staff recommends approval of the Resolution.

Attachments:

BOT- Memo - RESO - Enterprise Vehicle Lease Agreement.pdf
Resolution Authorizing Certain Agreements with Enterprise FM Trust for Fleet Management Services.docx
Exhibit A - Master Lease Agreement - Amended.pdf
Exhibit B - Consignment Auction Agreement for Sale of Customer Owned Vehicles.pdf
Exhibit C - Assignment Agreement to Sell customer owned.pdf

Memo

To: Village Board of Trustees and City Clerk

From: Matt Harline, Village Manager

Date: July 20, 2023

Re: Committee of the Whole Discussion on Leasing Vehicles

Summary: The Village has a number of vehicles that due to age require more maintenance, maybe less fuel efficient, and are often hand-me-downs from the police and not ideally suited for their current use (e.g. Dodge Chargers for Community Development). With the size of the fleet and the current replacement strategy we will soon hit a point where we may be unable at times to put people in a functioning vehicle as needed. Staff has researched the benefits of entering into an agreement with Enterprise Fleet Management, Inc. to update our rolling stock.

Background: The Village fleet currently consists of 47 cars including police and other SUVs. We also own 28 small trucks (small dump trucks, pickups, utility body trucks) and one 12-passenger bus. The remaining 18 vehicles in our fleet are heavy trucks or fire vehicles. We typically buy three new police cars and maybe a large vehicle and possibly another truck or two. In addition, there were several years when we bought nothing except patrol cars.

Several local municipalities have worked with Enterprise Fleet Management to improve the efficiency of their fleet by maintaining a regular replacement program. One of the advantages is that Enterprise works with the Village to resell the used vehicle at the point of maximum return – while the vehicle still has value for resale – but has not begun to need higher levels of maintenance.

In order to catch up on vehicle replacement, we have worked out possible scenarios for upgrading the fleet quickly, without putting too much of a burden on the budget. We will pay some extra money in the long run, as there is financing involved, however, we can adjust the number of cars we lease per year, and review our strategy on a regular basis so as to avoid a large payment in year four or five, before we begin to see resale credits. We also look to cut maintenance costs by keeping a younger fleet.

One other advantage in working with Enterprise is that their buying power in the market gets them access to vehicles faster than the Village as a single buyer. However, even Enterprise has seen the effect of the tighter supply chain. Therefore, there is some urgency to reach a decision in order to get the vehicles ordered in time to put them into service next fiscal year. The lead time on some vehicles is still over six months.

Finally, there are no obligations to continue with the program if we find it does not work for us. There is also an appropriations clause that allows us out of the contract, after making Enterprise whole on actual usage of the vehicles, but we would sacrifice much of the resale value that we had accrued. For this reason, it is important that we not dive in to far too fast. The tentative plan is to purchase twelve vehicles in the first year, pending Board approval.

Recommendation Action: Approval of the lease agreement with Enterprise Fleet Services for approval pursuant to Sourcewell contract #030122-EF.

RESOLUTION NO. _____

RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, AUTHORIZING CERTAIN AGREEMENTS WITH ENTERPRISE FM TRUST TO PROVIDE FLEET MANAGEMENT SERVICES FOR THE VILLAGE

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 of Illinois; and

WHEREAS, the Village participates in the Sourcewell Cooperative ("Sourcewell"), a national municipal contracting cooperative alliance formerly known as the National Joint Power Alliance Purchasing Cooperative, NJPA, a unit of government of the State of Minnesota, that provides a purchasing program for local government agencies and has awarded a joint purchase contract to Enterprise FM Trust for fleet management services, under contract #030122-EFM; and

WHEREAS, Section 2-220(b) of the Villa Park Municipal Code permits the procurement from the joint bidding results by a local governmental unit or agency thereof without conforming with the competitive bidding requirements of Chapter 2, Article II, Division 2 of the Villa Park Municipal Code; and

WHEREAS, the Village deems it desirable to contract with Enterprise FM Trust for fleet management services under the Sourcewell contract #030122-EFM, in order to provide fleet management services for the Village, including the lease of vehicles to be used by the Village and the sale of the Village's surplus vehicles; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4, the corporate authorities of the Village are expressly authorized to sell personal property in such manner as they may designate with or without advertising the sale when, in the opinion of a majority of the corporate authorities then holding office, the personal property is no longer necessary or useful to the Village; and

WHEREAS, pursuant to Section 11-61-3 of the Illinois Municipal Code, 65 ILCS 5/11-61-3, the Village is authorized to lease vehicles for public purposes pursuant to contracts that provide for the consideration for such lease to be paid in installments during a period not exceeding twenty (20) years and subject to a maximum interest limitation; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the citizens of the Village to contract with Enterprise FM Trust for fleet management services for the Village; and

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: That pursuant to Sourcewell contract #030122-EFM, the Village Manager is hereby authorized to execute the *Master Lease Equity Agreement* with Enterprise FM Trust ("Lease Agreement"), in substantially the same form as attached hereto as Exhibit A, as well as any and all other documents as may be necessary to effectuate the Lease Agreement and Enterprise FM Trust's performance of fleet management services for the Village, including the execution of the Consignment Auction Agreement and the Agreement to Sell Customer Vehicles, in substantially the form attached hereto as Exhibit B and Exhibit C, respectively.

Section 3: The officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated by this Resolution and the agreements approved herein.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023

_____
Village President

Attest: _____
Village Clerk

EXHIBIT A
Master Lease Equity Agreement

EXHIBIT B
Consignment Auction Agreement

EXHIBIT C
Agreement to Sell Customer Vehicles

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment within thirty (30) days after the end of the applicable Term, subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement. Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, use or operation of the Vehicles during the Term. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - $2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

State of Vehicle Registration	Coverage
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	$300,000 Combined Single Limit Bodily Injury and Property Damage per accident or $100,000 Bodily Injury Per Person Per Accident, $300,000 Per Accident and $50,000 Property Damage per accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $1,000 per accident - Collision and $1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under

this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantoror (g) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, The Crawford Group, Inc. or any direct or indirect subsidiary of The Crawford Group, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys' fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be $0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

Initials: EFM_____ Customer_____

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____	LESSOR: Enterprise FM Trust
	By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____	Signature: _____
By: _____	By: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____
_____	_____
Date Signed: _____, _____	Date Signed: _____, _____

Initials: EFM_____ Customer_____

enterprise
FLEET MANAGEMENT

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of July, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of July, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Village of Villa Park ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 11(a)(ii) first paragraph of the Master Equity Lease Agreement is amended to read as follows:

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of $10,000 per accident - Collision and $10,000 per accident - Comprehensive).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the day and year first above written.

_____	_____
Village of Villa Park (Lessee)	Enterprise FM Trust (Lessor) By: Enterprise Fleet Management, Inc., its attorney in fact
By_____	By_____
Title:_____	Title:_____
Date Signed:_____, _____	Date Signed:_____, _____

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and _____ (hereinafter referred to as "CUSTOMER") on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise is in the business of selling previous leased and rental vehicles at wholelsale auctions; and

B. The CUSTOMER is in the business of _____.

C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.

2. Power of Attorney: CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.

3. Assignments: Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.

4. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of $_____ ("Service Fee") plus towing at prevailing rates.

5. Sales Process: Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.

6. Time for Payment:

(a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

7. Indemnification and Hold Harmless: Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale ofall Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of $1,000,000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

"ENTERPRISE"		"CUSTOMER"	
Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date Signed:	_____, _____	Date Signed:	_____, _____

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and _____ (hereinafter referred to as "CUSTOMER"), on the other hand on this _____ day of _____, _____ (hereinafter referred to as the "Execution Date").

RECITALS

A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;

B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;

C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and

D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. Right to Sell: Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.

2. Additional Documentation: Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).

3. Service Fee: For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of $_____ or the maximum permitted by law ("Service Fee").

4. Sales Process: Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.

5. Time for Payment:

(a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.

(b) Enterprise's obligations pursuant to Section 5(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 5(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 5. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.

8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.

9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.

10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.

11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.

12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars ($1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.

13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.

14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.

15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.

16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.

20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

"ENTERPRISE"	"CUSTOMER"
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date Signed: _____, _____	Date Signed: _____, _____

Schedule 1

Enterprise Leasing Company of STL, LLC
Enterprise Leasing Company of Georgia, LLC
Enterprise Leasing Company of Florida, LLC
Enterprise Leasing Company of KS LLC
EAN Holdings, LLC
Enterprise Leasing Company of Orlando, LLC
Enterprise Leasing Company of Indianapolis, LLC
Enterprise Rent-A-Car Company of Boston, LLC
Enterprise Leasing Company of Denver, LLC
Enterprise Leasing Company of Chicago, LLC
Enterprise RAC Company of Maryland, LLC
Enterprise Leasing Company of Philadelphia, LLC
Enterprise RAC Company of Baltimore, LLC
Enterprise Leasing Company of Minnesota, LLC
Enterprise Leasing Company of Detroit, LLC
Enterprise Leasing Co of Norfolk/ Richmond, LLC
Enterprise Rent-A-Car Co of San Francisco, LLC
ELRAC, LLC
SNORAC, LLC
Enterprise Rent-A-Car Company of Sacramento, LLC
Enterprise Rent-A-Car Company of Los Angeles, LLC
Enterprise RAC Company of Cincinnati, LLC
CLERAC, LLC
Enterprise Rent-A-Car Company of Pittsburgh, LLC
Enterprise Rent-A-Car Company of Wisconsin, LLC
Enterprise Rent-A-Car Company of UT, LLC
CAMRAC, LLC
Enterprise Rent-A-Car Company of Rhode Island, LLC
Enterprise Leasing Company of Phoenix, LLC
Enterprise Leasing Company- Southeast, LLC
Enterprise Leasing Company- West, LLC
Enterprise Leasing Company- South Central, LLC
PENRAC, LLC
Enterprise Rent-A-Car Company of KY, LLC
Enterprise Rent-A-Car Company - Midwest, LLC
Enterprise RAC Company of Montana/Wyoming, LLC

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:

A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving Competitive Bidding and Authorizing the Village Manager to Purchase of a 2023 Ford Escape for the Public Works Department at a Cost Not to Exceed $35,000.00

Suggested Action:

The 2023 Village Budget included a replacement for the Public Works vehicle 63, a 2009 Toyota Prius, due to age of the vehicle and the lithium battery for the hybrid. The Public Works is recommending the purchase of a 2023 Ford Escape AWD for a cost not to exceed $35,000.00. The current demand for vehicles in the marketplace has prevented the Village from acquiring vehicles through a competitive bid which was done previously. This vehicle is available through a local dealerships allowing this vehicle to be acquired within this budget year. The proposed Resolution will vest the Village Manager with the authority to purchase a 2023 Ford Escape AWD or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding, at a cost not to exceed $35,000.00.

Financial Impact:
$35,000 from the Equipment Replacement Fund 65.502.02.401
Budgeted amount was $50,000.

Attachments:
Memo_Purchase_of_Ford_Escape_to_Replace_63.docx
Resolution of the Village of Villa Park Waiving Competitive Bidding and Authorizing the Purchase of Ford Escape for the Public Works.docx

Joe Rizza Worksheet Escape Stock # NQ 7273.pdf
Joe Rizza Escape Stock # NQ 7273 window-sticker.pdf

Memo

To: Mathew Harline, Village Manager

From: Michael Guerra, P.E., Director of Public Works

Date: July 20, 2023

Re: A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving Competitive Bidding and Authorizing the Village Manager to Purchase of a 2023 Ford Escape for the Public Works Department at a Cost Not to Exceed $35,000.00

The FY2023 Budget included the replacement for the Public Works vehicle 63, a 2009 Toyota Prius with 112,000 miles due to its age as hybrid vehicle. Typically, manufacturers as the hybrid battery is good for 8 years or 100,000 for hybrids manufactured around this time frame. Therefore, the age and milage is a concern for the viability of this vehicle so it was planned for replacement.

While staff was researching the purchase of the F350 from Joe Rizza Ford, staff discovered that the dealership also had a 2023 Ford Escape AWD available. The Ford Escape will allow for a fuel-efficient vehicle for Public Works Administration but will also allow for additional storage and reliability in snow events compared to the current fleet of the Prius and Chevy Cruzes. This will allow staff more flexibility with use of the vehicle. If the purchase is approved, staff will evaluate the options for the Prius to determine the most effective and beneficial disposal of the vehicle will be, whether that is auction or repurpose as a backup vehicle for the overall fleet.

Availability of vehicles is still an ongoing issue as several manufacturers will not guarantee orders or offer prices on a competitive bid process. Joe Rizza Ford has offered to place the current Ford Escape on a soft hold for the Village until the Board can discuss the possibility of the purchase on the July 24th meeting. Since this vehicle was already planned for replacement in the 2023 Budget, it is not included in the proposed leasing program with Enterprise.

The proposed resolution will vest the Village Manager with the authority to purchase a Ford Escape AWD, or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding, at a cost not to exceed $35,000.00. This vehicle replacement is planned in the FY2023 and was budgeted at $50,000 in the Equipment Replacement Fund, account number 65.502.02.401. The proposed replacement will be well under budget.

RECOMMENDATION

Staff recommends authorization to allow the Village Manager to purchase a 2023 Ford Escape AWD from a local dealership.

RESOLUTION NO. _____

A Resolution of the Village of Villa Park, DuPage County, Illinois Waiving Competitive Bidding and Authorizing the Purchase of a Ford Escape AWD for the Public Works Department at a Cost Not to Exceed $35,000.00

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 of Illinois; and

WHEREAS, the current demand for vehicles in the marketplace has prevented the Village from timely acquiring needed vehicles for the Public Works Department through joint purchasing or the competitive bidding process and the same vehicles are or may become expeditiously available through vehicle dealerships; and

WHEREAS, Section 2-220(a)(2) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code exempts from the competitive bidding requirements all purchase orders or contracts of whatever nature for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the price to be paid by the village is equal to or less than a price established by open and competitive bidding through either an agency of the federal government or an agency of the state, within one year immediately preceding the letting of the proposed contract by the village; and

WHEREAS, Section 2-220(a)(3) of Division 2 of Article II of Chapter 2 of the Villa Park Municipal Code also exempts from the competitive bidding requirements all purchase orders or contracts of whatever nature, for labor, services or work, the purchase, lease or sale of personal property, materials, equipment or supplies, wherein the board of trustees, by a two-thirds majority affirmative vote of the members of the village board then holding office, waive the requirement of open and competitive bidding; and

WHEREAS, the President and Board of Trustees of the Village have determined that it is in the best interests of the citizens of the Village to grant the Village Manager the authority to purchase a Ford Escape AWD, or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding, at a cost not to exceed $35,000.00.

Resolution No. _____

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 preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2: The Village Manager is hereby authorized to purchase a Ford Escape AWD, or other substantially similar and comparable vehicle, for the Public Works Department through a dealership and without competitive bidding, at a cost not to exceed $35,000.00, and is further authorized to take such actions and execute any documents necessary for the effectuation of the vehicle purchase.

Section 3: That the competitive bidding requirements are waived in accordance with Section 2-220 of Division 2, of Article II, of Chapter 2 of the Villa Park Municipal Code.

Section 4: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023

_____
Village President

Attest: _____
Village Clerk

189494

JOE RIZZA FORD OF ORLAND PARK

8100 W. 159th Street
ORLAND PARK, IL 60462-4939
PHONE (708) 403-0300

WORKSHEET

NEW ☑ USED ☐ DEMO ☐

Date: 07/15/2023		
Sales Person: Al Mirkiani		
Year: 2023	Make: Ford	Model: Escape
VIN Number: 1FMCU9GN5PUA53590		Mileage: 10
Stock Number: NQ7273	Color Combination: Oxford White	

Customer ID: 43032

Customer Name: Village of Villa Park	DOB
Co-Buyer	DOB
E-mail: RICHS@INVILLAPARK.COM	
Res. Address: 20 S ARDMORE AVE	
City: VILLA PARK	State: IL Zip: 60181-2610
Business Address	
City	State Zip
Residence Phone	
Business Phone: (630) 834-8505	
Cell Phone: (630) 592-6189	
Drivers License Number	Co-Buyer Drivers License Number
Social Security Number	Co-Buyer Social Security Number

Cash Price of Vehicle	34,005	00
OPTIONAL ERT FEE	35	00
Documentary Service Fee	347	26
Special Benefits Program		
Total	34,387	26
Illinois State Tax		
Cook County Tax		
Other Taxes (if any)		
Federal Luxury Excise Tax		
Cash Price of Vehicle	34,387	26
License, Transfer, Title, Drive Away Fee	173	00
Service Contract		
Trade in Payoff		
Total Purchase Price	34,560	26
Cash Down Payment		
Trade Allowance		
Due in ____ Days per Note		
Rebates Applied		
Total Down Payment		
Unpaid Cash Balance Due	34,560	26

Joe Grempt

TRADE IN VEHICLE

Year	Make	Model	Color
VIN #			Mileage
Year	Make	Model	Color
VIN #			Mileage
Balance Owed To			Acct. #
Address			
Used Car Allowance (Used Car Allowance does not always reflect actual value)			
Estimated Balance Owed on Car (Subject to verification)			
Net Allowance on Used Car			

NOPE

I agree to trade-in the vehicle described above to Joe Rizza Ford of Orland Park under the terms set forth above. If the balance due on the trade-in vehicle the customer is selling is an amount greater than shown above, the customer agrees to pay the additional amount in cash upon request I certify that the above information about my trade-in is correct.

Signature of Customer _____

THIS TRANSACTION IS NON CANCELABLE AFTER THE SIGNING OF THE AGREEMENT EXCEPT AS PROVIDED HEREIN. IF YOU FAIL TO COMPLY WITH YOUR OBLIGATIONS UNDER THIS CONTRACT, YOU WILL BE LIABLE FOR THE REASONABLE ATTORNEY'S FEE'S INCURRED BY JOE RIZZA FORD OF ORLAND PARK IN THE ENFORCEMENT OF THE CONTRACT, AS WELL AS OTHER CHARGES.

I ACKNOWLEDGE THAT JOE RIZZA FORD OF ORLAND PARK AND ITS AGENTS AND THE REPRESENTATIVES HAVE MADE NO REPRESENTATIONS, AGREEMENTS OR PROMISES, CONCERNING THE CONTRACT, FINANCING OR THE VEHICLE BEING PURCHASED HEREUNDER, THAT DO NOT APPEAR IN WRITING. BY SIGNING BELOW JOE RIZZA FORD OF ORLAND PARK CERTIFIES THAT ALL IDENTIFYING NUMBERS CONTAINED IN THIS BILL OF SALE AGREE WITH THOSE ON THE CERTIFICATE OF TITLE.

Customer Signature _____ Approved and Accepted By _____

ford.com

VEHICLE DESCRIPTION

ESCAPE AWD

PU A53590

2023 ACTIVE AWD
106.7" WHEELBASE
1.5L ECOBOOST W/START-STOP
8-SPD AUTO TRANSMISSION

EXTERIOR
OXFORD WHITE
INTERIOR
EBONY UNIQUE CLOTH SEATS

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- ACTIVE GRILLE SHUTTERS
- DOOR HANDLES - BODY COLOR
- DUAL EXHAUST CHROME TIPS
- EASY FUEL® CAPLESS FILLER
- HEADLAMP COURTESY DELAY
- HEADLAMPS - AUTO LED
- PRIVACY GLASS - REAR DOORS
- REAR INT WIPER/WASH/DFRST
- REAR SPOILER
- TAILLAMPS-LED

INTERIOR
- 1-TOUCH DOWN DRIVER WINDOW
- DUAL ILLUM VIS VANITY MIRR
- DUAL ZONE AUTO CLIMATE CTL
- ILLUMINATED ENTRY SYSTEM
- MAP POCKETS-PASSENGER
- POWERPOINTS - 12V
- REAR SEAT CUPHOLDERS AND ARMREST
- ROTARY GEAR SHIFT DIAL
- STEERING:TILT/TELESCOPE, CRUISE & AUDIO CONTROLS
- UNIQUE CLOTH BUCKET SEATS
- USB A AND C

FUNCTIONAL
- BLIS W/CROSS-TRAFFIC ALERT
- ELECTRIC PARKING BRAKE
- FORDPASS™ CONNECT
- INTELLIGENT ACCESS W/PUSH BUTTON START
- REFRESH95
- SIRIUSXM® W/360L- NA AK&HI

SAFETY/SECURITY
- ADVANCETRAC™ WITH RSC®
- AIRBAG - DRIVER KNEE
- AIRBAGS - DUAL STAGE FRONT
- AIRBAGS - FRONT SEAT MOUNTED SIDE IMPACT
- AIRBAGS - SAFETY CANOPY®
- LATCH CHILD SAFETY SYSTEM
- PERSONAL SAFETY SYSTEM™
- SECURILOCK® ANTI-THEFT SYS
- SOS POST-CRASH ALERT SYS™
- TIRE PRESSURE MONIT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
EQUIPMENT GROUP 200A	
OPTIONAL EQUIPMENT/OTHER	
225/65R17 102H A/S BSW2 TIRES	
COLD WEATHER PACKAGE	NO CHARGE
.HEATED STEERING WHEEL	
.MIRROR-PWR/HTD GLASS	
.REMOTE START SYSTEM	
.HEATED FRONT ROW SEATS	
SUPPLEMENTAL PTC HEATER	NO CHARGE
17" SHDW SLVR-PNTD ALUM WHEELS	
TECH PACKAGE #1	995.00
.EVASIVE STEERING ASSIST	
.CONNECTED BUILT-IN NAVIGATION	
.LANE CENTERING ASSIST	
.REAR PARKING SENSORS	
.INTLGNT ADP SPEED CONTROL	
.13.2" TOUCHSCREEN	
FRONT LICENSE PLATE BRACKET	NO CHARGE

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,515.00
TOTAL OPTIONS/OTHER	995.00
TOTAL VEHICLE & OPTIONS/OTHER	32,510.00
DESTINATION & DELIVERY	1,495.00

RAMP ONE: CX18

RAMP TWO:

CONVOY

ITEM #: 41-S73Y O/T 2

TOTAL MSRP $34,005.00

Ford Credit Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

This label is affixed pursuant to the Federal Automobile Information Disclosure Act. Gasoline, License, and Title Fees, State and Local taxes are not included. Dealer installed options or accessories are not included unless listed above.

PF131 N RB 2X 350 008664 06 13 23

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy

28 MPG

combined city/hwy

26 city

32 highway

3.6 gallons per 100 miles

Small SUVs range from 14 to 129 MPG. The best vehicle rates 132 MPGe.

You **save** **$0** **in fuel costs over 5 years** compared to the average new vehicle.

Annual fuel cost $1,600

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 6 (1 – 10 Best)

Smog Rating (tailpipe only): 7 (1 – 10 Best)

This vehicle emits 317 grams CO_2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also create emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and costs $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $2.95 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash Driver ★★★★★ Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash Front seat ★★★★★ Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

1FMCU9GN5PUA53590

FordPass Connect™

Download the FordPass™ app* and you can:

Access Vehicle Control Features
- Remotely start, lock and unlock your vehicle.
- Locate your vehicle and check approximate fuel range.
- Receive vehicle health alerts.

Activate 4G LTE Wi-Fi Hotspot
- New vehicles include a 3-month or 3GB data (whichever comes first) Wi-Fi trial.
- Connect up to ten Wi-Fi–equipped devices.

*Compatible with select smartphone platforms. FordPass Connect™ service required (see App Terms for more information). Connected service and related feature functionality is subject to compatible AT&T-network availability. Evolving technology/cellular networks may affect functionality and availability, or continued provision of some features, prohibiting them from functioning. Message and data rates may apply.See your local Ford website for our privacy policy.

The FordPass Connect™ modem is active and sending vehicle data (e.g., diagnostics) to Ford. See in-vehicle Settings for connectivity options.

Ford | FORD PROTECT® Continued Service Plan

Insist on Ford Protect! The only extended service plan fully backed by Ford and honored at every Ford dealership in the U.S., Canada and Mexico. See your Ford dealer or visit www.FordOwner.com.

WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

SCAN OR TEXT 1FPUA53590 TO 48028

Msg & Data rates may apply. Text HELP for help

www.ford.com/help/privacy-terms/

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC, of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project in an Amount not to Exceed $1,160,000.00

Suggested Action:
This Resolution authorizes the Board President to execute a contract with Builders Paving, LLC, of Hillside, Illinois, for the construction of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $1,160,000.00. Builders Paving, LLC, of Hillside, Illinois, submitted the lowest responsible bid. Funding for construction would be from the Street Improvement Fund (Capital) and the Motor Fuel Tax Fund. The project is included in the FY 2023 budget and includes resurfacing of parts of Central Boulevard, East Congress Street, South Cornell Avenue, South Harvard Avenue, and East Van Buren Street.

The item satisfies the Strategic Short-Term Complex Goal "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Attachments:
MEMO - 2023 Rebuild Illinois Construction Contract
RESO - 2023 Rebuild Illinois Construction Contract
2023 Rebuild Illinois Bid Tabulation
2023 Rebuild Illinois Location Map
2023 Rebuild Illinois CIP Project Listing
2023 Rebuild Illinois Construction Contract Draft

Memo

To: Matthew Harline, Village Manager

From: Kevin L. Mantels, P.E., Assistant Village Engineer

Date: July 21, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving a Contract with Builders Paving, LLC, of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $1,160,000.00

The 2023 Rebuild Illinois Resurfacing Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway of various village streets.

The scope of the 2023 Rebuild Illinois Resurfacing Project includes pavement resurfacing on Central Boulevard from Addison Avenue to Cornell Avenue; East Congress Street from Ardmore Avenue to Summit Avenue; South Cornell Avenue from Madison Street to Park Boulevard and from Central Boulevard to Kenilworth Avenue; South Harvard Avenue from Central Boulevard to St. Charles Road; and East Van Buren Street from Cornell Avenue to Summit Avenue. The scope also includes any necessary subgrade patching, structure adjustments or reconstruction, curb ramp improvements to comply with ADA requirements, and all necessary restoration work for these improvements.

TranSystems Corporation prepared the plans and specifications for the 2023 Rebuild Illinois Resurfacing Project. The project was publicly advertised and competitively bid, with a bid opening held on July 13, 2023, with five bids received. Public Works staff recommends approval of a contract with the apparent low bidder, Builders Paving, LLC, of Hillside, Illinois, in an amount not to exceed $1,160,000.00.

Funding for the construction would be taken from the Street Improvement Fund (Capital). The village plans to utilize the remaining portion of the Rebuild Illinois G.O. Bond proceeds it received from the Illinois Department of Transportation (IDOT) to fund most of the construction. The village would utilize Motor Fuel Tax (MFT) funds to cover the portions of the project that are not eligible for bond funds, and for any project costs that exceed the village's allotment of bond funds.

RECOMMENDATION

Staff recommends approval of a contract with Builders Paving, LLC, of Hillside, Illinois, for construction of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $1,160,000.00.

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing the Issuance of a Notice of Award and Execution of a Contract with Builders Paving, LLC, of Hillside, Illinois, for Construction of the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $1,160,000.00

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 bids for a project commonly known as the 2023 Rebuild Illinois Resurfacing Project (the "Project"), which Project consists of the pavement resurfacing of certain portions of Central Boulevard, Congress Street, Cornell Avenue, Harvard Avenue, and Van Buren Street, along with intermittent curb and gutter removal and replacement, ADA curb ramps and detectable warnings, selected pavement patching, drainage and utility structure adjustments or reconstructions, landscaping, and pavement markings; and

WHEREAS, Instructions to Bidders and proposal forms (the "Bid Documents") were made available to prospective bidders; and

WHEREAS, the Village received and evaluated bids from five (5) potential contractors for the Project; and

WHEREAS, the Village's Public Works Department staff reviewed the bids and has determined that Builders Paving, LLC, of Hillside, Illinois ("Builders Paving") is the lowest responsible bidder for the Project; and

WHEREAS, Builders Paving has not been disqualified from bidding and its proposal met, without exception, all of the requirements of the Bid Documents.

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: It is hereby determined that Builders Paving is the lowest responsible 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: The Village President and Board of Trustees does hereby determine that it is advisable, necessary, and in the best interest of the Village to enter into a contract for this

Resolution No. _____

Project, and does hereby direct that a notice of award be issued to Builders Paving for the Project at the unit prices set forth in its proposal.

Section 4: The proposal submitted by Builders Paving, in the amount not to exceed One Million, One Hundred Sixty Thousand and 00/100 ($1,160,000.00) Dollars, is hereby accepted and the Village President and Village Clerk are herby authorized and directed on behalf of the Village of Villa Park to executed a contract with Builders Paving for the 2023 Rebuild Illinois Resurfacing Project, which contract is hereby approved, in substantially the same form as attached hereto as Exhibit "A", and made a part hereof, provided that Builders Paving returns to the Village, within fifteen (15) days of receipt of the notice of award, a properly executed contract with all other necessary written contract documents attached, along with the proper contract bonds and certificates of insurance.

Section 5: 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, and 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 required for the Project.

Section 6: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 24th day of July, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 24th day of July, 2023

_____
Village President

Attest: _____
Village Clerk

2023 REBUILD IL RESURFACING PROJECT
HARVARD AVE, CENTRAL BLVD, CORNELL AVE, CONGRESS ST, VAN BUREN ST
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION
BID TABULATION - THURSDAY, JULY 13, 2023, 10:00 A.M.

				Engineer's Estimate		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162 Phone (847) 419-9000 Fax N/A		ARROW ROAD CONSTRUCTION COMPANY 1445 Oakton Street Elk Grove Village, IL 60007 Phone (847) 437-0700 Fax N/A	
ITEM NO.	**DESCRIPTION**	**UNITS**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	125.00	$ 100.00	$ 12,500.00	$ 25.00	$ 3,125.00	$ 1.00	$ 125.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	548.00	$ 25.00	$ 13,700.00	$ 8.00	$ 4,384.00	$ 7.50	$ 4,110.00
3	SODDING, SALT TOLERANT	SQ YD	543.00	$ 30.00	$ 16,290.00	$ 9.00	$ 4,887.00	$ 20.00	$ 10,860.00
4	INLET FILTERS	EACH	135.00	$ 150.00	$ 20,250.00	$ 135.00	$ 18,225.00	$ 200.00	$ 27,000.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	124.00	$ 43.00	$ 5,332.00	$ 25.00	$ 3,100.00	$ 1.00	$ 124.00
6	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,227.00	$ 6.00	$ 7,362.00	$ 4.00	$ 4,908.00	$ 10.00	$ 12,270.00
7	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	22.00	$ 8.00	$ 176.00	$ 6.00	$ 132.00	$ 22.00	$ 484.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	22,941.00	$ 0.50	$ 11,470.50	$ 0.01	$ 229.41	$ 0.01	$ 229.41
9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	458.00	$ 9.00	$ 4,122.00	$ 15.00	$ 6,870.00	$ 1.00	$ 458.00
10	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1,401.00	$ 130.00	$ 182,130.00	$ 115.00	$ 161,115.00	$ 103.10	$ 144,443.10
11	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,844.00	$ 100.00	$ 284,400.00	$ 85.00	$ 241,740.00	$ 88.55	$ 251,836.20
12	PROTECTIVE COAT	SQ YD	1,443.00	$ 1.00	$ 1,443.00	$ 0.01	$ 14.43	$ 3.00	$ 4,329.00
13	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	150.00	$ 100.00	$ 15,000.00	$ 100.00	$ 15,000.00	$ 85.00	$ 12,750.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7,500.00	$ 15.00	$ 112,500.00	$ 10.90	$ 81,750.00	$ 10.00	$ 75,000.00
15	DETECTABLE WARNINGS	SQ FT	619.00	$ 45.00	$ 27,855.00	$ 45.00	$ 27,855.00	$ 42.00	$ 25,998.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	33,671.00	$ 7.00	$ 235,697.00	$ 4.00	$ 134,684.00	$ 3.10	$ 104,380.10
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	270.00	$ 35.00	$ 9,450.00	$ 20.00	$ 5,400.00	$ 25.00	$ 6,750.00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,965.00	$ 9.00	$ 17,685.00	$ 8.00	$ 15,720.00	$ 7.00	$ 13,755.00
19	SIDEWALK REMOVAL	SQ FT	8,000.00	$ 3.00	$ 24,000.00	$ 1.25	$ 10,000.00	$ 2.50	$ 20,000.00
20	CLASS D PATCHES, 6 INCH	SQ YD	3,395.00	$ 35.00	$ 118,825.00	$ 15.00	$ 50,925.00	$ 21.50	$ 72,992.50
21	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1.00	$ 3,000.00	$ 3,000.00	$ 2,850.00	$ 2,850.00	$ 2,500.00	$ 2,500.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	4.00	$ 500.00	$ 2,000.00	$ 485.00	$ 1,940.00	$ 500.00	$ 2,000.00
23	REMOVING INLETS	EACH	1.00	$ 400.00	$ 400.00	$ 100.00	$ 100.00	$ 250.00	$ 250.00
24	CONCRETE CURB, TYPE B	FOOT	50.00	$ 35.00	$ 1,750.00	$ 40.00	$ 2,000.00	$ 30.00	$ 1,500.00
25	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	1,959.00	$ 45.00	$ 88,155.00	$ 38.50	$ 75,421.50	$ 40.00	$ 78,360.00
26	NON-SPECIAL WASTE DISPOSAL	CU YD	50.00	$ 200.00	$ 10,000.00	$ 75.00	$ 3,750.00	$ 150.00	$ 7,500.00
27	SOIL DISPOSAL ANALYSIS	EACH	10.00	$ 2,000.00	$ 20,000.00	$ 500.00	$ 5,000.00	$ 1,400.00	$ 14,000.00
28	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1.00	$ 30,000.00	$ 30,000.00	$ 47,000.00	$ 47,000.00	$ 71,700.00	$ 71,700.00
29	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1.00	$ 15,000.00	$ 15,000.00	$ 5,000.00	$ 5,000.00	$ 1.00	$ 1.00
30	TEMPORARY PAVEMENT MARKING - LINE 24"- PAINT	FOOT	414.00	$ 4.00	$ 1,656.00	$ 2.00	$ 828.00	$ 7.00	$ 2,898.00

2023 REBUILD IL RESURFACING PROJECT
HARVARD AVE, CENTRAL BLVD, CORNELL AVE, CONGRESS ST, VAN BUREN ST
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION
BID TABULATION - THURSDAY, JULY 13, 2023, 10:00 A.M.

				Engineer's Estimate		BUILDERS PAVING, LLC 4401 Roosevelt Road Hillside, IL 60162 Phone (847) 419-9000 Fax N/A		ARROW ROAD CONSTRUCTION COMPANY 1445 Oakton Street Elk Grove Village, IL 60007 Phone (847) 437-0700 Fax N/A	
ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
31	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	115.00	$ 11.00	$ 1,265.00	$ 5.00	$ 575.00	$ 5.00	$ 575.00
32	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3,553.00	$ 1.00	$ 3,553.00	$ 1.00	$ 3,553.00	$ 1.00	$ 3,553.00
33	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	622.00	$ 2.25	$ 1,399.50	$ 1.20	$ 746.40	$ 1.20	$ 746.40
34	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,312.00	$ 4.00	$ 5,248.00	$ 2.25	$ 2,952.00	$ 2.25	$ 2,952.00
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	414.00	$ 10.00	$ 4,140.00	$ 5.00	$ 2,070.00	$ 5.00	$ 2,070.00
36	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1.00	$ 15,000.00	$ 15,000.00	$ 15,340.26	$ 15,340.26	$ 6,500.00	$ 6,500.00
37	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	13.00	$ 1,500.00	$ 19,500.00	$ 50.00	$ 650.00	$ 150.00	$ 1,950.00
38	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	32.00	$ 800.00	$ 25,600.00	$ 1,250.00	$ 40,000.00	$ 1,000.00	$ 32,000.00
39	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	120.00	$ 87.00	$ 10,440.00	$ 50.00	$ 6,000.00	$ 95.60	$ 11,472.00
40	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	22.00	$ 2,000.00	$ 44,000.00	$ 2,950.00	$ 64,900.00	$ 4,500.00	$ 99,000.00
41	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	159.00	$ 500.00	$ 79,500.00	$ 525.00	$ 83,475.00	$ 500.00	$ 79,500.00
42	TEMPORARY INFORMATION SIGNING	SQ FT	1,157.00	$ 2.00	$ 2,314.00	$ 5.00	$ 5,785.00	$ 4.00	$ 4,628.00
43	WATER USAGE CREDIT	TGAL	100.00	$ 8.85	$ 885.00	$ 8.85	$ 885.00	$ 8.85	$ 885.00
44	WATER USAGE DEDUCTION	TGAL	100.00	$ (8.85)	$ (885.00)	$ (8.85)	$ (885.00)	$ (8.85)	$ (885.00)
	AS-READ TOTAL				**N/A**		**$ 1,160,000.00**		**$ 1,213,549.71**
	CALCULATED TOTAL				**$ 1,504,108.00**		**$ 1,160,000.00**		**$ 1,213,549.71**

2023 REBUILD IL RESURFACING PROJECT
HARVARD AVE, CENTRAL BLVD, CORNELL AVE, CONGRESS ST, VAN BUREN ST
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION
BID TABULATION - THURSDAY, JULY 13, 2023, 10:00 A.M.

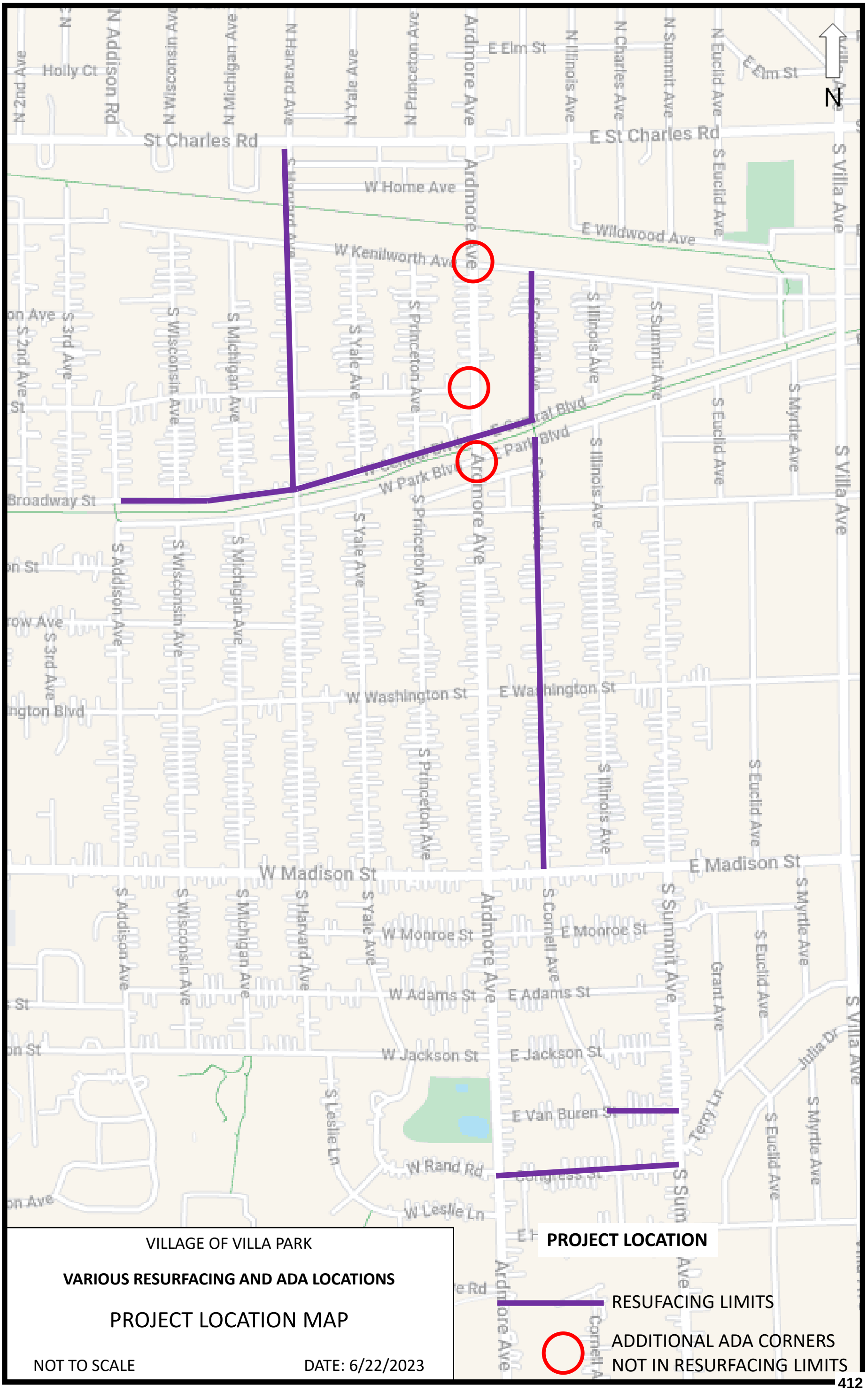
	J.A. JOHNSON PAVING COMPANY	K-FIVE CONSTRUCTION	R.W. DUNTEMAN	Average Bid
	1025 E. Addison Court	999 Oakmont Plaza Drive, Suite #200	600 S. Lombard Road	
	Arlington Heights, IL 60005	Westmont, IL 60559	Addison, IL 60101	
	Phone (847) 439-2025	Phone (630) 257-5600	Phone (630) 953-1500	
	Fax N/A	Fax N/A	Fax N/A	

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	125.00	$ 30.00	$ 3,750.00	$ 44.00	$ 5,500.00	$ 69.60	$ 8,700.00	$ 33.92	$ 4,240.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	548.00	$ 7.50	$ 4,110.00	$ 7.50	$ 4,110.00	$ 14.00	$ 7,672.00	$ 8.90	$ 4,877.20
3	SODDING, SALT TOLERANT	SQ YD	543.00	$ 20.00	$ 10,860.00	$ 20.00	$ 10,860.00	$ 18.00	$ 9,774.00	$ 17.40	$ 9,448.20
4	INLET FILTERS	EACH	135.00	$ 135.00	$ 18,225.00	$ 200.00	$ 27,000.00	$ 185.00	$ 24,975.00	$ 171.00	$ 23,085.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	124.00	$ 30.00	$ 3,720.00	$ 60.00	$ 7,440.00	$ 48.17	$ 5,973.08	$ 32.83	$ 4,070.92
6	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,227.00	$ 4.00	$ 4,908.00	$ 6.25	$ 7,668.75	$ 10.60	$ 13,006.20	$ 6.97	$ 8,552.19
7	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	22.00	$ 6.00	$ 132.00	$ 15.00	$ 330.00	$ 23.35	$ 513.70	$ 14.47	$ 318.34
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	22,941.00	$ 0.01	$ 229.41	$ 0.01	$ 229.41	$ 0.66	$ 15,141.06	$ 0.14	$ 3,211.74
9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	458.00	$ 1.00	$ 458.00	$ 10.00	$ 4,580.00	$ 20.14	$ 9,224.12	$ 9.43	$ 4,318.94
10	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1,401.00	$ 112.00	$ 156,912.00	$ 148.88	$ 208,580.88	$ 111.05	$ 155,581.05	$ 118.01	$ 165,332.01
11	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,844.00	$ 95.00	$ 270,180.00	$ 105.39	$ 299,729.16	$ 94.09	$ 267,591.96	$ 93.61	$ 266,226.84
12	PROTECTIVE COAT	SQ YD	1,443.00	$ 0.01	$ 14.43	$ 0.01	$ 14.43	$ 0.83	$ 1,197.69	$ 0.77	$ 1,111.11
13	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	150.00	$ 140.00	$ 21,000.00	$ 125.00	$ 18,750.00	$ 80.60	$ 12,090.00	$ 106.12	$ 15,918.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7,500.00	$ 13.00	$ 97,500.00	$ 11.50	$ 86,250.00	$ 8.46	$ 63,450.00	$ 10.77	$ 80,775.00
15	DETECTABLE WARNINGS	SQ FT	619.00	$ 50.00	$ 30,950.00	$ 42.00	$ 25,998.00	$ 37.74	$ 23,361.06	$ 43.35	$ 26,833.65
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	33,671.00	$ 3.75	$ 126,266.25	$ 4.99	$ 168,018.29	$ 3.16	$ 106,400.36	$ 3.80	$ 127,949.80
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	270.00	$ 0.10	$ 27.00	$ 27.95	$ 7,546.50	$ 21.05	$ 5,683.50	$ 18.82	$ 5,081.40
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,965.00	$ 10.00	$ 19,650.00	$ 6.50	$ 12,772.50	$ 8.19	$ 16,093.35	$ 7.94	$ 15,602.10
19	SIDEWALK REMOVAL	SQ FT	8,000.00	$ 1.75	$ 14,000.00	$ 1.75	$ 14,000.00	$ 2.07	$ 16,560.00	$ 1.86	$ 14,880.00
20	CLASS D PATCHES, 6 INCH	SQ YD	3,395.00	$ 10.00	$ 33,950.00	$ 22.00	$ 74,690.00	$ 51.00	$ 173,145.00	$ 23.90	$ 81,140.50
21	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1.00	$ 2,850.00	$ 2,850.00	$ 2,205.00	$ 2,205.00	$ 2,850.00	$ 2,850.00	$ 2,651.00	$ 2,651.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	4.00	$ 485.00	$ 1,940.00	$ 400.00	$ 1,600.00	$ 485.00	$ 1,940.00	$ 471.00	$ 1,884.00
23	REMOVING INLETS	EACH	1.00	$ 100.00	$ 100.00	$ 125.00	$ 125.00	$ 100.00	$ 100.00	$ 135.00	$ 135.00
24	CONCRETE CURB, TYPE B	FOOT	50.00	$ 50.00	$ 2,500.00	$ 65.00	$ 3,250.00	$ 35.64	$ 1,782.00	$ 44.13	$ 2,206.50
25	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	1,959.00	$ 42.00	$ 82,278.00	$ 40.50	$ 79,339.50	$ 34.59	$ 67,761.81	$ 39.12	$ 76,636.08
26	NON-SPECIAL WASTE DISPOSAL	CU YD	50.00	$ 130.00	$ 6,500.00	$ 100.00	$ 5,000.00	$ 100.00	$ 5,000.00	$ 111.00	$ 5,550.00
27	SOIL DISPOSAL ANALYSIS	EACH	10.00	$ 1,180.00	$ 11,800.00	$ 600.00	$ 6,000.00	$ 1,650.00	$ 16,500.00	$ 1,066.00	$ 10,660.00
28	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1.00	$ 136,867.51	$ 136,867.51	$ 64,999.38	$ 64,999.38	$ 54,500.00	$ 54,500.00	$ 75,013.38	$ 75,013.38
29	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1.00	$ 1.00	$ 1.00	$ 1.00	$ 1.00	$ 42,500.00	$ 42,500.00	$ 9,500.60	$ 9,500.60
30	TEMPORARY PAVEMENT MARKING - LINE 24"- PAINT	FOOT	414.00	$ 0.50	$ 207.00	$ 2.70	$ 1,117.80	$ 3.00	$ 1,242.00	$ 3.04	$ 1,258.56

2023 REBUILD IL RESURFACING PROJECT
HARVARD AVE, CENTRAL BLVD, CORNELL AVE, CONGRESS ST, VAN BUREN ST
PREPARED BY: VILLAGE OF VILLA PARK
CONTRACT DOCUMENTS BY: TRANSYSTEMS CORPORATION
BID TABULATION - THURSDAY, JULY 13, 2023, 10:00 A.M.

	J.A. JOHNSON PAVING COMPANY	K-FIVE CONSTRUCTION	R.W. DUNTEMAN	Average Bid
	1025 E. Addison Court	999 Oakmont Plaza Drive, Suite #200	600 S. Lombard Road	
	Arlington Heights, IL 60005	Westmont, IL 60559	Addison, IL 60101	
	Phone (847) 439-2025	Phone (630) 257-5600	Phone (630) 953-1500	
	Fax N/A	Fax N/A	Fax N/A	

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
31	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	115.00	$ 5.00	$ 575.00	$ 5.00	$ 575.00	$ 6.00	$ 690.00	$ 5.20	$ 598.00
32	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3,553.00	$ 1.00	$ 3,553.00	$ 1.00	$ 3,553.00	$ 0.98	$ 3,481.94	$ 1.00	$ 3,553.00
33	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	622.00	$ 1.20	$ 746.40	$ 1.20	$ 746.40	$ 1.50	$ 933.00	$ 1.26	$ 783.72
34	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,312.00	$ 2.25	$ 2,952.00	$ 2.25	$ 2,952.00	$ 3.00	$ 3,936.00	$ 2.40	$ 3,148.80
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	414.00	$ 5.00	$ 2,070.00	$ 5.00	$ 2,070.00	$ 6.00	$ 2,484.00	$ 5.20	$ 2,152.80
36	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1.00	$ 9,495.00	$ 9,495.00	$ 11,000.00	$ 11,000.00	$ 28,250.52	$ 28,250.52	$ 14,117.16	$ 14,117.16
37	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	13.00	$ 150.00	$ 1,950.00	$ 200.00	$ 2,600.00	$ 295.00	$ 3,835.00	$ 169.00	$ 2,197.00
38	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	32.00	$ 1,250.00	$ 40,000.00	$ 1,600.00	$ 51,200.00	$ 1,250.00	$ 40,000.00	$ 1,270.00	$ 40,640.00
39	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	120.00	$ 90.00	$ 10,800.00	$ 50.00	$ 6,000.00	$ 42.73	$ 5,127.60	$ 65.67	$ 7,880.40
40	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	22.00	$ 2,800.00	$ 61,600.00	$ 2,530.00	$ 55,660.00	$ 2,950.00	$ 64,900.00	$ 3,146.00	$ 69,212.00
41	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	159.00	$ 525.00	$ 83,475.00	$ 495.00	$ 78,705.00	$ 525.00	$ 83,475.00	$ 514.00	$ 81,726.00
42	TEMPORARY INFORMATION SIGNING	SQ FT	1,157.00	$ 4.00	$ 4,628.00	$ 4.00	$ 4,628.00	$ 15.00	$ 17,355.00	$ 6.40	$ 7,404.80
43	WATER USAGE CREDIT	TGAL	100.00	$ 8.85	$ 885.00	$ 8.85	$ 885.00	$ 8.85	$ 885.00	$ 8.85	$ 885.00
44	WATER USAGE DEDUCTION	TGAL	100.00	$ (8.85)	$ (885.00)	$ (8.85)	$ (885.00)	$ (8.85)	$ (885.00)	$ (8.85)	$ (885.00)
	AS-READ TOTAL			**$ 1,283,730.00**		**$ 1,367,395.00**		**$ 1,384,777.00**		**N/A**	
	CALCULATED TOTAL			**$ 1,283,730.00**		**$ 1,367,395.00**		**$ 1,384,777.00**		**$ 1,281,881.74**	



VILLAGE OF VILLA PARK

VARIOUS RESURFACING AND ADA LOCATIONS

PROJECT LOCATION MAP

NOT TO SCALE

DATE: 6/22/2023

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2023 THROUGH 2027	Fund(s) / Department(s): Street Improvement Fund	NEW

Project Name:	**REBUILD Illinois Resurfacing Project**
Objective:	To improve the condition of the roadway by means of selected pavement rehabilitation methods.
Description:	This project consists of the rehabilitation of various streets by means of selected pavement rehabilitation methods.
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be funded by the village's allocation of REBUILD Illinois bond funding.

Funding Source	Total Cost	Previous Years	2023	2024 - 2027	Future Years
Engineering / Professional Services					
Street Improvement Fund	163,644	100,000	63,644	-	-
Engineering Subtotals	**163,644**	**100,000**	**63,644**	**-**	**-**
Construction / Building					
Street Improvement Fund	1,443,560	342,817	1,100,743	-	-
Construction Subtotals	**1,443,560**	**342,817**	**1,100,743**	**-**	**-**
Funding Sources Subtotals					
Street Improvement Fund	1,607,204	442,817	1,164,387	-	-
PROJECT TOTALS	**1,607,204**	**442,817**	**1,164,387**	**-**	**-**



VILLAGE OF VILLA PARK

GRAPHIC SCALE

0 1,000 2,000 4,000

Feet

VILLAGE OF VILLA PARK

CONTRACT DOCUMENTS

FOR THE

HARVARD AVENUE – CENTRAL BOULEVARD TO ST. CHARLES ROAD
CENTRAL BOULEVARD – ADDISON AVENUE TO CORNELL AVENUE
CORNELL AVENUE – MADISON STREET TO PARK BOULEVARD
CORNELL AVENUE – CENTRAL BOULEVARD TO KENILWORTH AVENUE
CONGRESS STREET – ARDMORE AVENUE TO SUMMIT AVENUE
VAN BUREN STREET – CORNELL AVENUE TO SUMMIT AVENUE
ROADWAY RESURFACING PLANS

BID ADVERTISEMENT DATE – JUNE 29, 2023

PREPARED BY

TRANSYSTEMS

ADVERTISEMENT FOR BIDS
VILLAGE OF VILLA PARK
JUNE 29, 2023

PROJECT: **HARVARD AVENUE – CENTRAL BLVD TO ST. CHARLES ROAD**
CENTRAL BOULEVARD – ADDISON AVENUE TO CORNELL AVENUE
CORNELL AVENUE – MADISON STREET TO PARK BOULEVARD
CORNELL AVENUE – CENTRAL BLVD TO KENILWORTH AVENUE
CONGRESS STREET – ARDMORE AVENUE TO SUMMIT AVENUE
VAN BUREN – CONGRESS STREET TO SUMMIT AVENUE
ROADWAY RESURFACING PLANS

This project consists of milling and resurfacing, intermittent curb and gutter removal and replacement, ADA ramps with detectable warnings, pavement patching as needed, drainage and utility structure adjustments or reconstructions with new frame and lid/grate, landscaping and pavement markings.

BID DEADLINE: **THURSDAY, JULY 13, 2023 AT 10:00 AM LOCAL TIME**
The Village reserves the right to extend the Bid Deadline from this date and time to accept Bids submitted after the Bid Deadline, as the Village, in its sole discretion, determines is in the best interest of the Village.

NOTICE: Proposals for the **HARVARD AVENUE – CENTRAL BOULEVARD TO ST. CHARLES ROAD CENTRAL BOULEVARD – ADDISON AVENUE TO CORNELL AVENUE CORNELL AVENUE – MADISON STREET TO PARK BOULEVARD CORNELL AVENUE – CENTRAL BOULEVARD TO KENILWORTH AVENUE CONGRESS STREET – ARDMORE AVENUE TO SUMMIT AVENUE ROADWAY VAN BUREN STREET – CORNELL AVENUE TO SUMMIT AVENUE RESURFACING PLANS** will be received electronically by the Village of Villa Park, Illinois, through QuestCDN at https://www.questcdn.com under **QuestCDN Project #8565389** until the Bid Deadline. Immediately thereafter, the proposals will be opened and read aloud via Zoom. Notwithstanding the foregoing, the Village reserves the right to defer, postpone, delay, or reschedule the Bid Opening for such time and to such date as the Village, in its sole discretion, determines is in the best interest of the Village. The Bid Opening TEAMS meeting may be accessed as follows: https://teams.microsoft.com/
….Click here to join the meeting [teams.microsoft.com]
Meeting ID: 281 694 986 353
Passcode: n5JvNu
Phone Number o +1 872-256-3960
Conference ID: 155 468 075#
Proposals shall be submitted in accordance with the Bidding Documents prepared by insert preparer's name.

BIDDER QUALIFICATIONS: Bidders, in submitting a Bid, shall comply with all applicable Federal, State and Local laws and requirements; shall provide documentation of that compliance in accordance with the requirements of the Contract Documents or as requested be the Village; and, in submitting a Bid, Bidders affirm that they are qualified under all applicable laws and requirements to do so, and agree to be bound by the determination of the Village as to Bidder's compliance and qualifications.

BID SECURITY: Bid security in the amount of not less than ten percent (10%) of the Bid shall accompany each Bid in accordance with the Bidding Documents.

CONTRACT SECURITY: The Bidder to whom a Contract is awarded shall be required to furnish both a Performance Bond and a Payment Bond acceptable to the Village for one-hundred percent (100%) of the Contract Price, in accordance with the requirements of the Contract Documents.

REQUESTS FOR INFORMATION OR CLARIFICATION: All requests for information or clarification shall be submitted to the Village of Villa Park by email to engineering@invillapark.com. All responses that are provided to requests for information or clarification will be provided through QuestCDN at https://www.questcdn.com under **QuestCDN Project #8565389.**

The Village will accept requests for information or clarification submitted in accordance with the above requirements until **FRIDAY, JULY 7 AT NOON LOCAL TIME**. Requests for information or clarification received after such time will not be accepted and will receive no response. The requests for information response and/or Addendum deadline will be **TUESDAY, JULY 11 AT 5:00 PM LOCAL TIME**.

ADDENDA: The Village reserves the right to modify the Bidding Documents.

RIGHTS RESERVED: The Village will select the lowest, most responsible bidder. The Village reserves the right to reject any or all Bids, to waive any informalities or technicalities in bidding, and to accept the Bid which best serves the interests of the Village. The Village shall, in its sole discretion, determine what does or does not constitute an informality or technicality, and, in submitting a Bid, Bidder agrees to be bound by that determination.

The Village may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work, and the Bidder shall furnish to the Village all such information and data for this purpose as the Village may request. The Village reserves the right to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Village that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the Work contemplated therein.

WAGE RATES: All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the contract throughout.

Davis-Bacon Wage decisions are applicable to this project and are only superseded in instances by and where Illinois Prevailing Wages exceed Davis-Bacon in wage, fringe benefits, and/or trade stipulations (requirements). If this project does not start within ninety (90) days of contract award, the wage decisions applicable to the project shall be replaced with the Davis-Bacon Wage decisions that are current as of the date of contract award.

BIDDING DOCUMENTS: The Bidding Documents may be obtained from QuestCDN at https://www.questcdn.com under **QuestCDN Project #8565389** for a non-refundable fee of forty-two dollars ($42.00). An active QuestCDN account and login are required. Questions or issues regarding the QuestCDN platform shall be directed to QuestCDN by phone at 952-233-1632 or by email at info@questcdn.com. Hard copies of bidding documents will not be made available. An electronic "Not for Bid" version of the bidding documents in Portable Document Format (PDF) will be available for download on the project page on the Village of Villa Park's website at https://www.invillapark.com. This version of the bidding documents is for informationally purposes only and may not be used for the preparation or submittal of a bid.

PUBLISHED BY AUTHORITY OF THE VILLAGE OF VILLA PARK, COUNTY OF DUPAGE, STATE OF ILLINOIS.

Illinois Department of Transportation

Local Public Agency Formal Contract

Contractor's Name
Builders Paving, LLC

Contractor's Address	City	State	Zip Code
4401 Roosevelt Road	Hillside	IL	60126

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

Street Name/Road Name	Type of Funds
Various	RBI and MFT

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved
Highway Commissioner Signature & Date

Submitted/Approved
County Engineer/Superintendent of HighwaysSignature & Date

For a Municipal Project

Submitted/Approved/Passed
Signature & Date

Official Title
Assistant Village Engineer

Department of Transportation

☐ Concurrence in approval of award
Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
Village of Villa Park	Various	DuPage	22-00102-00-RS

1. THIS AGREEMENT, made and concluded the _____ (Day) day of (Month and Year) between the Village (Local Public Agency Type) of Villa Park (Local Public Agency), known as the party of the first part, and Builders Paving, LLC (Contractor), its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-00102-00-RS (Section Number) in Village of Villa Park (Local Public Agency), approved by the Illinois Department of Transportation on _____ (Date), are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The Village (Local Public Agency Type) of Villa Park (Name of Local Public Agency)

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

President, Party of the Second Part Signature & Date

By:

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Attest:

Secretary Signature & Date

Partner Signature & Date

Partners doing Business under the firm name of

(SEAL, if required by the LPA)

Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Illinois Department of Transportation

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Various	22-00102-00-RS

Bond information to be returned to Local Public Agency at 20 South Ardmore Avenue, Villa Park, IL 60181 .
Complete Address

We, Builders Paving, LLC, 4401 Roosevelt Road, Hillside, IL 60126
Contractor's Name and Address

a/an _____ organized under the laws of the State of _____ as PRINCIPAL, and
State

_____
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of

_____

Dollars (_____) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this _____ day of _____ .
Day Month and Year

PRINCIPAL

Company Name	Company Name
By	By
Signature & Date	Signature & Date
Attest	Attest
Signature & Date	Signature & Date

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

SURETY

Name of Surety

Title

By:

STATE OF IL

COUNTY OF _____

I, _____ , a Notary Public in and for said county, do hereby certify that
Notary Name

_____
Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this _____ day of _____ .
Day Month, Year

Notary Public Signature & Date

(SEAL)

Date commission expires _____

Approved this _____ day of _____ .
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Clerk

Local Public Agency Type

Awarding Authority

Awarding Authority Signature & Date

Illinois Department of Transportation

Local Public Agency Formal Contract Proposal

COVER SHEET

Proposal Submitted By:

Contractor's Name: Builders Paving, LLC

Contractor's Address: 4401 Roosevelt Rd. | City: Hillside | State: IL | Zip Code: 60162

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

Route(s) (Street/Road Name)	Type of Funds
Various	RBI and MFT

☐ Proposal Only ☐ Proposal and Plans ☒ Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date: 06-15-2023

Official Title: Assistant Village Engineer

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

DAVID W. BLOCK
062-050966
Licensed Professional Engineer of
ILLINOIS

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	22-00102-00-RS	Various

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Villa Park (Name of Office)

20 S. Ardmore Avenue Villa Park, IL 60181 (Address) until 10:00 AM (Time) on 07/13/23 (Date).

Sealed proposals will be opened and read publicly at the office of Village of Villa Park (Name of Office)

20 S. Ardmore Avenue Villa Park, IL 60181 (Address) at 10:00 AM (Time) on 07/13/23 (Date).

DESCRIPTION OF WORK

Location	Project Length
Various Streets within the Village of Villa Park	11,798 ft (2.23 mi)

Proposed Improvement

Roadway milling and resurfacing, intermittent curb and gutter removal and replacement, ADA ramps with detectable warnings, pavement patching as needed, drainage and utility structure adjustments or reconstructions with new frame and lid/grate, landscaping and pavement markings.

1. Plans and proposal forms will be available in the office of

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

2. ☒ Prequalification

   If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
   a. Local Public Agency Formal Contract Proposal (BLR 12200)
   b. Schedule of Prices (BLR 12201)
   c. Proposal Bid Bond (BLR 12230) (if applicable)
   d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
   e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	22-00102-00-RS	Various

PROPOSAL

1. Proposal of Builders Pavy, LLC
Contractor's Name
4401 Roosevelt Rd, Hillside IL 60162
Contractor's Address

2. The plans for the proposed work are those prepared by TranSystems and approved by the Department of Transportation on _____.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within _____ working days or by 10/27/2023 unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: _____ Treasurer of Village of Villa Park.
The amount of the check is Five percent (5%) bid amount (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 22-00102-00-RS.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	22-00102-00-RS	Various

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.

2. **Bid-Rigging or Bid Rotating**. The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

   A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

   A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.

4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Villa Park	DuPage	22-00102-00-RS	Various

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City | State | Zip Code

(If a partnership)

Firm Name: Builders Paving, LLC

Signature & Date: 7/12/2023

Title: Vice President

Business Address: 4401 Roosevelt Rd.

City: Hillside | State: IL | Zip Code: 60162

Insert the Names and Addresses of all Partners

SKEJG, LLC
321 Center St.
Hillside IL 60162

(If a corporation)

Corporate Name

Signature & Date

Title

Business Address

City | State | Zip Code

Insert Names of Officers

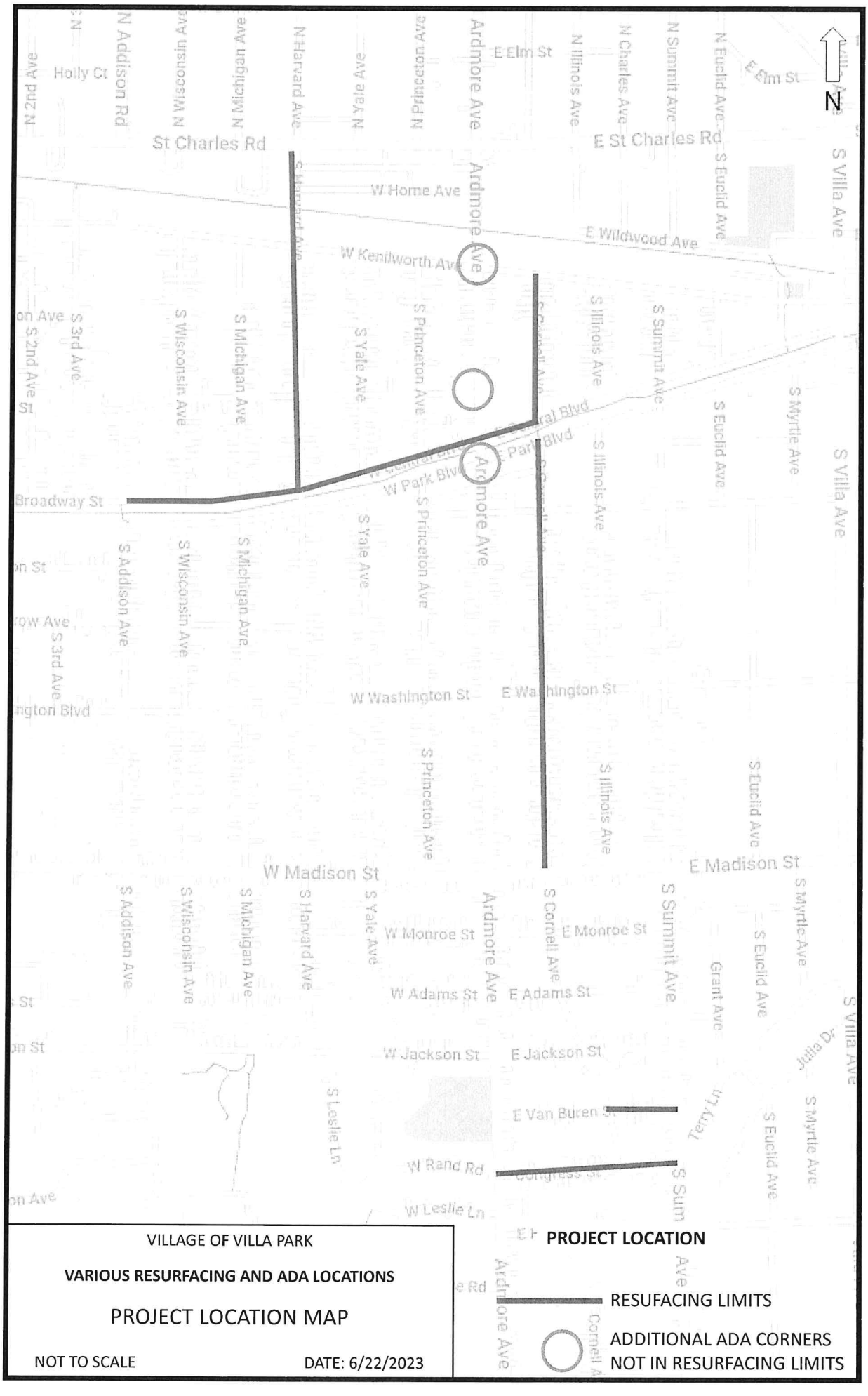
President

Attest:

Secretary

Secretary

Treasurer



VILLAGE OF VILLA PARK

VARIOUS RESURFACING AND ADA LOCATIONS

PROJECT LOCATION MAP

NOT TO SCALE

DATE: 6/22/2023

2023 REBUILD IL RESURFACING PROJECT

SCHEDULE OF PRICES

BID LETTING - THURSDAY, JULY 13, 2023, 10:00 A.M.

BUILDERS PAVING, LLC
4401 Roosevelt Road
Hillside, IL 60162
Phone (847) 419-9000
Fax N/A

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	125.00	$ 25.00	$ 3,125.00
2	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	548.00	$ 8.00	$ 4,384.00
3	SODDING, SALT TOLERANT	SQ YD	543.00	$ 9.00	$ 4,887.00
4	INLET FILTERS	EACH	135.00	$ 135.00	$ 18,225.00
5	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	124.00	$ 25.00	$ 3,100.00
6	AGGREGATE BASE COURSE, TYPE B 4"	SQ YD	1,227.00	$ 4.00	$ 4,908.00
7	AGGREGATE BASE COURSE, TYPE B 6"	SQ YD	22.00	$ 6.00	$ 132.00
8	BITUMINOUS MATERIALS (TACK COAT)	POUND	22,941.00	$ 0.01	$ 229.41
9	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT JOINT	SQ YD	458.00	$ 15.00	$ 6,870.00
10	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	1,401.00	$ 115.00	$ 161,115.00
11	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	2,844.00	$ 85.00	$ 241,740.00
12	PROTECTIVE COAT	SQ YD	1,443.00	$ 0.01	$ 14.43
13	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	150.00	$ 100.00	$ 15,000.00
14	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	7,500.00	$ 10.90	$ 81,750.00
15	DETECTABLE WARNINGS	SQ FT	619.00	$ 45.00	$ 27,855.00
16	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	33,671.00	$ 4.00	$ 134,684.00
17	DRIVEWAY PAVEMENT REMOVAL	SQ YD	270.00	$ 20.00	$ 5,400.00
18	COMBINATION CURB AND GUTTER REMOVAL	FOOT	1,965.00	$ 8.00	$ 15,720.00
19	SIDEWALK REMOVAL	SQ FT	8,000.00	$ 1.25	$ 10,000.00
20	CLASS D PATCHES, 6 INCH	SQ YD	3,395.00	$ 15.00	$ 50,925.00
21	INLETS, TYPE A, TYPE 11 FRAME AND GRATE	EACH	1.00	$ 2,850.00	$ 2,850.00
22	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	4.00	$ 485.00	$ 1,940.00
23	REMOVING INLETS	EACH	1.00	$ 100.00	$ 100.00
24	CONCRETE CURB, TYPE B	FOOT	50.00	$ 40.00	$ 2,000.00
25	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)	FOOT	1,959.00	$ 38.50	$ 75,421.50
26	NON-SPECIAL WASTE DISPOSAL	CU YD	50.00	$ 75.00	$ 3,750.00
27	SOIL DISPOSAL ANALYSIS	EACH	10.00	$ 500.00	$ 5,000.00
28	TRAFFIC CONTROL AND PROTECTION, STANDARD 701501	L SUM	1.00	$ 47,000.00	$ 47,000.00
29	TRAFFIC CONTROL AND PROTECTION, STANDARD 701801	L SUM	1.00	$ 5,000.00	$ 5,000.00
30	TEMPORARY PAVEMENT MARKING - LINE 24"- PAINT	FOOT	414.00	$ 2.00	$ 828.00
31	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	115.00	$ 5.00	$ 575.00
32	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	3,553.00	$ 1.00	$ 3,553.00
33	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	622.00	$ 1.20	$ 746.40
34	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	1,312.00	$ 2.25	$ 2,952.00
35	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	414.00	$ 5.00	$ 2,070.00
36	CONSTRUCTION LAYOUT (SPECIAL)	L SUM	1.00	$ 15,340.26	$ 15,340.26
37	TEMPORARY ACCESS (PRIVATE ENTRANCE)	EACH	13.00	$ 50.00	$ 650.00

2023 REBUILD IL RESURFACING PROJECT

SCHEDULE OF PRICES

BID LETTING - THURSDAY, JULY 13, 2023, 10:00 A.M.

BUILDERS PAVING, LLC
4401 Roosevelt Road
Hillside, IL 60162
Phone (847) 419-9000
Fax N/A

ITEM NO.	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
38	FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)	EACH	32.00	$ 1,250.00	$ 40,000.00
39	HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"	SQ YD	120.00	$ 50.00	$ 6,000.00
40	DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)	EACH	22.00	$ 2,950.00	$ 64,900.00
41	DRAINAGE STRUCTURES TO BE ADJUSTED	EACH	159.00	$ 525.00	$ 83,475.00
42	TEMPORARY INFORMATION SIGNING	SQ FT	1,157.00	$ 5.00	$ 5,785.00
43	WATER USAGE CREDIT	TGAL	100.00	$ 8.85	$ 885.00
44	WATER USAGE DEDUCTION	TGAL	100.00	$ (8.85)	$ (885.00)
	TOTAL			**$**	**1,160,000.00**

Illinois Department of Transportation

Local Public Agency Proposal Bid Bond

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

WE, Builders Paving, LLC as PRINCIPAL, and

Fidelity and Deposit Company of Maryland as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 10% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 13th (Day) of July, 2023 (Month and Year)

Principal

Company Name	Signature	Date	Title
Builders Paving, LLC	By:	07/13/2023	Steven Salinas, Vice President

Company Name	Signature	Date	Title
	By:		

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety	Signature of Attorney-in-Fact	Date
Fidelity and Deposit Company of Maryland	By: James I. Moore	7/13/2023

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

STATE OF Illinois
COUNTY OF DuPage

I Maria A. Gonzalez, a Notary Public in and for said county do hereby certify that Steven Salinas and James I. Moore
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th (Day) day of July, 2023 (Month and Year).

Notary Public Signature

(SEAL)

OFFICIAL SEAL
MARIA A GONZALEZ
NOTARY PUBLIC, STATE OF ILLINOIS
WILL COUNTY
MY COMMISSION EXPIRES 09/25/2026

Date commission expires September 25, 2026

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

Company/Bidder Name

Signature

Date

Title

Bond Number: Bid Bond

Obligee Local Public Agency

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **James I. Moore**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 18th day of April, A.D. 2023.

Colonial American Casualty and Surety Company CORPORATE SEAL 1977 Illinois

Zurich American Insurance Company CORPORATE SEAL 1912 New York

Fidelity and Deposit Company of Maryland CORPORATE SEAL 1890 Illinois

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 18th day of April, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

IVA BETHEA NOTARY PUBLIC Baltimore County, Maryland

Iva Bethea
Notary Public
My Commission Expires September 30, 2023

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of July, 2023.



MJ Pethick

By: Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Illinois Department of Transportation

Apprenticeship and Training Program Certification

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Various	22-00102-00-RS

All contractors are required to complete the following certification

☒ For this contract proposal or for all bidding groups in this deliver and install proposal.

☐ For the following deliver and install bidding groups in this material proposal.

Illinois Department of Transportation policy, adopted in accordance with the provisions of the Illinois Highway Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.

2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.

3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category for which there is no applicable apprenticeship or training program available.

Operating Engineers Local 150
Laborers District of Chicago + Vicinity

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder: Builders Paving, LLC

Signature & Date: 7/12/2023

Title: Vice President

Address	City	State	Zip Code
4401 Roosevelt Rd.	Hillside	IL	60162

Illinois Department of Transportation

Affidavit of Illinois Business Office

Local Public Agency	County	Street Name/Road Name	Section Number
Village of Villa Park	DuPage	Various	22-00102-00-RS

I, Steven Schnas (Name of Affiant) of Hillside (City of Affiant), Illinois (State of Affiant),
being first duly sworn upon oath, state as follows:

1. That I am the Vice President (Officer or Position) of Builders Pavy, LLC (Bidder).
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Builders Pavy, LLC (Bidder), will maintain a business office in the State of Illinois, which will be located in Cook (County) County, Illinois.
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature & Date: 7/12/2023

Print Name of Affiant: Steven Schnas

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on 7/12/2023 (date) by Steven Schnas (name/s of person/s), authorized agent(s) of Builders Pavy, LLC (Bidder).

Notary Public Signature & Date: 7/12/2023

(SEAL)

My commission expires 06/23/2024

OFFICIAL SEAL
Joseph Michael
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires Jun. 23, 2024

BUILDERS PAVING
Keeping the Earth Moving

July 12, 2023

Re: Affidavit of Availability, Letting 07/13/2023

To Whom This May Concern:

Per the Illinois Department of Transportation Rules for Prequalification of Contractors, Builders Paving, LLC is requesting to forego the filing of an Affidavit of Availability (BC-57), under Section 650.310 sub D, based upon our Super Unlimited Financial rating and Unlimited HMA Plant Mix rating as shown on the attached IDOT Certificate Of Eligibility.

Sincerely,

Builders Paving, LLC

Steven Salinas

Steven Salinas
Vice President
ssalinas@builderspavingllc.com

Illinois Department of Transportation
Office of Highways Project Implementation / Bureau of Construction
2300 South Dirksen Parkway / Springfield, Illinois 62764

March 6, 2023

Builders Paving, LLC, #2341
4401 Roosevelt Road
Hillside, IL 60162

Dear Contractor,

In response to staffing levels industrywide, the department will be implementing 44 IL Adm. Code, Section 650.120 which allows the department to grant contractors a temporary extension of prequalification ratings.

Prequalification ratings set to expire March 31 through July 31, 2023, will be extended through August 4, 2023. This will allow currently prequalified firms to bid on the April, June and August lettings. Please submit your renewal application as soon as possible as applications are processed in the order they are received. Once your application has been analyzed, a new Certificate of Eligibility will be issued. The new certificate will supersede the extension granted with this letter and any certificate previously issued.

If your firm plans to bid on a local agency letting and has not received a new Certificate of Eligibility, a copy of this letter will need to be attached to your current Certificate of Eligibility and submitted to the local agency prior to being issued bidding documents.

2023 Application Submittal Notice: In addition to the mandatory hard copy submission, the department is requesting contractors submit a PDF electronic copy if possible. Electronic copies should be emailed to Tara Elston at Tara.Elston@illinois.gov. When mailing in the hard copy, please remember notarized pages must be original copies with wet signatures.

Questions or comments may be addressed to Tara Elston, Prequalification Engineer, at (217) 782-3413.

Sincerely,

Lora S. Rensing, P.E.
Engineer of Construction

Illinois Department of Transportation

Certificate of Eligibility

Builders Paving, LLC
4413 W. Roosevelt Road, Suite 108 HILLSIDE, IL 60162

Contractor No 2341

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED SUPER UNLIMITED

001	EARTHWORK	$1,075,000
003	HMA PLANT MIX	Unlimited
012	DRAINAGE	$50,000
017	CONCRETE CONSTRUCTION	$225,000
032	COLD MILL,PLAN. & ROTOMILL	$6,275,000
08A	AGGREGATE BASES & SURF. (A)	$1,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 8/22/2022 TO 4/30/2023 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION.
ISSUED AT SPRINGFIELD, ILLINOIS ON 8/22/2022.

Engineer of Construction

IL 494-0645

ADDENDUM NO. 1

DATE: July 6, 2023

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **2023 Rebuild Illinois Resurfacing Project**

The Bidding Documents for the subject project are hereby amended as follows.

1. MODIFICATIONS

    a. The Advertisement for Bids section has been corrected. The bid deadline has been updated from July 11, 2023 to July 13, 2023. All mentions of a password needed to access the bidding documents has been removed. A typo in the project name has been corrected.

        i. Delete and replace pages 2 through 4 with the attached versions.

    b. The bid bond amount has been corrected. The bid bond required for this project is 10%.

        i. Delete and replace page 7 with the attached versions.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents or the Bid Opening Date. Bids shall be submitted online via QuestCDN.com online bidding. The attached Acknowledgement Form must be filled out and returned with your Bid.

END OF ADDENDUM NO. 1

RETURN WITH BID

ADDENDUM NO. 1
ACKNOWLEDGMENT FORM

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 1** to the Bidding Documents for the Village of Villa Park's **2023 Rebuild Illinois Resurfacing Project.**

Name: Steven Schmas

Title: Vice President

Company: Builders Paving, LLC

Signature:

Date: 7/12/2023

ADDENDUM NO. 2

DATE: July 11, 2023

FROM: Village of Villa Park Public Works Department

TO: All Plan Holders

PROJECT: **2023 Rebuild Illinois Resurfacing Project**

The Bidding Documents for the subject project are hereby amended as follows.

1. MODIFICATIONS

    a. The Schedule of Princes section has been corrected. Pay items #43 and #44 have been added. These pay items are fixed prices for water usage.

        i. Delete and replace pages 12 through 13, 34 through 37, and 84 through 86 of the specifications with the attached versions.

        ii. Delete and replace sheet 3 of the plans with the attached version.

    b. There were inconsistencies in the Contract Time. The project is based on a completion date of 10/27/2023.

        i. Delete and replace pages 47 and 48 of the specifications with the attached version.

    c. There were inconsistencies in the Hot-Mix Asphalt mixture requirements. The project is based on a completion date of 10/27/2023.

        i. Delete and replace sheet 5 of the plans with the attached version.

    d. The type and method of patching around curb replacements has been clarified

        i. Delete and replace sheets 6 through 14 of the plans with the attached versions.

Nothing in this Addendum shall be construed as changing other requirements of the Bidding Documents or the Bid Opening Date. Bids shall be submitted online via QuestCDN.com online bidding. The attached Acknowledgement Form must be filled out and returned with your Bid.

END OF ADDENDUM NO. 2

RETURN WITH BID

ADDENDUM NO. 2
ACKNOWLEDGMENT FORM

I/We hereby acknowledge receipt of the following documents pertaining to **ADDENDUM No. 2** to the Bidding Documents for the Village of Villa Park's **2023 Rebuild Illinois Resurfacing Project.**

Name: Steven Schmas

Title: Vice President

Company: Builders Paving, LLC

Signature:

Date: 7/12/2023

Illinois Department of Transportation

Special Provisions

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

The following Special Provision supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specification and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of the above named section, and in case of conflict with any parts, or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

Harvard Avenue from Central Boulevard to St. Charles Road; Central Boulevard from Addison Avenue to Cornell Avenue; Cornell Avenue from Madison Street to Park Boulevard; Cornell Avenue from Central Boulevard to Kenilworth Avenue; Congress Street from Ardmore Avenue to Summit Avenue; Van Buren Street from Cornell Avenue to Summit Avenue. The project includes milling and resurfacing, ADA ramps with detectable warnings, intermittent curb and gutter removal and replacement, drainage and utility structure adjustment or reconstruction with new frame and lid, pavement patching as needed, pavement markings, landscaping, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

INDEX
FOR
SUPPLEMENTAL SPECIFICATIONS
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2023

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-22) (Revised 1-1-23)

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Illinois Department of Transportation

Check Sheet for Recurring Special Provisions

Local Public Agency	County	Section Number
Village of Villa Park	DuPage	22-00102-00-RS

☐ **Check this box for lettings prior to 01/01/2023.**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

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Local Public Agency	County	Section Number
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BDE SPECIAL PROVISIONS
For the April 28, 2023 and June 16, 2023 Lettings

The following special provisions indicated by a “check mark” are applicable to this contract and will be included by the Project Coordination and Implementation Section of the Bureau of Design & Environment (BDE).

	File Name	#		Special Provision Title	Effective	Revised
	80099	1	☐	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2022
	80274	2	☑	Aggregate Subgrade Improvement	April 1, 2012	April 1, 2022
	80192	3	☐	Automated Flagger Assistance Devices	Jan. 1, 2008	April 1, 2023
	80173	4	☐	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Aug. 1, 2017
	80426	5	☐	Bituminous Surface Treatment with Fog Seal	Jan. 1, 2020	Jan. 1, 2022
	80436	6	☑	Blended Finely Divided Minerals	April 1, 2021	
*	80241	7	☐	Bridge Demolition Debris	July 1, 2009	
*	5053I	8	☐	Building Removal	Sept. 1, 1990	Aug. 1, 2022
*	5026I	9	☐	Building Removal with Asbestos Abatement	Sept. 1, 1990	Aug. 1, 2022
	80384	10	☑	Compensable Delay Costs	June 2, 2017	April 1, 2019
*	80198	11	☐	Completion Date (via calendar days)	April 1, 2008	
*	80199	12	☐	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
	80261	13	☑	Construction Air Quality – Diesel Retrofit	June 1, 2010	Nov. 1, 2014
	80434	14	☐	Corrugated Plastic Pipe (Culvert and Storm Sewer)	Jan. 1, 2021	
*	80029	15	☐	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Mar. 2, 2019
	80229	16	☐	Fuel Cost Adjustment	April 1, 2009	Aug. 1, 2017
	80447	17	☐	Grading and Shaping Ditches	Jan. 1, 2023	
	80433	18	☐	Green Preformed Thermoplastic Pavement Markings	Jan. 1, 2021	Jan. 1, 2022
	80443	19	☐	High Tension Cable Median Barrier Removal	April 1, 2022	
	80446	20	☐	Hot-Mix Asphalt - Longitudinal Joint Sealant	Nov. 1, 2022	
	80438	21	☐	Illinois Works Apprenticeship Initiative – State Funded Contracts	June 2, 2021	Sept. 2, 2021
	80045	22	☐	Material Transfer Device	June 15, 1999	Jan. 1, 2022
	80441	23	☑	Performance Graded Asphalt Binder	Jan. 1, 2023	
*	3426I	24	☐	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2022
	80445	25	☐	Seeding	Nov. 1, 2022	
	80448	26	☐	Source of Supply and Quality Requirements	Jan. 2, 2023	
	80340	27	☐	Speed Display Trailer	April 2, 2014	Jan. 1, 2022
	80127	28	☐	Steel Cost Adjustment	April 2, 2004	Jan. 1, 2022
	80397	29	☐	Subcontractor and DBE Payment Reporting	April 2, 2018	
	80391	30	☑	Subcontractor Mobilization Payments	Nov. 2, 2017	April 1, 2019
	80437	31	☐	Submission of Payroll Records	April 1, 2021	Nov. 1, 2022
	80435	32	☐	Surface Testing of Pavements – IRI	Jan. 1, 2021	Jan. 1, 2023
	80410	33	☐	Traffic Spotters	Jan. 1, 2019	
*	20338	34	☐	Training Special Provisions	Oct. 15, 1975	Sept. 2, 2021
	80429	35	☐	Ultra-Thin Bonded Wearing Course	April 1, 2020	Jan. 1, 2022
	80439	36	☑	Vehicle and Equipment Warning Lights	Nov. 1, 2021	Nov. 1, 2022
	80440	37	☐	Waterproofing Membrane System	Nov. 1, 2021	
	80302	38	☐	Weekly DBE Trucking Reports	June 2, 2012	Nov. 1, 2021
	80427	39	☑	Work Zone Traffic Control Devices	Mar. 2, 2020	
*	80071	40	☐	Working Days	Jan. 1, 2002	

Highlighted items indicate a new or revised special provision for the letting.

An * indicates the special provision requires additional information from the designer, which needs to be submitted separately. The Project Coordination and Implementation Section will then include the information in the applicable special provision.

The following special provisions have been deleted from use.

File Name	Special Provision Title	Effective	Revised
5048I	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
5049I	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010

The following special provisions are in the 2023 Supplemental Specifications and Recurring Special Provisions.

File Name	Special Provision Title	New Location(s)	Effective	Revised
80293	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	Articles 540.04 & 540.06	April 1, 2012	July 1, 2016
80311	Concrete End Sections for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	April 1, 2016
80422	High Tension Cable Median Barrier	Articles 644.02, 644.05, 782.01, 782.04, 782.07 & 1097.02	Jan. 1, 2020	Jan. 1, 2022
80442	Hot-Mix Asphalt	Articles 1030.09 & 1030.10	Jan. 1, 2022	Aug. 1, 2022
80444	Hot-Mix Asphalt – Patching	Errata – Article 442.08(b)	April 1, 2022	
80411	Luminaires, LED	Articles 801.05(a), 821.02(d), 821.03, 821.08 & 1067.01-1067.06	April 1, 2019	Jan. 1, 2022
80418	Mechanically Stabilized Earth Retaining Walls	Articles 1003.07 & 1004.06	Nov. 1, 2019	Nov. 1, 2020
80430	Portland Cement Concrete – Haul Time	Article 1020.11(a)(7)	July 1, 2020	
80395	Sloped Metal End Section for Pipe Culverts	Articles 540.07, 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2018	
80318	Traversable Pipe Grate for Concrete End Sections	Articles 540.04, 540.07, 540.08 & 542.01, 542.02, 542.07, 542.11 & 542.12	Jan. 1, 2013	Jan. 1, 2018

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LPC-662 CCDD FORM

SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted January 1, 2022 (hereinafter referred to as the Standard Specifications); the “Supplemental Specifications and Recrurring Special Provisions”; the latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways"; the “Manual of Test Procedures for Materials” in effect on the date of invitation for bids; and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein, which apply to and govern the construction of the Harvard Avenue from Central Boulevard to St. Charles Road, Central Boulevard from Addison Avenue to Cornell Avenue, Cornell Avenue from Madison Street to Park Boulevard, Cornell Avenue from Central Boulevard to Kenilworth Avenue, Congress Street from Ardmore Avenue to Summit Avenue Roadway and Van Buren Street from Cornell Avenue to Summit Avenue Resurfacing Plans within the Village of Villa Park, and in case of conflict with any part, or parts, of said specifications, the said Special Provisions shall take precedence and shall govern.

Harvard Avenue – Central Boulevard to St. Charles Road
Central Boulevard – Addison Avenue to Cornell Avenue
Cornell Avenue – Madison Street to Park Boulevard
Cornell Avenue – Central Boulevard to Kenilworth Avenue
Congress Street – Ardmore Avenue to Summit Avenue
Van Buren Street – Cornell Avenue to Summit Avenue
Roadway Resurfacing Plans
Section 22-00102-00-RS
DuPage County

DEFINITIONS

Contractor. The individual, firm, partnership, joint venture, or corporation contracting with the Village of Villa Park for performance of prescribed work.

Department, Owner or Village. The Village of Villa Park, County of DuPage, State of Illinois.

Engineer. The Resident Engineer who is the authorized representative of the Village of Villa Park in immediate charge of the engineering details of a construction project.

LOCATION OF PROJECT

This project begins on Harvard Avenue at a point along the centerline of Harvard Avenue approximately 36 feet north of the centerline of Park Boulevard, at Station 499+78.00, and extends in a northerly direction for approximately 2,624.00 feet (0.497 miles) to a point along the centerline of Harvard Avenue approximately 50 feet south of the centerline of St. Charles Road, at Station 526+02.00; this project begins on Central Boulevard at a point along the centerline of Central Boulevard approximately 36 feet east of the centerline of Addison Avenue, at Station 402+36.00, and extends in a easterly direction for approximately 3,164.00 feet (0.599 miles) to a point along the

centerline of Central Avenue approximately 24 feet east of the centerline of Cornell Avenue, at Station 434+00.00; this project begins on Cornell Avenue at a point along the centerline of Cornell Avenue approximately 26 feet north of the centerline of Madison Street, at Station 701+40.00, and extends in a northerly direction for approximately 3,147.46 feet (0.596 miles) to a point along the centerline of Cornell Avenue and the centerline of Park Boulevard, at Station 732+87.46; this project begins on Cornell Avenue at a point along the centerline of Cornell Avenue and the centerline of Central Boulevard, at Station 900+00, and extends in a northerly direction for approximately 1,067.58 feet (0.202 miles) to a point along the centerline of Cornell Avenue approximately and the centerline of Kenilworth Avenue, at Station 910+67.58; this project begins on Congress Street at a point along the centerline of Congress Street approximately 18 feet east of the centerline of Ardmore Avenue, at Station 600+18.14, and extends in a easterly direction for approximately 1,277.86 feet (0.242 miles) to a point along the centerline of Congress Street approximately 36 feet west of the centerline of Summit Avenue, at Station 612+96.00; this project begins on Van Buren Street at a point along the centerline of Van Buren Street approximately 48 feet west of the centerline of Cornell Avenue, at Station 800+83.00, and extends in a easterly direction for approximately 507.00 feet (0.096 miles) to a point along the centerline of Van Buren Street approximately 36 feet west of the centerline of Summit Avenue, at Station 805+90.00. The project is within the Village of Villa Park. The total project gross and net length is 11,797.90 feet (2.232 miles).

DESCRIPTION OF PROJECT

The proposed improvement consists of milling and resurfacing, intermittent curb and gutter removal and replacement, ADA ramps with detectable warnings, pavement patching as needed, drainage and utility structure adjustments or reconstructions with new frame and lid/grate, landscaping and pavement markings, and all incidental and collateral work necessary to complete the project as shown on the plans and as described herein.

GENERAL SPECIAL PROVISIONS

QUALIFICATIONS OF BIDDERS

Bidders shall comply with all applicable Federal, State, and local laws and requirements, and will further meet the qualifications prescribed in this and other applicable portions of these provisions.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with all applicable Federal, State, and local laws and requirements, and that Bidder further meets the qualifications prescribed in this and other applicable portions of these provisions. Engineer's determination as to the compliance and qualifications of the Bidder will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

Bidder, in submitting a Bid, certifies that Bidder is in compliance with the following requirements and qualifications. Bidder further certifies that Bidder is able to provide written evidence of Bidder's compliance with the following requirements and qualifications. Bidder shall, upon request by Engineer, submit such written evidence within five (5) calendar days of the Engineer's request, as well as any other written evidence which Engineer may deem necessary for the purpose of evaluating Bidder's qualifications.

(a) Bidder shall be qualified to do business in the State of Illinois.

(b) Bidder shall possess either a valid Federal Employer Tax Identification Number (FEIN) or a valid Social Security Number (SSN).

(c) Bidder shall be able to provide a street address and description of the Bidder's place of business, and the mailing address of the business, if different from the street address.

(d) Bidder shall be able to provide the number of years Bidder has been engaged in the contracting business under the present firm name, and the name of the state where incorporated.

(e) Bidder shall be able to provide a list of the property and equipment available to the Bidder.

(f) Bidder shall be able to provide a financial statement demonstrating that the Bidder has the financial resources to meet all obligations related to the Work.

(g) Bidder shall maintain insurance policies with the coverages required by the Contract, and with the minimum limits of coverage required by the Contract. Bidder shall be able to provide current certificate(s) of insurance for the insurance policies held by Bidder, demonstrating that Bidder holds insurance policies with the coverages required by the contract, and with the minimum limits of coverage required by the Contract.

(h) Bidder shall have constructed a minimum of three (3) projects of a similar nature in the immediate past five (5) years. Bidder shall be able to provide a list of all projects of a similar nature constructed by Bidder in the immediate past five (5) years, which list shall contain the minimum of three (3) such projects, which list shall provide a description and the location(s) of all such projects, and shall contain the Bidder's performance record and references, as well as the names and current contact information, including addresses and telephone numbers, of persons who acted as owners' representatives for those projects and who have knowledge of those projects, and whom Bidder agrees the Village may contact for the purpose of verifying Bidder's performance and references.

(i) Bidder shall be able to provide a list of three (3) references (name, address and telephone number) with knowledge of the integrity and business practices of the bidder. Such references may not be persons who have been employed by Bidder as employees.

(j) Bidder shall be able to provide a list of projects presently under Contract, the awarded Contract amount of each, the approximate adjusted Contract amount of each (if applicable), and the dollar amount or percent of completion of each.

(k) Bidder shall be able to provide a list of Contracts which have resulted in lawsuits, whether against Bidder as a prime contractor, against Bidder as a subcontractor, or against Bidder as a party in any other capacity; or against subcontractors or suppliers performing work for Bidder or under Contract held by Bidder.

(l) Bidder shall be able to provide a list of Contracts defaulted.

(m) Bidder shall be able to provide a statement indicating whether or not Bidder has ever filed bankruptcy.

(n) Bidder shall be able to provide a list of all officers of the firm, which list shall also indicate those officers who, while in the employ of the firm or in the employ of previous firms, were associated with Contracts which resulted in lawsuits, Contracts defaulted, or firms which filed for bankruptcy.

(o) Bidder shall maintain personnel guaranteed to be employed in the responsible charge of the Work, which personnel possess sufficient technical experience to ensure the satisfactory completion of the Work. Bidder shall be able to provide the names and technical experience of such personnel, as well as statements as to whether the personnel have or have not performed satisfactorily on other contracts of like nature and magnitude or comparable difficulty at similar rate of progress.

(p) Bidder shall be able to provide a list of subcontractors and suppliers anticipated to be employed by Bidder for the purpose of completing the Work, including the firm name, street address and description of place of business; mailing address of business (if different); phone, fax and e-mail contact information of business; name of primary contact; and a list of any projects or contracts for which Bidder currently owes monies to said firm, which list shall include a description of the project or contract, the amount currently due to said firm, the period of time for which those monies have been owed, and the expected date of payment of those monies.

(q) Bidder shall participate in active apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training for each of the trades of work contemplated under the Contract. Bidder shall be able to provide evidence of Bidder's participation in such apprenticeship and training programs.

(r) Bidder shall only employ subcontractors who meet the requirements prescribed in this section and other sections of these specifications.

(s) Bidder shall be able to provide such other information as may assist the Village in determining whether the Bidder is adequately prepared to fulfill the Contract.

These requirements and qualifications are not intended to discourage bidding, to make it difficult for qualified Bidders to submit Bids, or to discourage beginning contractors. The purpose of these requirements and qualifications is to allow the Village to obtain sufficient information about Bidder's financial state, available equipment, personnel, and previous work experience so that the Village may mitigate the hazards involved in awarding contracts to parties who may not be qualified to perform the Work as specified.

A copy of Village of Villa Park Ordinance No. 3733, amending the requirements of bidders for construction projects, is provided as Appendix Insert Bidders Qualifications Ordinance Appendix Number.

BID PRICE LIMITATIONS

The bid price for TRAFFIC CONTROL AND PROTECTION shall not exceed 5 percent of the total bid price. If the bid price for TRAFFIC CONTROL AND PROTECTION exceeds 5 percent of the total bid price, the Village may reject the Bid.

The bid price for CONSTRUCTION LAYOUT shall not exceed 2 percent of the total bid price. If the bid price for CONSTRUCTION LAYOUT exceeds 2 percent of the total bid price, the Village may reject the Bid.

The bid price for PRE-CONSTRUCTION VIDEO RECORDING shall not exceed 1 percent of the total bid price. If the bid price for PRE-CONSTRUCTION VIDEO RECORDING exceeds 1 percent of the total bid price, the Village may reject the Bid.

Bidder, in submitting a Bid, certifies that the Bid is in compliance with these requirements. The Village's determination as to whether or not to reject a Bid that does not comply with these requirements will be final, and Bidder, in submitting a Bid, agrees to be bound by that determination.

BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids shall remain subject to acceptance by the Village for a period of 90 calendar days from the date of the bid opening. The Village may extend the acceptance period by up to an additional 90 calendar days upon written notice to all bidders by the Village. The Village may, in its sole discretion, release any bid and return the bid bond prior to the end of the acceptance period.

INCREASED OR DECREASED QUANTITIES

The Village reserves the right to increase or decrease the amount of work shown in the plans in accordance with Section 109 of the Standard Specifications.

FINAL INSPECTION

Final inspection shall be in accordance with Article 105.13 of the Standard Specifications, except as modified herein.

Revise the second paragraph of Article 105.13 of the Standard Specifications to read:

"If the inspection discloses any work, in whole or in part, as being unsatisfactory, the Engineer will give the Contractor the necessary instructions for correction of same, and the Contractor shall comply with such instructions within 14 calendar days of receipt of such instructions. The Contractor shall give the Engineer not less than 48 hours' notice, in writing, prior to beginning any such corrective work. Upon completion of all corrective work, the Contractor shall give the Engineer notice in writing. Upon receipt of such notice, the Engineer will make another inspection which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Engineer will notify the Contractor in writing of the date of final inspection."

DATE OF MANUFACTURE

Revise the second paragraph of Article 106.01 of the Standard Specifications to read:

"All materials to be permanently incorporated in the work, including, but not limited to, frames, grates, lids, castings, fire hydrants, pipe, drainage and utility structures, valves, stops, fittings, and hardware, shall have been manufactured no earlier than January 1 of the calendar year in which they are to be installed unless otherwise specifically prescribed in the contract documents."

IRON, STEEL, COPPER, AND BRASS PRODUCTS

Revise the third paragraph of Article 106.01 of the Standard Specifications to read:

All iron, steel, copper, and brass products, which are to be incorporated into the work, shall be domestically manufactured or produced and fabricated, unless an exception is expressly permitted under Federal and/or State law and written permission is given by Owner. The Contractor shall obtain from the iron, steel, copper, or brass producer and/or fabricator, in addition to the mill analysis, a certification that all iron, steel, copper, or brass materials meet these domestic source requirements.

HOLIDAYS

Revise the list of legal holidays in Article 107.09 of the Standard Specifications to read:

New Year's Day
Easter
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day
New Year's Eve

PUBLIC CONVENIENCE AND SAFETY (D–1)
Effective: May 1, 2012
Revised: July 15, 2012

Add the following to the end of the fourth paragraph of Article 107.09:

"If the holiday is on a Saturday or Sunday, and is legally observed on a Friday or Monday, the length of Holiday Period for Monday or Friday shall apply."

Add the following sentence after the Holiday Period table in the fourth paragraph of Article 107.09:

"The Length of Holiday Period for Thanksgiving shall be from 5:00 AM the Wednesday prior to 11:59 PM the Sunday After"

Delete the fifth paragraph of Article 107.09 of the Standard Specifications:

"On weekends, excluding holidays, on roadways with Average Daily Traffic of 25,000 or greater, all lanes shall be open to traffic from 3:00 P.M. Friday to midnight Sunday except where structure construction or major rehabilitation makes it impractical."

USE OF FIRE HYDRANTS

Revise Article 107.18 of the Standard Specifications to read:

"**107.18 Use of Fire Hydrants.** If Contractor requires water for the completion of construction operations, and desires to obtain water from the Village, the Contractor shall make written application to the Village. If such application is approved by the Village, the Contractor shall obtain water from the fire hydrant located at 100 West Home Avenue, adjacent to the Village of Villa Park Fleet Maintenance Garage. Contractor's use of said hydrant and methods of obtaining water shall be in compliance with all applicable ordinances, rules, and regulations concerning such use. Contractor shall furnish all labor and equipment necessary to make a connection to said hydrant, and to obtain and transport water.

Prior to obtaining water, Contractor shall make written application to the Village for temporary use of a hydrant meter. If the application for temporary use of a hydrant meter is approved, the Contractor shall provide a deposit of three-thousand dollars ($3,000.00) to the Village for the temporary use of said hydrant meter, which deposit will be held by the Village until such time that the meter is returned to the Village by the Contractor in satisfactory condition. Contractor shall use said hydrant meter when obtaining water and shall comply with all conditions for the use of said meter. Contractor shall return the hydrant meter to the Village within 24 hours of project completion and within 24 hours of any request by the Village that the hydrant meter be returned.

If Contractor makes application for temporary use of a hydrant meter and the application is not approved, Contractor shall make record of the quantity of water obtained, along with the date and time obtained, and shall report such information after each use to the Village of Villa Park Public Works Department, 11 West Home Avenue. If such use takes place outside of the normal working hours of the Public Works Department, Contractor shall report such information immediately upon the commencement of normal working hours.

Contractor shall not use, operate, or obtain water from any hydrants other than the hydrant prescribed. Contractor shall not obtain water from the Village for construction operations or activities not under contract with the Village.

If a water main break occurs and the Village determines that the water main break is a result of Contractor's use of a hydrant, the Village may require the Contractor to repair the water main break in accordance with all applicable construction standards and requirements and at no cost to the contract, or may repair the water main break by other means and invoice the Contractor for reimbursement of the Village's costs.

Water usage will be measured according to the Special Provisions WATER USAGE DEDUCTION and WATER USAGE CREDIT."

INSURANCE

Insurance and indemnification shall be in accordance with applicable sections of the Standard Specifications and shall also be in accordance with the "IRMA Contractual Insurance Guidelines", incorporated herein as Appendix Insert Insurance Appendix Number. If a conflict is determined to exist between the requirements prescribed in the Standard Specifications and the requirements prescribed in the IRMA Contractual Insurance Guidelines, such conflict will be resolved as follows:

a. If a particular type of insurance coverage is required by one standard but not by both, that type of insurance coverage will be required.

b. If the minimum limits of insurance coverage required by one standard differ from those required by the other standard, the higher minimum limits of insurance coverage will prevail.

c. If any other conflicts are determined to exist between the requirements prescribed in the two standards, the stricter of the two requirements will prevail. The Village will make the final determination as to what constitutes a stricter requirement.

Contractor shall provide a Certificate of Insurance prior to execution of Contract. Such Certificate of Insurance shall list the Village of Villa Park as Certificate Holder and shall also name the following entity or entities as additional insureds:

Village of Villa Park

Certificate of Insurance shall include a CG5036 Additional Insured Endorsement.

Should said Certificate of Insurance expire prior to final acceptance of the project, said certificate shall be automatically renewed and provided to the Village of Villa Park a minimum of 30 days prior to expiration.

SUBCONTRACTING

Add the following to the end of the first paragraph of Article 108.01 of the Standard Specifications:

"Should Contractor fail to respond to such request for proof from Engineer or should Engineer determine that Contractor's response to such request is not sufficient to prove that a proposed subcontractor has the experience, ability, and equipment the work requires, Engineer may prohibit the employ of said subcontractor."

Add the following paragraph to the end of Article 108.01 of the Standard Specifications:

"The apparent low Bidder shall submit to Owner within 7 calendar days after the receipt of bids, a list of the names of Bidder's proposed subcontractors and material suppliers along with a description of the work to be performed or the materials to be supplied by each."

PROGRESS SCHEDULE

Revise Article 108.02 of the Standard Specifications to read:

After the award of the contract and prior to starting work, the Contractor shall submit to the Engineer a satisfactory progress schedule or critical path schedule which shall show the proposed sequence of work, and how the Contractor proposes to complete the various items of work within the number of calendar days set up in the contract or on or before the completion date specified in the contract.

Work will not be permitted to start until a progress schedule has been submitted and approved. The contract time will commence to run in accordance with the contract documents regardless of whether a progress schedule has been submitted or approved. If the contract time has commenced to run and a progress schedule has not been submitted, the contract time will continue to run until the day that a progress schedule is submitted. The contract time will be suspended upon submittal of a progress schedule and while such progress schedule is under review. The contract time will resume to run upon provision of a response by the Engineer to the submitted progress schedule, regardless of whether such response is approval or rejection.

The progress schedule shall be used as a basis for establishing the controlling item of construction operations and for checking the progress of the work. The controlling item shall be defined as the item which must be completed either partially or completely to permit continuation of progress. It shall be the responsibility of the Contractor to show the intended rate of production for each controlling item listed on the schedule during the period such item is controlling.

The Contractor shall confer with the Engineer at regular intervals in regard to the prosecution of the work according to the progress schedule or critical path schedule.

If at any time the actual progress is ten or more calendar days behind the proposed progress shown on the approved schedule, the Engineer will select the controlling item of work for the purpose of checking the progress of the work. In such cases the Contractor shall submit a satisfactory revised progress schedule or revised critical path schedule. The Engineer will continue to determine the controlling item until the Contractor has submitted a satisfactory revised progress schedule or revised critical path schedule and such schedule has been approved.

Payment under this contract may be withheld if, at any time, a satisfactory and approved progress schedule is not in place.

WORKING HOURS

Working hours will be between 7:00 A.M. and 5:00 P.M., Monday through Friday, excluding holidays as designated by the Contract.

Contractor will not permit the performance of Work outside these working hours without Owner's written consent, which may be given after prior written request to Engineer, except as otherwise required for the safety of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents.

If Contractor permits the performance of Work outside these working hours, Contractor shall compensate Owner for the costs of inspection and other services provided by Owner or Engineer. Owner will determine the rates at which such inspection and other services are to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

CONTRACT TIME

The work shall achieve substantial completion by October 27, 2023 unless additional time is granted in accordance with the specifications.

Substantial completion shall be defined as the completion of, at a minimum, underground utility work, roadway excavation, aggregate subgrade improvements, aggregate base course placement, concrete curb and gutter installation, binder course placement, surface course placement, driveway pavement placement, sidewalk removal and replacement, grading of parkways, placement of topsoil, and such other items of work as may be identified by the Engineer.

The work shall achieve final completion in accordance with the special provision FINAL INSPECTION.

No allowance will be made for delay or suspension of the work due to the fault of the Contractor.

FAILURE TO COMPLETE THE WORK ON TIME

Replace the table in Article 108.09 of the Standard Specifications with the following:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Calendar Day	Work Day
$ 0	$ 100,000	$ 2,000	$ 2,800
100,000	500,000	3,000	4,200
500,000	1,000,000	4,000	5,600
1,000,000	3,000,000	5,000	7,000
3,000,000	6,000,000	6,000	8,400
6,000,000	12,000,000	9,000	12,600
12,000,000	And over	25,000	35,000

Add the following paragraph to the end of Article 108.09 of the Standard Specifications:

"Liquidated damages will be charged for each day of overrun in both substantial completion deadlines and final completion deadlines."

MONIES DUE TO OWNER

Should Contractor be subject to fines, deductions, reimbursements, liquidated damages, or other monies due to Owner, the cost thereof may be deducted from any monies due or to become due the Contractor under this contract or any other contract between the Owner and the Contractor. Bidders and Contractor, in submitting Bids, acknowledge this requirement and agree to be bound by it.

PARTIAL PAYMENTS

Add the following after the first paragraph of Article 109.07(a) of the Standard Specifications:

"Owner will deduct from the amount so determined for the completed work a sum of ten percent to be retained until the final payment. Owner may, at its discretion, reduce the percentage of such retention prior to the final payment, but in no event shall the amount retained be reduced to less than ten percent prior to substantial completion, nor shall such retention be reduced to less than two percent or less than $5,000.00 prior to the final payment.

TREE DAMAGE

If any trees are damaged during the project, the Contractor shall obtain and file with the Village a tree assessment of the damaged trees. The tree assessment shall detail the health and condition of the damaged trees and shall provide a recommendation for or against retention of each affected tree. The tree assessment will not be paid for.

When, in the opinion of the Village, a tree assessment obtained by the Contractor does not represent an independent evaluation, the Village may direct the Contractor to obtain a second tree assessment of the damaged trees and may provide the Contractor with a list of not less than two ISA Certified Arborists, from which list the Contractor shall select one for completion of the second tree assessment. The second tree assessment, if so directed, will not be paid for.

When multiple tree assessments are obtained, it will be the opinion of the Village as to which tree assessment is utilized for the purposes of addressing the remaining requirements of this section. Further references to the tree assessment in this section shall refer to the tree assessment selected by the Village.

If the tree assessment results in a recommendation for retention of an affected tree, the Contractor shall perform tree remediation of the affected tree as follows.

Trees subject to tree remediation will be fertilized and treated with Paclobutrazol. Treatment shall consist of air spading 2 holes for every 3 sq. ft. of area within the dripline of the tree to a depth of 12 in. to 18 in. and backfilling with Biochar.

If a tree subject to tree remediation is an Oak or an Elm species and the damage occurred between the dates of April 15 and October 15, then in addition to the Paclobutrazol treatment specified herein, the damage to the tree will be sealed in a manner approved by the Engineer.

The Owner may require the Contractor to perform additional methods of tree remediation or methods of tree remediation different from those listed if recommended by the tree assessment or deemed appropriate by the Owner.

Tree remediation will not be paid for.

If the tree assessment results in a recommendation against retention of an affected tree, the Contractor shall remove the affected tree. Should removal of the affected tree result in any additional damage to the site or result in the need for any additional restoration, Contractor shall repair or replace the damage or perform the restoration as deemed necessary by the Engineer. This work shall be in accordance with Article 201.04 of the Standard Specifications, except that the work will not be paid for.

If a tree is to be removed due to damage, a deduction will be applied to monies due or that might become due the Contractor. This Tree Damage Deduction will be applied as follows.

Trees to be removed due to damage will be measured per unit of diameter where one unit is equal to 1 in. The diameter will be measured at a point 4.5 ft. above the highest ground level at the base of the tree and will be determined by dividing the measured circumference of the tree by 3.1416.

If the tree had tree protection installed at the time of damage and if, in the opinion of the Village, the tree protection was correctly installed at the time of damage, the Tree Damage Deduction will be $300 per unit of diameter of the tree.

If the tree did not have tree protection installed at the time of damage or if, in the opinion of the Village, the tree protection was not correctly installed at the time of damage, the Tree Damage Deduction will be $800 per unit of diameter of the tree.

If a tree is to be removed due to damage, then in addition to the Tree Damage Deduction, Contractor shall also furnish and plant a tree of a species and caliper selected by the Owner at a location determined by the Owner. This work shall be in accordance with Section 253 of the Standard Specifications, except that the work will not be paid for.

BITUMINOUS MATERIALS

Prime coat will not be applied on aggregate bases as a part of this contract.

Tack coat shall be in accordance with the pay item special provision BITUMINOUS MATERIALS (TACK COAT).

TEST STRIPS

Test strips shall be in accordance with Section 406 and Section 1030 of the Standard Specifications, except as modified herein.

Test strips and the HMA mixture in test strips, if required, will not be measured for payment but shall be included in the unit bid prices of hot-mix asphalt binder courses and hot-mix asphalt surface courses.

PORTLAND CEMENT CONCRETE PAVEMENTS AND SIDEWALKS

Where forms are to be used for the installation of concrete, all such forms shall be wood.

Wood forms for all concrete installation shall be of a width that exceeds the required thickness of the concrete being installed

ADJUSTING RINGS

All drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract shall have adjusting rings installed between the topmost section of the structure and the casting.

Each structure shall be fitted with a minimum of one adjusting ring and a maximum of two adjusting rings. The topmost adjusting ring on each structure shall be rubber. The second adjusting ring on each structure, if needed, shall be precast concrete with steel reinforcement. The total height of all adjusting rings on a single structure shall be a minimum of 2 in. and a maximum of 12 in.

The mating faces of adjusting rings shall be smooth, parallel, and free of cracks, chips, spalling, or casting irregularities. Rubber mastic shall be installed between each joint.

Adjusting rings will not be paid for separately but shall be included in the cost of the items to which this work pertains.

MOBILIZATION

Mobilization shall be in accordance with Section 671 of the Standard Specifications, except as modified herein.

Revise Article 671.02 of the Standard Specifications to read:

"**671.02 Basis of Payment.** This work will not be paid for separately but shall be included in the unit bid prices of the items for which this work applies."

KEEPING ROADS OPEN TO TRAFFIC

All roads shall remain open to traffic unless otherwise shown on the contract plans. When necessary to close one lane because of construction, the Contractor shall maintain one-way traffic during construction hours with the use of signs and flaggers as shown on the Traffic Control Standards. Two lanes of traffic will be maintained during nights and weekends when no construction activities are being carried on.

PORTABLE TOILET

Contractor shall furnish a portable toilet meeting Federal, State, and local health department requirements stocked with lavatory and sanitary supplies at all times. The portable toilet shall be provided at a location approved by the Engineer. The portable toilet shall be maintained in a clean and sanitary condition and shall be emptied as needed. This work will not be paid for separately but shall be included in the cost of the contract.

PROGRESS MEETINGS

Construction progress meetings will be held on a weekly basis beginning when the contract time commences to run and continuing until the project achieves final completion. Owner may, at its discretion, reduce the frequency of such meetings or cancel any or all such meetings. Contractor's representative in responsible charge of the work shall be present at all scheduled progress meetings. If Contractor's representative is not present at one or more scheduled progress meetings, Contractor shall compensate Owner for the costs of attendance of such meetings by Owner's and Engineer's representatives. Owner will determine the rates at which such attendance is to be compensated. Owner will determine the interval or intervals at which billing will take place, and may, at Owner's discretion, submit invoices for payment to Contractor, or deduct the costs from any monies due or to become due to the Contractor from Owner.

OPERATION OF WATER DISTRIBUTION FACILITIES

Contractor shall not operate any water distribution facilities, including, but not limited to, valves and hydrants. If Contractor requires the operation of such facilities, Contractor shall provide a minimum of 48 hours' notice to the Village and the Village will operate such facilities.

CONSTRUCTION SAFETY AND HEALTH STANDARDS

It is a condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract that the Contractor and any Subcontractor shall not require any laborer or mechanic employed in performance of that contract to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health or safety, as determined under Federal Construction Safety and Health Standards.

MAINTENANCE WARRANTY

The Contractor shall execute and deliver to the Village, before final payment will be issued, a written warranty, in a form satisfactory to the Village, which guarantees that all work is in accordance with the contract and will not be defective. This warranty shall guarantee all work for a period of 1 year from the date of final inspection.

The Contractor shall furnish a warranty bond in an amount equal to 10 percent of the final contract amount, or $55,000.00, whichever is greater, by a surety satisfactory to the Village to guarantee Contractor's warranty to repair defective work.

If, within the warranty period, the Village determines any work to be defective, a written notice of such deficiency will be sent to the Contractor by certified mail.

The Contractor shall, within 14 calendar days of receipt of the notice of deficiency, and without cost to the Village, correct or repair such defective work, or remove and replace the defective work in accordance with the contract requirements for the item or items in question.

If Contractor desires an extension of time to complete the corrective work, Contractor shall make such request in writing within 10 calendar days of receipt of the notice of deficiency. After the Contractor has filed a request for an extension of time, the Village will notify the Contractor, in writing, whether or not such extension will be approved.

Should the Contractor fail to complete the corrective work within the 14 calendar days or within such extended time as may have been allowed, the Contractor shall be liable and shall pay to the Village the amount shown in the Schedule of Deductions for Each Day of Overrun in Contract Time, not as a penalty but as liquidated damages, for each day of overrun beyond the 14 calendar days or such extended time as may have been allowed.

MAINTENANCE OF ROADWAYS (D1)
Effective: September 30, 1985
Revised: November 1, 1996

Beginning on the date that work begins on this project, the Contractor shall assume responsibility for normal maintenance of all existing roadways within the limits of the improvement. This normal maintenance shall include all repair work deemed necessary by the Engineer, but shall not include snow removal operations. Traffic control and protection for maintenance of roadways will be provided by the Contractor as required by the Engineer.

If items of work have not been provided in the contract, or otherwise specified for payment, such items, including the accompanying traffic control and protection required by the Engineer, will be paid for in accordance with Article 109.04 of the "Standard Specifications".

RESPONSIBILITY FOR VANDALISM

The Contractor shall be responsible for the protection of all equipment and materials. Any equipment or materials which are stolen, missing, lost, damaged, or vandalized shall be the Contractor's responsibility to replace or repair as needed at no additional cost to the contract.

The Contractor shall be responsible for the defacement of any concrete pours before they have set up. Concrete pavement, sidewalk, driveway, or curbing that has been defaced, in the opinion of the Engineer, shall be removed and replaced by the Contractor at Contractor's expense.

EXCAVATION AND BACKFILLING OF DRAINAGE AND UTILITY STRUCTURES

Excavation, bedding and backfilling of drainage and utility structures which are constructed, reconstructed, or adjusted as a part of this contract will not be paid for separately but shall be included in the cost of the items to which this work pertains.

SALVAGE AND DISPOSAL OF EXISTING MATERIALS

Existing manufactured materials which are removed and are not to be reused, including, but not limited to, frames, grates, lids, castings, sign posts, sign panels, fire hydrants, valves, stops, and fittings, shall remain the property of the Village unless the Engineer waives this requirement as specified herein.

Existing manufactured materials which are removed and are not to be reused will be inspected by the Engineer. Materials which are determined by the Engineer to be in satisfactory condition shall remain the property of the Village and shall be delivered by the Contractor to the Village of Villa Park Public Works Department yard located at 51 South Ardmore Avenue in Villa Park. Delivery shall be made during the normal working hours of the Village of

Villa Park Public Works Department and the Contractor shall coordinate the day, time, and other details of delivery with the Village.

Materials which are determined by the Engineer to be in unsatisfactory condition shall become the property of the Contractor and shall be removed from the site by the end of the workday and properly disposed of by the Contractor.

The delivery or disposal of materials will not be paid for separately but shall be included in the cost of all items that include removal of existing materials.

FRAMES, GRATES, AND LIDS

Frames, grates, lids, and all other castings furnished under this contract shall be in accordance with Section 602 and Section 604 of the Standard Specifications, except as modified herein.

Castings shall conform to ASTM A48 Class 30. Castings shall be free of cracks, holes, swells, cold shuts, and patches. Castings shall not be coated or painted.

Frames, grates, lids, and other castings shall be furnished in accordance with the following:

Type 1 frames and closed lids shall be Neenah R-1713 self-sealing or approved equal.

Type 1 frames and open lids shall be Neenah R-1713 or approved equal.

Type 11 frames and grates located in barrier curb and gutter shall be Neenah R-3281-A with curb box or approved equal.

Type 11 frames and grates located in depressed curb and gutter shall be Neenah R-3281-A with depressed curb grate or approved equal.

All other castings not specified above shall be as shown on the plans or as directed by the Engineer. If any of the castings specified are not compatible in the field due to frame height or other constraints, the Contractor shall propose an alternate casting to the Engineer for approval and shall furnish the alternate casting if approved.

Frames, grates, lids, and other castings located within curb ramps or crosswalks shall be substituted with ADA compliant castings.

All closed lid castings furnished under this contract shall be self-sealing, gasketed, watertight, and shall have machined bearing surfaces and concealed pick holes. The top surface of all closed lids shall be embossed with the words "VILLAGE OF VILLA PARK". The top surface of closed lids shall also be embossed with the word "SANITARY", "STORM", or "WATER" as appropriate.

Enviro-curb logos on curb boxes for Type 11 frames and grates shall have the words "DUMP NO WASTE" and "DRAINS TO RIVER" or "DRAINS TO WATERWAY" cast into the top of all curb boxes.

This work will not be paid for separately but shall be included in the cost of all pay items that include the furnishing of frames, grates, lids, or other castings.

PROTECTION OF EXISTING DRAINAGE FACILITIES DURING CONSTRUCTION

Unless otherwise noted in the contract plans, the existing drainage facilities shall remain in use during the period of construction.

Locations of existing drainage structures and sewers, if shown on the contract plans, are approximate. Prior to commencement of work, the Contractor, at his/her own expense, shall determine the exact location of existing structures which are within the proposed construction site.

All drainage structures are to be kept free from any debris resulting from construction operations. All work and materials necessary to prevent accumulation of debris in the drainage structure resulting from construction operations shall be removed at the Contractor's own expense, and no extra compensation will be allowed.

Unless reconstruction or adjustment of an existing manhole, catch basin, or inlet is called for in the contract plans or ordered by the Engineer, the proposed work shall meet the existing elevations of these structures. Should reconstruction or adjustment of a drainage structure be required by the Engineer in the field, the necessary work and payment shall be done in accordance with Section 602 and Article 104.02 respectively, of the Standard Specifications.

Existing frames and grates are to remain unless otherwise noted in the contract plans or as directed by the Engineer. Frames and grates that are missing or damaged prior to construction shall be replaced. The type of replacements frame or grate shall be determined by the Engineer, and replacement and payment for same shall be in accordance

with Section 604 and Article 104.02 respectively, of the Standard Specifications unless otherwise noted in the plans or special provisions.

DROP HAMMERS

The use of drop hammers or similar equipment will not be permitted.

AVAILABLE REPORTS

☐ No project specific reports were prepared.

When applicable, the following checked reports and record information is available for Bidders' reference upon request:

☐ Record structural plans

☒ Preliminary Site Investigation (PSI)

☒ Preliminary Environmental Site Assessment (PESA)

☐ Soils/Geotechnical Report

☐ Boring Logs

☐ Pavement Cores

☐ Location Drainage Study (LDS)

☐ Hydraulic Report

☐ Noise Analysis

☐ Other: N/A

Those seeking these reports should request access from:

Kevin L. Mantels, P.E.– Assistant Village Engineer
Village of Villa Park
Engineering Division
Phone: (630) 834-8505
Email: kmantels@invillapark.com

STATUS OF UTILITIES (D1)
Effective: June 1, 2016
Revised: January 1, 2020

Utility companies and/or municipal owners located within the construction limits of this project have provided the following information regarding their facilities and the proposed improvements. The tables below contain a description of specific conflicts to be resolved and/or facilities which will require some action on the part of the Department's contractor to proceed with work. Each table entry includes an identification of the action necessary and, if applicable, the estimated duration required for the resolution.

UTILITIES TO BE ADJUSTED

Conflicts noted below have been identified by following the suggested staging plan included in the contract. The company has been notified of all conflicts and will be required to obtain the necessary permits to complete their work; in some instances, resolution will be a function of the construction staging. The responsible agency must relocate, or complete new installations as noted below; this work has been deemed necessary to be complete for the Department's contractor to then work in the stage under which the item has been listed.

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	RESPONSIBLE AGENCY	DURATION OF TIME
No Conflicts Anticipated				

All Stages: 0 Days Total Installation

The following contact information is what was used during the preparation of the plans as provided by the Agency/Company responsible for resolution of the conflict.

Agency/Company Responsible to Resolve Conflict	Name of contact	Phone	E-mail address
None			

UTILITIES TO BE WATCHED AND PROTECTED

The areas of concern noted below have been identified by following the suggested staging plan included for the contract. The information provided is not a comprehensive list of all remaining utilities, but those which during coordination were identified as ones which might require the Department's contractor to take into consideration when making the determination of the means and methods that would be required to construct the proposed improvement. In some instances, the contractor will be responsible to notify the owner in advance of the work to take place so necessary staffing on the owner's part can be secured.

Stage 1

STAGE / LOCATION	TYPE	DESCRIPTION	OWNER

The following contact information is what was used during the preparation of the plans as provided by the owner of the facility.

Agency/Company to Resolve Conflict	Name of contact	Phone	E-mail address

The above represents the best information available to the Department and is included for the convenience of the bidder. The days required for conflict resolution should be considered in the bid as this information has also been factored into the timeline identified for the project when setting the completion date. The applicable portions of the Standard Specifications for Road and Bridge Construction shall apply.

Estimated duration of time provided above for the first conflicts identified will begin on the date of the executed contract regardless of the status of the utility relocations. The responsible agencies will be working toward resolving subsequent conflicts in conjunction with contractor activities in the number of days noted.

The estimated relocation duration must be part of the progress schedule submitted by the contractor. A utility kickoff meeting will be scheduled between the Department, the Department's contractor and the utility companies when necessary. The Department's contractor is responsible for contacting J.U.L.I.E. prior to all excavation work.

COARSE AGGREGATE FOR BACKFILL, TRENCH BACKFILL AND BEDDING (D1)
Effective: November 1, 2011
Revised: November 1, 2013

This work shall be according to Section 1004.05 of the Standard Specifications except for the following:

Reclaimed Asphalt Pavement (RAP) maybe blended with gravel, crushed gravel, crushed stone crushed concrete, crushed slag, chats, crushed sand stone or wet bottom boiler slag. The RAP used shall be according to the current

Bureau of Materials and Physical Research Policy Memorandum, "Reclaimed Asphalt Pavement (RAP) for Aggregate Applications". The RAP shall be uniformly graded and shall pass the 1.0 in. (25 mm) screen. When RAP is blended with any of the coarse aggregate listed above, the blending shall be done mechanically with calibrated feeders. The feeders shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered. The final blended product shall not contain more than 40 percent by weight RAP.

The coarse aggregate listed above shall meet CA 6 and CA 10 gradations prior to being blended with the processed and uniformly graded RAP. Gradation deleterious count shall not exceed 10% of total RAP and 5% of other by total weight."

RECLAIMED ASPHALT PAVEMENT FOR NON-POROUS EMBANKMENT AND BACKFILL (D1)

Effective: April 1, 2001
Revised: January 1, 2007

Add the following sentence to Article 1004.05 (a) of the Standard Specifications:

> "Reclaimed Asphalt Pavement (RAP) may be used as aggregate in Non-porous Granular Embankment and Backfill. The RAP material shall be reclaimed asphalt pavement material resulting from the cold milling or crushing of an existing hot-mix bituminous concrete pavement structure, including shoulders. RAP containing contaminants such as earth, brick, concrete, sheet asphalt, sand, or other materials identified by the Department will be unacceptable until the contaminants are thoroughly removed.

Add the following sentence to Article 1004.05 (c)(2) of the Standard Specifications:

"One hundred percent of the RAP when used shall pass the 3 inch (75 mm) sieve. The RAP shall be well graded from coarse to fine. RAP that is gap-graded or single-sized will not be accepted."

HOT-MIX ASPHALT BINDER AND SURFACE COURSE (D1)
Effective: November 1, 2019
Revised: December 1, 2021

Revise Article 1004.03(c) to read:

"(c) Gradation. The coarse aggregate gradations shall be as listed in the following table.

Use	Size/Application	Gradation No.
Class A-1, A-2, & A-3	3/8 in. (10 mm) Seal	CA 16 or CA 20
Class A-1	1/2 in. (13 mm) Seal	CA 15
Class A-2 & A-3	Cover Coat	CA 14
HMA High ESAL	IL-19.0;	CA 11 1/

	Stabilized Subbase IL-19.0	
	SMA 12.5 2/	CA 13[4/], CA 14, or CA 16
	SMA 9.5 2/	CA 13[3/4/] or CA 16[3/]
	IL-9.5	CA 16, CM 13[4/]
	IL-9.5FG	CA 16
HMA Low ESAL	IL-19.0L	CA 11 1/
	IL-9.5L	CA 16

1/ CA 16 or CA 13 may be blended with the CA 11.

2/ The coarse aggregates used shall be capable of being combined with the fine aggregates and mineral filler to meet the approved mix design and the mix requirements noted herein.

3/ The specified coarse aggregate gradations may be blended.

4/ CA 13 shall be 100 percent passing the 1/2 in. (12.5mm) sieve."

Revise Article 1004.03(e) of the Supplemental Specifications to read:

"(e) Absorption. For SMA the coarse aggregate shall also have water absorption ≤ 2.0 percent."

Revise the "High ESAL" portion of the table in Article 1030.01 to read:

"High ESAL	Binder Courses	IL-19.0, IL-9.5, IL-9.5FG, IL-4.75, SMA 12.5, Stabilized Subbase IL-19.0
	Surface Courses	IL-9.5, IL-9.5FG, SMA 12.5, SMA 9.5"

Revise Note 2. and add Note 6 to Article 1030.02 of the Standard Specifications to read:

"Item Article/Section

(g)Performance Graded Asphalt Binder (Note 6) 1032
(h) Fibers (Note 2)

Note 2. A stabilizing additive such as cellulose or mineral fiber shall be added to the SMA mixture according to Illinois Modified AASHTO M 325. The stabilizing additive shall meet the Fiber Quality Requirements listed in Illinois Modified AASHTO M 325. Prior to approval and use of fibers, the Contractor shall submit a notarized certification by the producer of these materials stating they meet these requirements. Reclaimed Asphalt Shingles (RAS) may be used in Stone Matrix Asphalt (SMA) mixtures designed with an SBA polymer modifier as a fiber additive if the mix design with RAS included meets AASHTO T305 requirements.

The RAS shall be from a certified source that produces either Type I or Type 2. Material shall meet requirements noted herein and the actual dosage rate will be determined by the Engineer.

Note 6. The asphalt binder shall be an SBS PG 76-28 when the SMA is used on a full-depth asphalt pavement and SBS PG 76-22 when used as an overlay, except where modified herein. The asphalt binder shall be a SBS PG 76-22 for IL-4.75, except where modified herein.."

Revise table in Article 1030.05(a) of the Standard Specifications to read:

"MIXTURE COMPOSITION (% PASSING) 1/												
Sieve Size	IL-19.0 mm		SMA 12.5		SMA 9.5		IL-9.5mm		IL-9.5FG		IL-4.75 mm	
	min	max	min	max	min	max	min	max	min	max	min	max
1 1/2 in (37.5 mm)												
1 in. (25 mm)		100										
3/4 in. (19 mm)	90	100		100								
1/2 in. (12.5 mm)	75	89	80	100		100		100		100		100
3/8 in. (9.5 mm)				65	90	100	90	100	90	100		100
#4 (4.75 mm)	40	60	20	30	36	50	34	69	60	75 6/	90	100
#8 (2.36 mm)	20	42	16	24 4/	16	32 4/	34 5/	52 2/	45	60 6/	70	90
#16 (1.18 mm)	15	30					10	32	25	40	50	65
#30 (600 μm)			12	16	12	18			15	30		
#50 (300 μm)	6	15					4	15	8	15	15	30
#100 (150 μm)	4	9					3	10	6	10	10	18
#200 (75 μm)	3.0	6.0	7.0	9.0 3/	7.5	9.5 3/	4.0	6.0	4.0	6.5	7.0	9.0 3/
#635 (20 μm)			≤ 3.0		≤ 3.0							
Ratio Dust/Asphalt Binder		1.0		1.5		1.5		1.0		1.0		1.0

1/ Based on percent of total aggregate weight.

2/ The mixture composition shall not exceed 44 percent passing the #8 (2.36 mm) sieve for surface courses with Ndesign = 90.

3/ Additional minus No. 200 (0.075 mm) material required by the mix design shall be mineral filler, unless otherwise approved by the Engineer.

4/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted above the percentage stated on the table.

5/ When establishing the Adjusted Job Mix Formula (AJMF) the percent passing the #8 (2.36 mm) sieve shall not be adjusted below 34 percent.

6/ When the mixture is used as a binder, the maximum shall be increased by 0.5 percent passing."

Revise Article 1030.05(b) of the Standard Specifications to read:

(b) Volumetric Requirements. The target value for the air voids of the HMA shall be 4.0 percent, for IL-4.75 and SMA mixtures it shall be 3.5 percent and for Stabilized Subbase it shall be 3.0 percent at the design number of gyrations. The voids in the mineral aggregate (VMA) and voids filled with asphalt binder (VFA) of the HMA design shall be based on the nominal maximum size of the aggregate in the mix and shall conform to the following requirements.

	Voids in the Mineral Aggregate (VMA), % Minimum for Ndesign				
Mix Design	30	50	70	80	90
IL-19.0		13.5	13.5		13.5
IL-9.5		15.0	15.0		
IL-9.5FG		15.0	15.0		
IL-4.75[1/]		18.5			
SMA-12.5[1/2/5/]				17.0[3/]/16.0[4/]	
SMA-9.5[1/2/5/]				17.0[3/]/16.0[4/]	
IL-19.0L	13.5				
IL-9.5L	15.0				

1/ Maximum draindown shall be 0.3 percent according to Illinois Modified AASHTO T 305.

2/ The draindown shall be determined at the JMF asphalt binder content at the mixing temperature plus 30°F.

3/ Applies when specific gravity of coarse aggregate is ≥ 2.760.

4/ Applies when specific gravity of coarse aggregate is < 2.760.

5/ For surface course, the coarse aggregate can be crushed steel slag, crystalline crushed stone or crushed sandstone. For binder course, coarse aggregate shall be crushed stone (dolomite), crushed gravel, crystalline crushed stone, or crushed sandstone"

Revise the last paragraph of Article 1102.01 (a) (5) of the Standard Specifications to read:

"IL-4.75 and Stone Matrix Asphalt (SMA) mixtures which contain aggregate having absorptions greater than or equal to 2.0 percent, or which contain steal slag sand, shall have minimum surge bin storage plus haul time of 1.5 hours."

Add after third sentence of Article 1030.09(b) to read:

" If the Contractor and Engineer agree the nuclear density test method is not appropriate for the mixture, cores shall be taken at random locations determined according to the QC/QA document "Determination of Random Density Test Site Locations". Core densities shall be determined using the Illinois Modified AASHTO T 166 or T 275 procedure."

Revise Table 1 and Note 4/ of Table 1 in Article 406.07(a) of the Standard Specifications to read:

	Breakdown/Intermediate Roller (one of the following)	Final Roller (one or more of the following)	Density Requirement
IL-9.5, IL-9.5FG, IL-19.0[1/]	V_D, P , T_B, 3W, O_T, O_B	V_S, T_B, T_F, O_T	As specified in Section 1030
IL-4.75 and SMA [3/ 4/]	T_B, 3W, O_T	T_F, 3W	As specified in Section 1030
Mixtures on Bridge Decks [2/]	T_B	T_F	As specified in Articles 582.05 and 582.06.

"4/ The Contractor shall provide a minimum of two steel-wheeled tandem rollers (T_B), and/or three-wheel (3W) rollers for breakdown, except one of the (T_B) or (3W) rollers shall be 84 inches (2.14 m) wide and a weight of 315 pound per linear inch (PLI) (5.63 kg/mm) and one of the (T_B) or (3W) rollers can be substituted for an oscillatory roller (O_T). T_F rollers shall be a minimum of 280 lb/in. (50 N/mm). The 3W and T_B rollers shall be operated at a uniform speed not to exceed 3 mph (5 km/h), with the drive roll for T_B rollers nearest the paver and maintain an effective rolling distance of not more than 150 ft (45 m) behind the paver."

Add the following after the fourth paragraph of Article 406.13 (b):

"The plan quantities of SMA mixtures shall be adjusted using the actual approved binder and surface Mix Design's G_{mb}."

Revise first paragraph of Article 1030.10 of the Standard Specifications to read:

"A test strip of 300 ton (275 metric tons), except for SMA mixtures it will be 400 ton (363 metric ton), will be required for each mixture on each contract at the beginning of HMA production for each construction year according to the Manual of Test Procedures for Materials "Hot Mix Asphalt Test Strip Procedures". At the request of the Producer, the Engineer may waive the test strip if previous construction during the current construction year has demonstrated the constructability of the mix using Department test results."

Revise third paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is constructed, the Contractor shall collect and split the mixture according to the document "Hot-Mix Asphalt Test Strip Procedures". The Engineer, or a representative, shall deliver split sample to the District Laboratory for verification testing. The Contractor shall complete mixture tests stated in Article 1030.09(a). Mixture sampled shall include enough material for the Department to conduct mixture tests detailed in Article 1030.09(a) and in the document "Hot-Mix Asphalt Mixture Design Verification Procedure" Section 3.3. The mixture test results shall meet the requirements of Articles 1030.05(b) and 1030.05(d), except Hamburg wheel tests will only be conducted on High ESAL mixtures during production."

FRICTION AGGREGATE (D1)
Effective: January 1, 2011
Revised: December 1, 2021

Revise Article 1004.03(a) of the Standard Specifications to read:

"1004.03 Coarse Aggregate for Hot-Mix Asphalt (HMA). The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate for HMA shall be according to the following table.

Use	Mixture	Aggregates Allowed
Class A	Seal or Cover	Allowed Alone or in Combination [5/]: Gravel Crushed Gravel Carbonate Crushed Stone Crystalline Crushed Stone Crushed Sandstone Crushed Slag (ACBF) Crushed Steel Slag Crushed Concrete

<table>
<tr><th>Use</th><th>Mixture</th><th>Aggregates Allowed</th></tr>
<tr><td>HMA
Low ESAL</td><td>Stabilized Subbase
or Shoulders</td><td><u>Allowed Alone or in Combination</u> [5/]:
Gravel
Crushed Gravel
Carbonate Crushed Stone
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag[1/]
Crushed Concrete</td></tr>
<tr><td>HMA
High ESAL
Low ESAL</td><td>Binder
IL-19.0
or IL-19.0L

SMA Binder</td><td><u>Allowed Alone or in Combination</u> [5/ 6/]:
Crushed Gravel
Carbonate Crushed Stone[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Concrete[3/]</td></tr>
<tr><td>HMA
High ESAL
Low ESAL</td><td>C Surface and Binder
IL-9.5
IL-9.5FG
or IL-9.5L</td><td><u>Allowed Alone or in Combination</u> [5/]:
Crushed Gravel
Carbonate Crushed Stone[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag[4/]
Crushed Concrete[3/]</td></tr>
<tr><td rowspan="3">HMA
High ESAL</td><td rowspan="3">D Surface and Binder
IL-9.5
or IL-9.5FG</td><td><u>Allowed Alone or in Combination</u> [5/]:
Crushed Gravel
Carbonate Crushed Stone (other than Limestone)[2/]
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag[4/]</td></tr>
<tr><td><u>Other Combinations Allowed:</u>
Up to... | With...</td></tr>
<tr><td>25% Limestone | Dolomite</td></tr>
</table>

<table>
<tr><th>Use</th><th>Mixture</th><th colspan="2">Aggregates Allowed</th></tr>
<tr><td></td><td></td><td>50% Limestone</td><td>Any Mixture D aggregate other than Dolomite</td></tr>
<tr><td></td><td></td><td>75% Limestone</td><td>Crushed Slag (ACBF) or Crushed Sandstone</td></tr>
<tr><td rowspan="6">HMA
High ESAL</td><td rowspan="6">E Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crushed Gravel
Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag

No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed:</u></td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
<tr><td><u>50% Dolomite</u>[2/]</td><td><u>Any Mixture E aggregate</u></td></tr>
<tr><td>75% Dolomite[2/]</td><td>Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone</td></tr>
<tr><td>75% Crushed Gravel[2/]</td><td>Crushed Sandstone, Crystalline Crushed Stone, Crushed Slag (ACBF), or Crushed Steel Slag</td></tr>
<tr><td rowspan="4">HMA
High ESAL</td><td rowspan="4">F Surface
IL-9.5

SMA
Ndesign 80
Surface</td><td colspan="2"><u>Allowed Alone or in Combination</u> [5/ 6/]:

Crystalline Crushed Stone
Crushed Sandstone
Crushed Slag (ACBF)
Crushed Steel Slag
No Limestone.</td></tr>
<tr><td colspan="2"><u>Other Combinations Allowed</u>:</td></tr>
<tr><td>Up to...</td><td>With...</td></tr>
</table>

Use	Mixture	Aggregates Allowed	
		50% Crushed Gravel[2/] or Dolomite[2/]	Crushed Sandstone, Crushed Slag (ACBF), Crushed Steel Slag, or Crystalline Crushed Stone

1/ Crushed steel slag allowed in shoulder surface only.
2/ Carbonate crushed stone (limestone) and/or crushed gravel shall not be used in SMA Ndesign 80.
3/ Crushed concrete will not be permitted in SMA mixes.
4/ Crushed steel slag shall not be used as binder.
5/ When combinations of aggregates are used, the blend percent measurements shall be by volume."
6/ Combining different types of aggregate will not be permitted in SMA Ndesign 80."

HOT-MIX ASPHALT – MIXTURE DESIGN VERIFICATION AND PRODUCTION (D1)

Effective: January 1, 2019
Revised: December 1, 2021

Add to Article 1030.05 (d)(3) of the Standard Specifications to read:

" During mixture design, prepared samples shall be submitted to the District laboratory by the Contractor for verification testing. The required testing, and number and size of prepared samples submitted, shall be according to the following tables.

High ESAL – Required Samples for Verification Testing	
Mixture	Hamburg Wheel and I-FIT Testing [1/ 2/]
Binder	total of 3 - 160 mm tall bricks
Surface	total of 4 - 160 mm tall bricks

Low ESAL – Required Samples for Verification Testing	
Mixture	I-FIT Testing [1/ 2/]
Binder	1 - 160 mm tall brick
Surface	2 - 160 mm tall bricks

1/ The compacted gyratory bricks for Hamburg wheel and I-FIT testing shall be 7.5 ± 0.5 percent air voids.

2/ If the Contractor does not possess the equipment to prepare the 160 mm tall brick(s), twice as many 115 mm tall compacted gyratory bricks will be acceptable.

Revise the fourth paragraph of Article 1030.10 of the Standard Specifications to read:

"When a test strip is not required, each HMA mixture shall still be sampled on the first day of production: I-FIT and Hamburg wheel testing for High ESAL; I-FIT testing for Low ESAL. Within two working days after sampling the mixture, the Contractor shall deliver gyratory cylinders to the District laboratory for Department verification testing. The High ESAL mixture test results shall meet the requirements of Articles 1030.05(d)(3) and 1030.05(d)(4). The Low ESAL mixture test results shall meet the requirements of Article 1030.05(d)(4). The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."
Add the following to the end of Article 1030.10 of the Standard Specifications to read:

"Mixture sampled during first day of production shall include approximately 60 lb (27 kg) of additional material for the Department to conduct Hamburg wheel testing and approximately 80 lb (36 kg) of additional material for the Department to conduct I-FIT testing. Within two working days after sampling, the Contractor shall deliver prepared samples to the District laboratory for verification testing. The required number and size of prepared samples submitted for the Hamburg wheel and I-FIT testing shall be according to the "High ESAL - Required Samples for Verification Testing" table in Article 1030.05(d)(3) above."

TRAFFIC CONTROL PLAN (D1)
Effective: September 30, 1985
Revised: June 22, 2023

Traffic Control shall be according to the applicable sections of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", any special details and State Standards contained in the plans, and the Special Provisions contained herein.

Special attention is called to Article 107.09 of the Standard Specifications and the following State Standards, Details, Quality Standard for Work Zone Traffic Control Devices, Recurring Special Provisions and Special Provisions contained herein, relating to traffic control.

The Contractor shall contact the District One Bureau of Traffic at least 72 hours in advance of beginning work.

Ardmore School Work Restricitons

Only two of the four curb ramps at the intersection of Harvard and School may be closed at any one time. All work at the first two curb ramps, including concrete curb and gutter removal and replacement, concrete sidewalk removal and replacement, and pavement patching, shall be completed before any work begins at the second two curb ramps.

Construction of the two east curb ramps at Harvard and School shall be the first concrete work to take place on the project.

The contract requirement that the contractor obtain prior approval for Saturday work will be waived for work on Harvard Avenue. Work on Harvard Avenue may take place on Saturdays between the hours of 8:00 am and 5:00 pm without prior approval from the village, and without any requirement for payment by the contractor of the village's engineering costs. The contractor will still be required to provide notice to the village a minimum of 24 hours in advance if Saturday work is planned.

All work that takes place on Harvard Avenue on school days shall occur only between the hours of 9:00 am and 2:00 pm.

STANDARDS

Special attention is called to the following State Standards related to traffic control:

701006-05 701301-04 701501-06 701801-06 701901-08

DETAILS

Special attention is called to the details included in the Plans related to traffic control:

Traffic Control and Protection for Side Roads, Intersections and Driveways (TC-10)
District One Typical Pavement Markings (TC-13)
Arterial Road Information Sign (TC-22)
Driveway Entrance Signing (TC-26)

SPECIAL PROVISIONS

Special attention is called to the following Special Provisions relating to traffic control:

BDE SPECIAL PROVISIONS

Work Zone Traffic Control Devices (BDE)

SPECIAL PROVISIONS:

Maintenance of Roadways (D1)
Public Convenience and Safety (D1)
Temporary Information Signing
LRS 3 – Work Zone Traffic Control Surveillance
LRS 4 – Flaggers in Work Zones

Basis of Payment This work will be paid for at the contract unit price per lump sum for TRAFFIC CONTROL AND PROTECTION, STANDARD 701501 AND OR TRAFFIC CONTROL AND PROTCTION, STANDARRD 701801.

ADJUSTMENTS AND RECONSTRUCTIONS (D1)
Effective: March 15, 2011

Revise the first paragraph of Article 602.04 to read:

"**602.04 Concrete.** Cast-in-place concrete for structures shall be constructed of Class SI concrete according to the applicable portions of Section 503. Cast-in-place concrete for pavement patching around adjustments and reconstructions shall be constructed of Class PP-1 concrete, unless otherwise noted in the plans, according to the applicable portions of Section 1020."

Revise the third, fourth and fifth sentences of the second paragraph of Article 602.11(c) to read:

"Castings shall be set to the finished pavement elevation so that no subsequent adjustment will be necessary, and the space around the casting shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.05 to read:

"**603.05 Replacement of Existing Flexible Pavement.** After the castings have been adjusted, the surrounding space shall be filled with Class PP-1 concrete, unless otherwise noted in the plans, to the elevation of the surface of the base course or binder course. HMA surface or binder course material shall not be allowed. The pavement may be opened to traffic according to Article 701.17(e)(3)b."

Revise Article 603.06 to read:

"**603.06 Replacement of Existing Rigid Pavement.** After the castings have been adjusted, the pavement and HMA that was removed, shall be replaced with Class PP-1 concrete, unless otherwise noted in the plans, not less than 9 in. (225 mm) thick. The pavement may be opened to traffic according to Article 701.17(e)(3)b.

The surface of the Class PP concrete shall be constructed flush with the adjacent surface."

Revise the first sentence of Article 603.07 to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b."

DRAINAGE AND INLET PROTECTION UNDER TRAFFIC (D1)

Effective: April 1, 2011
Revised: April 2, 2011

Add the following to Article 603.02 of the Standard Specifications:

"(i) Temporary Hot-Mix Asphalt (HMA) Ramp (Note 1) …… 1030
(j) Temporary Rubber Ramps (Note 2)

Note 1. The HMA shall have maximum aggregate size of 3/8 in. (95 mm).

Note 2. The rubber material shall be according to the following.

Property	Test Method	Requirement
Durometer Hardness, Shore A	ASTM D 2240	75 ±15
Tensile Strength, psi (kPa)	ASTM D 412	300 (2000) min
Elongation, percent	ASTM D 412	90 min
Specific Gravity	ASTM D 792	1.0 - 1.3
Brittleness, °F (°C)	ASTM D 746	-40 (-40)"

Revise Article 603.07 of the Standard Specifications to read:

"**603.07 Protection Under Traffic.** After the casting has been adjusted and the Class PP concrete has been placed, the work shall be protected by a barricade and two lights according to Article 701.17(e)(3)b.

When castings are under traffic before the final surfacing operation has been started, properly sized temporary ramps shall be placed around the drainage and/or utility castings according to the following methods.

(a) Temporary Asphalt Ramps. Temporary hot-mix asphalt ramps shall be placed around the casting, flush with its surface and decreasing to a featheredge in a distance of 2 ft (600 mm) around the entire surface of the casting.

(b) Temporary Rubber Ramps. Temporary rubber ramps shall only be used on roadways with permanent posted speeds of 40 mph or less and when the height of the casting to be protected meets the proper sizing requirements for the rubber ramps as shown below.

Dimension	Requirement
Inside Opening	Outside dimensions of casting + 1 in. (25 mm)
Thickness at inside edge	Height of casting ± 1/4 in. (6 mm)
Thickness at outside edge	1/4 in. (6 mm) max.
Width, measured from inside opening to outside edge	8 1/2 in. (215 mm) min

Placement shall be according to the manufacturer's specifications.

Temporary ramps for castings shall remain in place until surfacing operations are undertaken within the immediate area of the structure. Prior to placing the surface course, the temporary ramp shall be removed. Excess material shall be disposed of according to Article 202.03."

PAY ITEM SPECIAL PROVISIONS

PAY ITEM #3 – SODDING, SALT TOLERANT

This work shall consist of preparing the ground surface, to be sodded and furnishing and placing the sod at all areas disturbed by the construction. All work shall be in accordance with the applicable portions of Section 252 of the Standard Specifications. **The maximum pay width shall be eighteen inches (18") unless specifically directed otherwise by the Engineer.**

Within two (2) hours after the sod has been placed, five (5) gallons of water per square yard shall be applied. Thereafter, on days designated by the Engineer, additional water shall be placed at the rate of three (3) gallons per square yard. The number of additional applications shall not exceed fifteen (15) during the period of establishment, defined as the period of time between sod placement and when the sod becomes knitted to the soil and growing in place. The Contractor shall provide subsequent resodding until a satisfactory growth of grass is produced or if settlement occurs. Nitrogen Fertilizer Nutrient, Potassium Fertilizer Nutrient and agricultural ground limestone shall be placed according to applicable portions of Sections 250 and 252 of the IDOT Standard Specifications for Road and Bridge Construction and shall be included in this pay item.

This work shall be measured in place and the area calculated in square yards and shall be paid for at the contract unit price per SQUARE YARD for SODDING, SALT TOLERANT, which price shall be full compensation for all labor, equipment, and material to complete the work including sod, fertilizer, agricultural ground limestone and watering as specified in these special provisions.

PAY ITEM #4 – INLET FILTERS

Description. This work shall consist of installing, maintaining, and cleaning inlet filters as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 280 of the Standard Specifications, except as modified herein.

Inlet filters shall consist of metal frames with attached fabric bags. Contractor shall furnish inlet filters of appropriate sizes and shapes necessary to accommodate all different types of drainage structures encountered. The use of filter fabric without a frame will not be an acceptable material for inlet filters and will be rejected.

Contractor shall inspect and clean all inlet filters weekly, after every rainfall, and additionally as needed. Maintenance and cleaning of inlet filters will not be paid for separately but shall be included in the cost of this work.

Method of Measurement. This work will be measured for payment as each individual inlet filter installed and the unit of measurement will be each. No measurement will be made of maintenance and cleaning efforts. If an inlet filter is installed on multiple structures the inlet filter will only be measured for payment once.

Basis of Payment. This work will be paid for at the contract unit price per each for INLET FILTERS.

PAY ITEM #8 – BITUMINOUS MATERIALS (TACK COAT)

Description. This work shall consist of the preparation and application of bituminous tack coat on concrete or HMA bases prior to HMA placement. This work shall be in accordance with Section 406 of the Standard Specifications, except as modified herein.

Bituminous tack coat shall be placed at least one hour in advance of the placement of HMA, but no more than 48 hours in advance of the placement of HMA. If Contractor places tack coat more than 48 hours in advance of the placement of HMA, the tack coat will not be measured for payment, and Contractor will place tack coat again in accordance with this provision. Tack coat shall not be placed on weekends or on holidays unless permitted by the Engineer. Tack coat shall not be placed before weekends or holidays when placement of HMA is not expected to take place until after the weekend or holiday, unless permitted by the Engineer.

Basis of Payment. This work will be paid for at the contract unit price per pound of residual asphalt for BITUMINOUS MATERIALS (TACK COAT).

PAY ITEM #15 – DETECTABLE WARNINGS

Description. This work shall consist of installing detectable warnings. This work shall be in accordance with Section 424 of the Standard Specifications, except as modified herein.

Detectable warnings shall be installed at curb ramps and other locations where pedestrians are required to cross a hazardous vehicular way. Detectable warnings shall also be installed at alleys and commercial entrances where permanent traffic control devices are present.

Materials. Detectable warnings shall be pre-cast tiles. Installation shall be cast-in-place. Surface mounted applications will not be permitted. Detectable warnings shall be red in color. Detectable warning tiles shall be either rectangular or radial in shape as shown on the plans or as directed by the Engineer. The product or products to be used for detectable warnings shall be approved by the Engineer prior to use.

Construction. Installation shall be according to the manufacturer's specifications and as directed by the Engineer. Where a curb ramp is 5 ft. in width or less and a rectangular detectable warning tile is to be used, the installation shall consist of a single detectable warning tile. If a pre-cast detectable warning tile is not manufactured in the width of the curb ramp, a larger detectable warning tile shall be furnished and shall be cut to the width of the curb ramp. Installation of multiple detectable warning tiles at a single curb ramp will only be permitted where a curb ramp exceeds 5 ft. in width or where radial detectable warning tiles are to be used. Where multiple detectible warning tiles are permitted at a single curb ramp, they shall be mechanically joined prior to installation.

Method of Measurement. Detectable warnings will be measured for payment in place and the area computed in square feet.

Basis of Payment. This work will be paid for at the contract unit price per square foot for DETECTABLE WARNINGS.

PAY ITEM #17 – DRIVEWAY PAVEMENT REMOVAL

The driveway pavement removal work shall conform to this special provision and applicable portions of Section 440 of the Standard Specifications.

Removal and disposal of the material under the proposed driveway in order to install the proposed aggregate base course, type b 4" shall be included in this item.

This work will be paid for at the contract unit price per square yard for DRIVEWAY PAVEMENT REMOVAL.

PAY ITEM #18 – COMBINATION CURB AND GUTTER REMOVAL

The combination curb and gutter removal work shall conform to this special provision and applicable portions of Section 440 of the Standard Specifications.

Removal and disposal of the material under the proposed curb and gutter in order to install the proposed aggregate base course, type b 4" shall be included in this item.

This work will be paid for at the contract unit price per foot for COMBINATION CURB AND GUTTER REMOVAL.

PAY ITEM #19 – SIDEWALK REMOVAL

The sidewalk removal work shall conform to this special provision and applicable portions of Section 440 of the Standard Specifications.

Removal and disposal of the material under the proposed sidewalk in order to install the proposed aggregate base course, type b 4" shall be included in this item.

This work will be paid for at the contract unit price per square foot for SIDEWALK REMOVAL.

PAY ITEM #20 – CLASS D PATCHES, 6 INCH

Description. This work shall consist of the removal of the existing pavement, the necessary excavation, and the replacement with hot-mix asphalt (HMA) patches at designated locations. This work shall be in accordance with Section 442 of the Standard Specifications, except as modified herein.

Remove all references to a specified type or types of patches in the Standard Specifications.

All patches shall be saw cut full-depth prior to removal of the existing pavement. Saw cuts shall be completed no more than three days prior to removal of the existing pavement. Saw cuts will not be paid for separately, but shall be included in the cost of this work.

Where patches are to be resurfaced with a subsequent lift of hot-mix asphalt, the patches shall be constructed with Hot-Mix Asphalt Binder Course, IL-19.0, N50. The minimum thickness of each lift shall be 2.25 in. The maximum thickness of each lift shall be 4 in.

Basis of Payment. This work will be paid for at the contract unit price per square yard for CLASS D PATCHES, 4 INCH.

PAY ITEM #25 – COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL)

Description. This work shall consist of constructing combination concrete curb and gutter as shown on the plans or as directed by the Engineer. This work shall be in accordance with Section 606 of the Standard Specifications, except as modified herein.

Excavation will not be paid for separately but shall be included in the cost of this item.
Combination concrete curb and gutter shall be constructed on a prepared base of mechanically compacted crushed aggregate of CA-6 gradation having a minimum compacted thickness of 4 in.

Wood forms shall be used. Forms constructed of steel or Masonite will not be permitted. Forms for radius sections of the combination concrete curb and gutter shall be constructed of 1 in. thick wood boards.

The height of the curb head may vary as shown on the plans or as directed by the Engineer. Variations in the height of the curb head will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is constructed across driveways, alleys, sidewalk curb ramps, or other designated areas, the top of the curb shall be depressed according to the details shown on the plans or as directed by the Engineer. The transition from full height curb to depressed curb shall be made over a distance equal to at least four times the difference in height between the full height curb and the depressed curb.

Where combination concrete curb and gutter is constructed across sidewalk curb ramps, the depressed curb shall be in compliance with all applicable requirements of the Americans with Disabilities Act (ADA) and the Proposed Guidelines for Accessible Rights-of-Way (PROWAG).

Where combination concrete curb and gutter is to be constructed adjacent to existing pavement that is not being reconstructed, the void between the existing pavement and the proposed combination concrete curb and gutter shall be filled in with a concrete wedge with a minimum width of 6 in. and a minimum thickness of 8 in. The concrete wedge shall be placed after the combination concrete curb and gutter has been placed and the forms have been removed. The placement of the concrete wedge will not be paid for separately but shall be included in the cost of this item.

Where combination concrete curb and gutter is to be constructed adjacent to proposed sidewalk to be constructed, the combination concrete curb and gutter shall be constructed first and shall be constructed with an integral poured ledge. The ledge shall extend horizontally a minimum of 3 in. from the back of the curb head of the combination concrete curb and gutter. The ledge shall be positioned so that the vertical distance from the top of the ledge to the

top of the curb head is equal to the thickness of the proposed sidewalk. The ledge shall extend vertically to the bottom edge of the combination concrete curb and gutter. The construction of the integral poured ledge will not be paid for separately but shall be included in the cost of this item.

Expansion joints shall be constructed at 60 ft. maximum centers. Expansion joints shall also be constructed at all construction joints, all points of curvature, all points of tangency, within 5 ft. on either side of all curb structure castings, and at additional locations as directed by the Engineer. Expansion joints shall consist of a 1 in. thick preformed bituminous expansion joint filler that extends the full cross section of the combination concrete curb and gutter. Expansion joint filler material that is larger than the cross section of the combination concrete curb and gutter shall be cut to the exact cross section of the combination concrete curb and gutter. Expansion joints shall have two 18 in. long, No. 6 non-deformed epoxy-coated steel dowel bars placed at mid-depth. The dowel bars shall have a greased plastic expansion cap placed on one end of each dowel bar a minimum of 1 in. from the end of the dowel bar.

Where proposed combination concrete curb and gutter is to be constructed abutting existing combination concrete curb and gutter, the dowel bars shall be drilled into the existing combination concrete curb and gutter. This work will not be paid for separately but shall be included in the cost of this item.

Contraction joints shall be constructed at 15 ft. maximum centers. Where the location of a contraction joint coincides with the location of an expansion joint, the contraction joint may be omitted at the discretion of the Engineer. Contraction joints shall be tooled and sawed. Sawing of contraction joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling, but in no case shall sawing commence less than 4 hours or more than 24 hours after the concrete is placed. Sawing of contraction joints shall be to a depth equal to 1/3 the thickness of the gutter flag and to a width of not less than 1/8 in. Contraction joints shall be sealed according to Article 420.12, except that joints shall be sealed with polysulfide or polyurethane joint sealant.

If Contractor fails to construct joints in accordance with the requirements of this provision and the curb cracks, the Contractor shall remove and replace the affected section of combination concrete curb and gutter extending the full length between the two adjacent joints on either side of the crack. This work will not be paid for but shall be at the Contractor's expense.

Upon removal of the forms from the back of the combination concrete curb and gutter, excavated areas behind the combination concrete curb and gutter shall be immediately backfilled. Areas where pavement or sidewalks are to be constructed shall be backfilled with crushed aggregate of CA-6 or CA-7 gradation and mechanically compacted. Areas where topsoil and sodding are to be placed shall be backfilled with non-organic material acceptable to the Engineer. This work will not be paid for separately but will be included in the cost of this item.

Basis of Payment. This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12 (SPECIAL).

PAY ITEM #36 – CONSTRUCTION LAYOUT SPECIAL FOR RESURFACING WITH ADA AND STAND ALONE ADA (D1)

Effective: January 1, 2017

Revised: April 17, 2017

Description. This work shall consist of furnishing and placing construction layout stakes for the construction of ADA Ramps shown in the plans. The Contractor shall furnish and place stakes marking the locations and elevations of points indicated in the plans for ADA Ramp Construction.

The Contractor shall locate all reference points as shown on the plans and listed herein. Any additional control points required will be identified in the field by the Contractor and all field notes will be kept in the office of the Resident Engineer.

The Contractor shall provide field forces, equipment, and material to set all additional stakes for this project, which are needed to establish offset stakes, reference points, and any other horizontal and vertical controls necessary to secure a correct layout for the work.

Layout stakes shall be set to assure conformance to the ADA Ramp design shown on the plans and shall meet the approval of the Engineer.

The Contractor shall be responsible for having the finished work conform to the lines, grades, elevations, and dimensions called for in the plans. Any inspection or checking of the Contractor's layout by the Engineer and the acceptance of all or any part of it shall not relieve the Contractor of his/her responsibility to secure the proper dimensions, grades, and elevations of the work. The Contractor shall exercise care in the preservation of stakes and bench marks and shall have them reset when any are damaged, lost, displaced, removed or otherwise obliterated.

Responsibility of the Department.

The Department will make random checks of the Contractor's staking to determine if the work is in conformance with the plans. When the Contractor's work will tie into work that is being or will be done by others, checks will be made to determine if the work is in conformance with the proposed overall grade and horizontal alignment.

Where the Contractor, in setting construction stakes, discovers discrepancies, the Department will check to determine their nature and make whatever revisions are necessary to the plans. Any additional restaking required by the Engineer will be the responsibility of the Contractor. The additional restaking done by the Contractor will be paid for according to Article 109.04 of the Standard Specifications.

The Department will be responsible for the accuracy of the initial reference points shown in the plans.

It is not the responsibility of the Department, except as provided herein, to check the correctness of the Contractor's stakes. Any apparent errors will be immediately called to the Contractor's attention and the Contractor will be required to make the necessary correction before the stakes are used for construction purposes. The Contractor shall provide the Engineer a copy of any field notes and layout diagrams produced during the course of the project.

Responsibility of the Contractor.

The Contractor shall establish from the given survey points and contract plan information, all the control points or reference points necessary to layout the ADA Ramp elements. The Contractor shall furnish and place the layout stakes. The Contractor shall notify the Engineer when the stakes are complete and available for review and approval by the Engineer at least 3 working days in advance of the actual construction.

Field notes shall be kept in standard survey field notebooks and those books shall become the property of the Department at the completion of the project. All notes shall be neat, orderly, and in accepted form.

Measurement and Payment. This work will be paid for at the contract lump sum price for CONSTRUCTION LAYOUT (SPECIAL).

PAY ITEM #38 – FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)

Description. This work shall conform to the requirements of Section 603 of the Standard Specifications and District Detail BD-08 "Details for Frames and Lids Adjustment with Milling" for adjustment of structures in resurfacing sections of the project.

This work shall include replacement of existing broken adjustment rings and patching inside the structures with hydraulic cement at locations as directed by the engineer. If the structure is a combination sewer or sanitary manhole then chimney seals or similar materials acceptable to Villa Park shall be provided.

Basis of Payment. This work shall be paid for at the contract unit price per each for "FRAMES AND LIDS TO BE ADJUSTED (SPECIAL)" which payment will be full compensation for constructing this item as detailed.

When a new Type 1 Frame, Closed Lid is called for on the plans it will be paid for as "FRAMES AND LIDS, TYPE 1, CLOSED LID" and it shall have the same text "STORM", "SANITARY", "WATER" as the existing frame and lid being removed.

PAY ITEM #39 – HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4"

This work shall consist of furnishing, placing and compacting hot-mix asphalt driveway pavement at locations shown on the plans and as directed by the Engineer.

This work shall conform to the applicable Sections of Articles 355 and 406 of the IDOT Standard Specifications.

Driveways shall be constructed to a nominal thickness of 4 inches which shall consist of a minimum 2" thick surface course (HMA Surface Course, Mix "D", IL-9.5, N50) with the balance constructed using hot mix asphalt base course (HMA Base Course, 2"). Aggregate and bituminous material prime coats shall be applied according to Article 406 and as directed by the Engineer.

Driveway pavement shall be placed in two lifts.

Method of Measurement: Hot-mix asphalt driveway pavement will be measured in place and the area computed in square yards. The pavement materials and bituminous material prime coats will not be measured for payment separately but shall be considered included in payment for Hot-Mix Asphalt Driveway Pavement.

Basis of Payment: The work will be paid at the contract unit price per square yard for HOT-MIX ASPHALT DRIVEWAY PAVEMENT, 4", which price shall be full payment for all materials, labor, and equipment necessary to construct the driveways.

PAY ITEM #40 – DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL)

This item of work shall consist of the adjustment, repair and installation of a new Type 11V frame and grate or new Type 1 frame, open lid on the drainage structures in the curb and gutter line in accordance with the applicable portions of Section 602 of the Standard Specification, except as herein modified.

The drainage structure rims shall be adjusted to meet the proposed elevations. The drainage structures shall be thoroughly cleaned and all cracks and joints shall be sealed with mortar approved by the Engineer. A new Type 11V frame and grate or Type 1 frame, open lid shall be installed on these structures. The existing frames and grates shall be delivered to the nearest Village of Villa Park maintenance yard. Two rows of extrudible preformed mastic gasket shall be installed under the new frame and grate. Any cones or flat-tops on the drainage structures shall be rotated towards the curb line as much as possible. Any pavement patching in order to remove and replace the frames and grates shall be paid for as CLASS B PATCHING, 6 INCH on Division Street and Elm Street or CLASS D PATCHING, 6 INCH on Wisconsin Avenue.

This work shall be paid for at the contract unit price each for DRAINAGE STRUCTURE RECONSTRUCTION (SPECIAL), which price shall be payment in full for furnishing all materials, labor and equipment necessary to adjust, repair and install a new frame and grate on the drainage structure complete in place.

PAY ITEM #41 – DRAINAGE STRUCTURES TO BE ADJUSTED

Description. This item of work shall consist of the adjustment of the drainage structures in the curb and gutter line in accordance with the applicable portions of Section 602 of the Standard Specifications. The work shall include replacement of existing broken adjustment rings and patching inside the structures between pipes and structures with hydraulic cement at locations as directed by the Engineer.

Basis of Payment. This work shall be paid for at the contract unit price each for DRAINAGE STRUCTURES TO BE ADJUSTED which price shall be payment in full for furnishing all materials, labor and equipment necessary to adjust the drainage structures complete in place.

PAY ITEM #42 – TEMPORARY INFORMATION SIGNING

Effective: November 13, 1996
Revised: January 29, 2020

Description.
This work shall consist of furnishing, installing, maintaining, relocating for various states of construction and eventually removing temporary informational signs. Included in this item may be ground mount signs, skid mount signs, truss mount signs, bridge mount signs, and overlay sign panels which cover portions of existing signs.

Materials.
Materials shall be according to the following Articles of Section 1000 - Materials:

	Item	Article/Section
a.)	Sign Base (Note 1)	1090
b.)	Sign Face (Note 2)	1091
c.)	Sign Legends	1091
d.)	Sign Supports	1093
e.)	Overlay Panels (Note 3)	1090.02

Note 1. The Contractor may use 5/8 inch (16 mm) instead of 3/4 inch (19 mm) thick plywood.

Note 2. The sign face material shall be in accordance with the Department's Fabrication of Highway Signs Policy.

Note 3. The overlay panels shall be 0.08 inch (2 mm) thick.

GENERAL CONSTRUCTION REQUIREMENTS

Installation.
The sign sizes and legend sizes shall be verified by the Contractor prior to fabrication.

Signs which are placed along the roadway and/or within the construction zone shall be installed according to the requirements of Article 701.14 and Article 720.04. The signs shall be 7 ft (2.1 m) above the near edge of the pavement and shall be a minimum of 2 ft (600 mm) beyond the edge of the paved shoulder. A minimum of two (2) posts shall be used.

The attachment of temporary signs to existing bridges, sign structures or sign panels shall be approved by the Engineer. Any damage to the existing signs and/or structures due to the Contractor's operations shall be repaired or signs replaced, as determined by the Engineer, at the Contractor's expense.

Method of Measurement.
This work shall be measured for payment in square feet (square meters) edge to edge (horizontally and vertically).

All hardware, posts or skids, supports, bases for ground mounted signs, connections, which are required for mounting these signs will be included as part of this pay item.

Basis Of Payment.
This work shall be paid for at the contract unit price per square foot (square meter) for TEMPORARY INFORMATION SIGNING.

PAY ITEM #43 – WATER USAGE DEDUCTION

Description
Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE DEDUCTION pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of a deduction of eight dollars and eighty-five cents ($8.85), for a total WATER USAGE DEDUCTION contract price of a deduction of eight-hundred eighty-five dollars and no cents ($885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE DEDUCTION pay item.

Method of Measurement
Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment
The water usage deduction will be deducted at the contract unit price per thousand gallons (TGAL) for WATER USAGE DEDUCTION. The quantity deducted as WATER USAGE DEDUCTION will be equal to the quantity paid for as WATER USAGE CREDIT.

PAY ITEM #44 – WATER USAGE CREDIT

Description.
Pay items are provided as a part of this contract for the purpose of documenting the quantity of water obtained from the Village by the Contractor.

If the Contractor elects to obtain water from the Village, the Contractor shall comply with the Special Provision USE OF FIRE HYDRANTS. The quantity of water obtained from the Village by the Contractor shall be deducted from the contract as WATER USAGE DEDUCTION, and shall be credited to the contract as WATER USAGE CREDIT.

The WATER USAGE CREDIT pay item for this contract has been established with a unit of measurement in thousands of gallons (TGAL), a quantity of one-hundred (100.00), and a contract unit price of eight dollars and eighty-five cents ($8.85), for a total WATER USAGE CREDIT contract price of eight-hundred eighty-five dollars and

no cents ($885.00). Bidder, in submitting a bid, accepts the quantity, contract unit price, and total contract price of the WATER USAGE CREDIT pay item.

Method of Measurement**.**
Water usage will be measured as the actual quantity of water obtained from the Village by the Contractor, which quantity shall be rounded up to the nearest 1,000 gallons.

Basis of Payment
The water usage credit will be paid for at the contract unit price per thousand gallons (TGAL) for WATER USAGE CREDIT. The quantity paid for as WATER USAGE CREDIT will be equal to the quantity deducted as WATER USAGE DEDUCTION.

BDE SPECIAL PROVISIONS

AGGREGATE SUBGRADE IMPROVEMENT (BDE)

Effective: April 1, 2012
Revised: April 1, 2022

Add the following Section to the Standard Specifications:

"**SECTION 303. AGGREGATE SUBGRADE IMPROVEMENT**

303.01 Description. This work shall consist of constructing an aggregate subgrade improvement (ASI).

303.02 Materials. Materials shall be according to the following.

Item	Article/Section
(a) Coarse Aggregate	1004.07
(b) Reclaimed Asphalt Pavement (RAP)	1031.09

303.03 Equipment. The vibratory roller shall be according to Article 1101.01, or as approved by the Engineer. Vibratory machines, such as tampers, shall be used in areas where rollers do not fit.

303.04 Soil Preparation. The minimum immediate bearing value (IBV) of the soil below the improved subgrade shall be according to the Department's "Subgrade Stability Manual" for the aggregate thickness specified.

303.05 Placing and Compacting. The maximum nominal lift thickness of aggregate gradations CA 2, CA 6, and CA 10 when compacted shall be 9 in. (225 mm). The maximum nominal lift thickness of aggregate gradations CS 1, CS 2, and RR 1 when compacted shall be 24 in. (600 mm).

The top surface of the aggregate subgrade improvement shall consist of a layer of capping aggregate gradations CA 6 or CA 10 that is 3 in. (75 mm) thick after compaction. Capping aggregate will not be required when aggregate subgrade improvement is used as a cubic yard pay item for undercut applications.

Each lift of aggregate shall be compacted to the satisfaction of the Engineer. If the moisture content of the material is such that compaction cannot be obtained, sufficient water shall be added so that satisfactory compaction can be obtained.

303.06 Finishing and Maintenance. The aggregate subgrade improvement shall be finished to the lines, grades, and cross sections shown on the plans, or as directed by the Engineer. The aggregate subgrade improvement shall be maintained in a smooth and compacted condition.

303.07 Method of Measurement. This work will be measured for payment according to Article 311.08.

303.08 Basis of Payment. This work will be paid for at the contract unit price per cubic yard (cubic meter) or ton (metric ton) for AGGREGATE SUBGRADE IMPROVEMENT or at the contract unit price per square yard (square meter) for AGGREGATE SUBGRADE IMPROVEMENT, of the thickness specified."

Add the following to Section 1004 of the Standard Specifications:

"**1004.07 Coarse Aggregate for Aggregate Subgrade Improvement (ASI).** The aggregate shall be according to Article 1004.01 and the following.

(a) Description. The coarse aggregate shall be crushed gravel, crushed stone, or crushed concrete. In applications where greater than 24 in. (600 mm) of ASI material is required, gravel may be used below the top 12 in (300 mm) of ASI.

(b) Quality. The coarse aggregate shall consist of sound durable particles reasonably free of deleterious materials.

(c) Gradation.

(1) The coarse aggregate gradation for total ASI thickness less than or equal to 12 in. (300 mm) shall be CA 2, CA 6, CA 10, or CS 1.

The coarse aggregate gradation for total ASI thickness greater than 12 in. (300 mm) shall be CS 1 or CS 2 as shown below or RR 1 according to Article 1005.01(c).

	COARSE AGGREGATE SUBGRADE GRADATIONS				
Grad No.	Sieve Size and Percent Passing				
	8"	6"	4"	2"	#4
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

	COARSE AGGREGATE SUBGRADE GRADATIONS (Metric)				
Grad No.	Sieve Size and Percent Passing				
	200 mm	150 mm	100 mm	50 mm	4.75 mm
CS 1	100	97 ± 3	90 ± 10	45 ± 25	20 ± 20
CS 2		100	80 ± 10	25 ± 15	

(2) Capping aggregate shall be gradation CA 6 or CA 10."

Add the following to Article 1031.09 of the Standard Specifications:

"(b) RAP in Aggregate Subgrade Improvement (ASI). RAP in ASI shall be according to Articles 1031.01(a), 1031.02(a), 1031.06(a)(1), and 1031.06(a)(2), and the following.

(1) The testing requirements of Article 1031.03 shall not apply.

(2) Crushed RAP used for the lower lift may be mechanically blended with aggregate gradations CS 1, CS 2, and RR 1 but it shall be no greater than 40 percent of the total product volume. RAP agglomerations shall be no greater than 4 in. (100 mm).

(3) For capping aggregate, well graded RAP having 100 percent passing the 1 1/2 in. (38 mm) sieve may be used when aggregate gradations CS 1, CS 2, CA 2, or RR 1 are used in the lower lift. FRAP will not be permitted as capping material.

Blending shall be through calibrated interlocked feeders or a calibrated blending plant such that the prescribed blending percentage is maintained throughout the blending process. The calibration shall have an accuracy of ± 2.0 percent of the actual quantity of material delivered."

80274

BLENDED FINELY DIVIDED MINERALS (BDE)

Effective: April 1, 2021

Revise the second paragraph of Article 1010.01 of the Standard Specifications to read:

"Different sources or types of finely divided minerals shall not be mixed or used alternately in the same item of construction, except as a blended finely divided mineral product according to Article 1010.06."

Add the following article to Section 1010 of the Standard Specifications:

"**1010.06 Blended Finely Divided Minerals.** Blended finely divided minerals shall be the product resulting from the blending or intergrinding of two or three finely divided minerals. Blended finely divided minerals shall be according to ASTM C 1697, except as follows.

(a) Blending shall be accomplished by mechanically or pneumatically intermixing the constituent finely divided minerals into a uniform mixture that is then discharged into a silo for storage or tanker for transportation.

(b) The blended finely divided mineral product will be classified according to its predominant constituent or the manufacturer's designation and shall meet the chemical requirements of its classification. The other finely divided mineral constituent(s) will not be required to conform to their individual standards."

80436

COMPENSABLE DELAY COSTS (BDE)

Effective: June 2, 2017
Revised: April 1, 2019

Revise Article 107.40(b) of the Standard Specifications to read:

"(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

(1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.

(2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.

(3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days."

Revise Article 107.40(c) of the Standard Specifications to read:

"(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

(1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

(2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the

Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

(3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

(1) When adverse weather prevents work on the controlling item.

(2) When job conditions due to recent weather prevent work on the controlling item.

(3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.

(4) When delays caused by utility or railroad adjustments prevent work on the controlling item.

(5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.

(6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

"(f) Basis of Payment. After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead

other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited."

Add the following to Section 109 of the Standard Specifications.

"**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) Escalated Material and/or Labor Costs. When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to $5,000,000	One Project Superintendent
Over $ 5,000,000 - up to $25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over $25,000,000 - up to $50,000,000	One Project Manager, One Project Superintendent, One Engineer, and

	One Clerk
Over $50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid for according to Article 109.04.

When an extended traffic control adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

80384

CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010
Revised: November 1, 2014

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 1/	600-749	2002
	750 and up	2006
June 1, 2011 2/	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 2/	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (http://www.epa.gov/cleandiesel/verification/verif-list.htm), or verified by the California Air Resources Board (CARB) (http://www.arb.ca.gov/diesel/verdev/vt/cvt.htm); or

b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit

device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

Diesel Retrofit Deficiency Deduction

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be $1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.

Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261

PERFORMANCE GRADED ASPHALT BINDER (BDE)

Effective: January 1, 2023

Revise Article 1032.05 of the Standard Specifications to read:

"**1032.05 Performance Graded Asphalt Binder.** These materials will be accepted according to the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure." The Department will maintain a qualified producer list. These materials shall be free from water and shall not foam when heated to any temperature below the actual flash point. Air blown asphalt, recycle engine oil bottoms (ReOB), and polyphosphoric acid (PPA) modification shall not be used.

When requested, producers shall provide the Engineer with viscosity/temperature relationships for the performance graded asphalt binders delivered and incorporated in the work.

(a) Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans and the following.

Test	Parameter
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5 °C min.

(b) Modified Performance Graded (PG) Asphalt Binder. The asphalt binder shall meet the requirements of AASHTO M 320, Table 1 "Standard Specification for Performance Graded Asphalt Binder" for the grade shown on the plans.

Asphalt binder modification shall be performed at the source, as defined in the Bureau of Materials Policy Memorandum, "Performance Graded Asphalt Binder Qualification Procedure."

Modified asphalt binder shall be safe to handle at asphalt binder production and storage temperatures or HMA construction temperatures. Safety Data Sheets (SDS) shall be provided for all asphalt modifiers.

(1) Polymer Modification (SB/SBS or SBR). Elastomers shall be added to the base asphalt binder to achieve the specified performance grade and shall be either a styrene-butadiene diblock, triblock copolymer without oil extension, or a styrene-butadiene rubber. The polymer modified asphalt binder shall be smooth, homogeneous, and be according to the requirements shown in Table 1 or 2 for the grade shown on the plans.

Table 1 - Requirements for Styrene-Butadiene Copolymer (SB/SBS) Modified Asphalt Binders		
Test	Asphalt Grade SB/SBS PG 64-28 SB/SBS PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SB/SBS PG 76-22 SB/SBS PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

Table 2 - Requirements for Styrene-Butadiene Rubber (SBR) Modified Asphalt Binders		
Test	Asphalt Grade SBR PG 64-28 SBR PG 70-22	Asphalt Grade SB/SBS PG 64-34 SB/SBS PG 70-28 SBR PG 76-22 SBR PG 76-28
Separation of Polymer ITP, "Separation of Polymer from Asphalt Binder" Difference in °F (°C) of the softening point between top and bottom portions	4 (2) max.	4 (2) max.
Toughness ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	110 (12.5) min.	110 (12.5) min.
Tenacity ASTM D 5801, 77 °F (25 °C), 20 in./min. (500 mm/min.), in.-lbs (N-m)	75 (8.5) min.	75 (8.5) min.
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	40 min.	50 min.

(2) Ground Tire Rubber (GTR) Modification. GTR modification is the addition of recycled ground tire rubber to liquid asphalt binder to achieve the specified performance grade. GTR shall be produced from processing automobile and/or truck tires by the ambient

grinding method or micronizing through a cryogenic process. GTR shall not exceed 1/16 in. (2 mm) in any dimension and shall not contain free metal particles, moisture that would cause foaming of the asphalt, or other foreign materials. A mineral powder (such as talc) meeting the requirements of AASHTO M 17 may be added, up to a maximum of four percent by weight of GTR to reduce sticking and caking of the GTR particles. When tested in accordance with Illinois Modified AASHTO T 27 "Standard Method of Test for Sieve Analysis of Fine and Coarse Aggregates" or AASHTO PP 74 "Standard Practice for Determination of Size and Shape of Glass Beads Used in Traffic Markings by Means of Computerized Optical Method", a 50 g sample of the GTR shall conform to the following gradation requirements.

Sieve Size	Percent Passing
No. 16 (1.18 mm)	100
No. 30 (600 µm)	95 ± 5
No. 50 (300 µm)	> 20

GTR modified asphalt binder shall be tested for rotational viscosity according to AASHTO T 316 using spindle S27. GTR modified asphalt binder shall be tested for original dynamic shear and RTFO dynamic shear according to AASHTO T 315 using a gap of 2 mm.

The GTR modified asphalt binder shall meet the requirements of Table 3.

Table 3 - Requirements for Ground Tire Rubber (GTR) Modified Asphalt Binders

Test	Asphalt Grade GTR PG 64-28 GTR PG 70-22	Asphalt Grade GTR PG 76-22 GTR PG 76-28 GTR PG 70-28
TESTS ON RESIDUE FROM ROLLING THIN FILM OVEN TEST (AASHTO T 240)		
Elastic Recovery ASTM D 6084, Procedure A, 77 °F (25 °C), 100 mm elongation, %	60 min.	70 min.

(3) Softener Modification (SM). Softener modification is the addition of organic compounds, such as engineered flux, bio-oil blends, modified vegetable oils, glycol amines, and fatty acid derivatives, to the base asphalt binder to achieve the specified performance grade. Softeners shall be dissolved, dispersed, or reacted in the asphalt binder to enhance its performance and shall remain compatible with the asphalt binder with no separation. Softeners shall not be added to modified PG asphalt binder as defined in Articles 1032.05(b)(1) or 1032.05(b)(2).

An Attenuated Total Reflectance-Fourier Transform Infrared spectrum (ATR-FTIR) shall be collected for both the softening compound as well as the softener modified

asphalt binder at the dose intended for qualification. The ATR-FTIR spectra shall be collected on unaged softener modified binder, 20-hour Pressurized Aging Vessel (PAV) aged softener modified binder, and 40-hour PAV aged softener modified binder. The ATR-FTIR shall be collected in accordance with Illinois Test Procedure 601. The electronic files spectral files (in one of the following extensions or equivalent: *.SPA, *.SPG, *.IRD, *.IFG, *.CSV, *.SP, *.IRS, *.GAML, *.[0-9], *.IGM, *.ABS, *.DRT, *.SBM, *.RAS) shall be submitted to the Central Bureau of Materials.

Softener modified asphalt binders shall meet the requirements in Table 4.

Table 4 - Requirements for Softener Modified Asphalt Binders	
Test	Asphalt Grade SM PG 46-28 SM PG 46-34 SM PG 52-28 SM PG 52-34 SM PG 58-22 SM PG 58-28 SM PG 64-22
Small Strain Parameter (AASHTO PP 113) BBR, ΔTc, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	-5°C min.
Large Strain Parameter (Illinois Modified AASHTO T 391) DSR/LAS Fatigue Property, Δ|G*|peak τ, 40 hrs PAV (40 hrs continuous or 2 PAV at 20 hrs)	≥ 54 %

The following grades may be specified as tack coats.

Asphalt Grade	Use
PG 58-22, PG 58-28, PG 64-22	Tack Coat”

Revise Article 1031.06(c)(1) and 1031.06(c)(2) of the Standard Specifications to read:

“(1) RAP/RAS. When RAP is used alone or RAP is used in conjunction with RAS, the percentage of virgin ABR shall not exceed the amounts listed in the following table.

HMA Mixtures - RAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	30	30	10
50	25	15	10
70	15	10	10
90	10	10	10

1/ For Low ESAL HMA shoulder and stabilized subbase, the RAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When RAP/RAS ABR exceeds 20 percent, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for ground tire rubber (GTR) modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes.

(2) FRAP/RAS. When FRAP is used alone or FRAP is used in conjunction with RAS, the percentage of virgin asphalt binder replacement shall not exceed the amounts listed in the following table.

HMA Mixtures - FRAP/RAS Maximum ABR % 1/ 2/			
Ndesign	Binder	Surface	Polymer Modified Binder or Surface 3/
30	55	45	15
50	45	40	15
70	45	35	15
90	45	35	15
SMA	- -	- -	25
IL-4.75	- -	- -	35

1/ For Low ESAL HMA shoulder and stabilized subbase, the FRAP/RAS ABR shall not exceed 50 percent of the mixture.

2/ When FRAP/RAS ABR exceeds 20 percent for all mixes, the high and low virgin asphalt binder grades shall each be reduced by one grade (i.e. 25 percent ABR would require a virgin asphalt binder grade of PG 64-22 to be reduced to a PG 58-28).

3/ The maximum ABR percentages for GTR modified mixes shall be equivalent to the percentages specified for SBS/SBR polymer modified mixes."

Add the following to the end of Note 2 of Article 1030.03 of the Standard Specifications.

"A dedicated storage tank for the ground tire rubber (GTR) modified asphalt binder shall be provided. This tank shall be capable of providing continuous mechanical mixing throughout and/or recirculation of the asphalt binder to provide a uniform mixture. The tank shall be heated and capable of maintaining the temperature of the asphalt binder at 300 °F to 350 °F (149 °C to 177 °C). The asphalt binder metering systems of dryer drum plants shall be calibrated with the actual GTR modified asphalt binder material with an accuracy of ±0.40 percent."

80441

SUBCONTRACTOR MOBILIZATION PAYMENTS (BDE)

Effective: November 2, 2017
Revised: April 1, 2019

Replace the second paragraph of Article 109.12 of the Standard Specifications with the following:

"This mobilization payment shall be made at least seven days prior to the subcontractor starting work. The amount paid shall be at the following percentage of the amount of the subcontract reported on form BC 260A submitted for the approval of the subcontractor's work.

Value of Subcontract Reported on Form BC 260A	Mobilization Percentage
Less than $10,000	25%
$10,000 to less than $20,000	20%
$20,000 to less than $40,000	18%
$40,000 to less than $60,000	16%
$60,000 to less than $80,000	14%
$80,000 to less than $100,000	12%
$100,000 to less than $250,000	10%
$250,000 to less than $500,000	9%
$500,000 to $750,000	8%
Over $750,000	7%"

80391

VEHICLE AND EQUIPMENT WARNING LIGHTS (BDE)

Effective: November 1, 2021
Revised: November 1, 2022

Add the following paragraph after the first paragraph of Article 701.08 of the Standard Specifications:

"The Contractor shall equip all vehicles and equipment with high-intensity oscillating, rotating, or flashing, amber or amber-and-white, warning lights which are visible from all directions. In accordance with 625 ILCS 5/12-215, the lights may only be in operation while the vehicle or equipment is engaged in construction operations."

80439

WORK ZONE TRAFFIC CONTROL DEVICES (BDE)

Effective: March 2, 2020

Add the following to Article 701.03 of the Standard Specifications:

"(q) Temporary Sign Supports .....1106.02"

Revise the third paragraph of Article 701.14 of the Standard Specifications to read:

"For temporary sign supports, the Contractor shall provide a FHWA eligibility letter for each device used on the contract. The letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device. The signs shall be supported within 20 degrees of vertical. Weights used to stabilize signs shall be attached to the sign support per the manufacturer's specifications."

Revise the first paragraph of Article 701.15 of the Standard Specifications to read:

"**701.15 Traffic Control Devices.** For devices that must meet crashworthiness standards, the Contractor shall provide a manufacturer's self-certification or a FHWA eligibility letter for each Category 1 device and a FHWA eligibility letter for each Category 2 and Category 3 device used on the contract. The self-certification or letter shall provide information for the set-up and use of the device as well as a detailed drawing of the device."

Revise the first six paragraphs of Article 1106.02 of the Standard Specifications to read:

"**1106.02 Devices.** Work zone traffic control devices and combinations of devices shall meet crashworthiness standards for their respective categories. The categories are as follows.

Category 1 includes small, lightweight, channelizing and delineating devices that have been in common use for many years and are known to be crashworthy by crash testing of similar devices or years of demonstrable safe performance. These include cones, tubular markers, plastic drums, and delineators, with no attachments (e.g. lights). Category 1 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 1 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 2 includes devices that are not expected to produce significant vehicular velocity change but may otherwise be hazardous. These include vertical panels with lights, barricades, temporary sign supports, and Category 1 devices with attachments (e.g. drums with lights). Category 2 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 2 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2024.

Category 3 includes devices that are expected to cause significant velocity changes or other potentially harmful reactions to impacting vehicles. These include crash cushions (impact

attenuators), truck mounted attenuators, and other devices not meeting the definitions of Category 1 or 2. Category 3 devices manufactured after December 31, 2019 shall be MASH-16 compliant. Category 3 devices manufactured on or before December 31, 2019, and compliant with NCHRP 350 or MASH 2009, may be used on contracts let before December 31, 2029. Category 3 devices shall be crash tested for Test Level 3 or the test level specified.

Category 4 includes portable or trailer-mounted devices such as arrow boards, changeable message signs, temporary traffic signals, and area lighting supports. It is preferable for Category 4 devices manufactured after December 31, 2019 to be MASH-16 compliant; however, there are currently no crash tested devices in this category, so it remains exempt from the NCHRP 350 or MASH compliance requirement.

For each type of device, when no more than one MASH-16 compliant is available, an NCHRP 350 or MASH-2009 compliant device may be used, even if manufactured after December 31, 2019."

Revise Articles 1106.02(g), 1106.02(k), and 1106.02(l) to read:

"(g) Truck Mounted/Trailer Mounted Attenuators. The attenuator shall be approved for use at Test Level 3. Test Level 2 may be used for normal posted speeds less than or equal to 45 mph.

(k) Temporary Water Filled Barrier. The water filled barrier shall be a lightweight plastic shell designed to accept water ballast and be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings.

(l) Movable Traffic Barrier. The movable traffic barrier shall be on the Department's qualified product list.

Shop drawings shall be furnished by the manufacturer and shall indicate the deflection of the barrier as determined by acceptance testing; the configuration of the barrier in that test; and the vehicle weight, velocity, and angle of impact of the deflection test. The Engineer shall be provided one copy of the shop drawings. The barrier shall be capable of being moved on and off the roadway on a daily basis."

80427

LOCAL ROADS AND STREETS SPECIAL PROVISIONS

LR 107-4 – Special Provision for Insurance

LR 1030-2 – Special Provision for Local Quality Assurance/ Quality Management QC/QA

State of Illinois
Department of Transportation
Bureau of Local Roads and Streets

SPECIAL PROVISION FOR INSURANCE

Effective: February 1, 2007
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Villa Park

Construction engineer (As directed by owner) - to be determined

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.

State of Illinois
DEPARTMENT OF TRANSPORTATION
Bureau of Local Roads & Streets
SPECIAL PROVISION
FOR
LOCAL QUALITY ASSURANCE/ QUALITY MANAGEMENT QC/QA
Effective: January 1, 2022

Replace the first five paragraphs of Article 1030.06 of the Standard Specifications with the following:

"**1030.06 Quality Management Program.** The Quality Management Program (QMP) will be Quality Control / Quality Assurance (QC/QA) according to the following."

Delete Article 1030.06(d)(1) of the Standard Specifications.

Revise Article 1030.09(g)(3) of the Standard Specifications to read:

"(3) If core testing is the density verification method, the Contractor shall provide personnel and equipment to collect density verification cores for the Engineer. Core locations will be determined by the Engineer following the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations" at density verification intervals defined in Article 1030.09(b). After the Engineer identifies a density verification location and prior to opening to traffic, the Contractor shall cut a 4 in. (100 mm) diameter core. With the approval of the Engineer, the cores may be cut at a later time."

Revise Article 1030.09(h)(2) of the Standard Specifications to read:

"(2) After final rolling and prior to paving subsequent lifts, the Engineer will identify the random density verification test locations. Cores or nuclear density gauge testing will be used for density verification. The method used for density verification will be as selected below.

Density Verification Method	
☐	Cores
☒	Nuclear Density Gauge (Correlated when paving ≥ 3,000 tons per mixture)

Density verification test locations will be determined according to the document "Hot-Mix Asphalt QC/QA Procedure for Determining Random Density Locations". The density testing interval for paving wider than or equal to 3 ft (1 m) will be 0.5 miles (800 m) for lift thicknesses of 3 in. (75 mm) or less and 0.2 miles (320 m) for lift thicknesses greater than 3 in. (75 mm). The density testing interval for paving less than 3 ft (1 m) wide will be 1 mile (1,600 m). If a day's paving will be less than the prescribed density testing interval, the length of the day's paving will be the interval for that day. The density testing interval for mixtures used for patching will be 50 patches with a minimum of one test per mixture per project.

If core testing is the density verification method, the Engineer will witness the Contractor coring, and secure and take possession of all density samples at the

density verification locations. The Engineer will test the cores collected by the Contractor for density according to Illinois Modified AASHTO T 166 or AASHTO T 275.

If nuclear density gauge testing is the density verification method, the Engineer will conduct nuclear density gauge tests. The Engineer will follow the density testing procedure detailed in the document "Illinois Modified ASTM D 2950, Standard Test Method for Density of Bituminous Concrete In-Place by Nuclear Method".

A density verification test will be the result of a single core or the average of the nuclear density tests at one location. The results of each density test must be within acceptable limits. The Engineer will promptly notify the Contractor of observed deficiencies."

Revise the seventh paragraph and all subsequent paragraphs in Section D. of the document "Hot-Mix Asphalt QC/QA Initial Daily Plant and Random Samples" to read:

"Mixtures shall be sampled from the truck at the plant by the Contractor following the same procedure used to collect QC mixture samples (Section A). This process will be witnessed by the Engineer who will take custody of the verification sample. Each sample bag with a verification mixture sample will be secured by the Engineer using a locking ID tag. Sample boxes containing the verification mixture sample will be sealed/taped by the Engineer using a security ID label."

IEPA LPC 662 CCDD FORM

Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Uncontaminated Soil Certification
by Licensed Professional Engineer or Licensed Professional Geologist
for Use of Uncontaminated Soil as Fill in a CCDD or Uncontaminated Soil Fill Operation LPC-663

Revised in accordance with 35 Ill. Adm. Code 1100, as
amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by professional engineers and professional geologists to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(B), that soil (i) is uncontaminated soil and (ii) is within a pH range of 6.26 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris (CCDD) fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Villa Park 2023 Resurfacing Project Office Phone Number, if available:

Physical Site Location (address, including number and street):
Multiple roadways, see attached map

City: Villa Park State: IL Zip Code: 60181

County: DuPage Township: York

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.88519 (Decimal Degrees) Longitude: - 87.98393 (-Decimal Degrees)

Identify how the lat/long data were determined:

◯ GPS ⊘ Map Interpolation ◯ Photo Interpolation ◯ Survey ◯ Other

IEPA Site Number(s), if assigned: BOL: BOW: BOA:

Approximate Start Date (mm/dd/yyyy): May 4, 2023 Approximate End Date (mm/dd/yyyy): Nov 30, 2023

Estimated Volume of debris (cu. Yd.): 25

II. Owner/Operator Information for Source Site

Site Owner

Name: Village of Villa Park
Street Address: 20 South Ardmore Avenue
PO Box:
City: Villa Park State: IL
Zip Code: 6081 Phone: (630)834-8505
Contact: Karla Bastien, P.E.
Email, if available: kbastien@invillapark.com

Site Operator

Name: To be determined
Street Address:
PO Box:
City: State:
Zip Code: Phone:
Contact:
Email, if available:

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Villa Park 2023 Resurfacing Project Latitude: 41.88519 Longitude: - 87.98393

Uncontaminated Soil Certification

III. Basis for Certification and Attachments

For each item listed below, reference the attachments to this form that provide the required information.

a. A Description of the soil sample points and how they were determined to be sufficient in number and appropriately located 35 Ill. Adm. Code 1100.610(a)]:

Please see attachment.

b. Analytical soil testing results to show that soil chemical constituents comply with the maximum allowable concentrations established pursuant to 35 Ill. Adm. Code Part 1100, Subpart F and that the soil pH is within the range of 6.25 to 9.0,including the documentation of chain of custody control, a copy of the lab analysis; the accreditation status of the laboratory performing the analysis; and certification by an authorized agent of the laboratory that the analysis has been performed in accordance with the Agency's rules for the accreditation of environmental and the scope of the accreditation [35 Ill. Adm. Code 1100.201 (g), 1100.205(a), 1100.610]:

Please see attachment.

IV. Certification Statement, Signature and Seal of Licensed Professional Engineer or Licensed Professional Geologist

I, Kate Kasch Schulstad, PE (name of licensed professional engineer or geologist) certify under penalty of law that the information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete. In accordance with the Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I certify that the soil from this site is uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. In addition, I certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. All necessary documentation is attached.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

Company Name:	Hampton, Lenzini and Renwick, Inc.
Street Address:	380 Shepard Drive
City:	Elgin State: IL Zip Code: 60123
Phone:	847-697-6700

Kate Kasch Schulstad, PE
Printed Name:

Kate Kasch Schulstad
Licensed Professional Engineer or
Licensed Professional Geologist Signature:

04/18/2023
Date:

P.E or P.G. Seal:

LICENSED PROFESSIONAL ENGINEER
KATE R. KASCH SCHULSTAD
062.074272
STATE OF ILLINOIS


2023 Villa Park Resurfacing 1
Central, Harvard, and Cornell North Section
Exclusion Zone
1- Harvard / St Charles NW
Acceptable as CCDD
Exclusion Zone
Acceptable as CCDD
2 - Central / Harvard
3 - Central / Michigan
4 - Central / Addison
St Charles Rd
E St Charles Rd
S Harvard Ave
Ardmore Ave
S Illinois Ave
S 3rd Ave
S Wisconsin Ave
S Michigan Ave
S Yale Ave
S Princeton Ave
S Cornell Ave
S Addison Ave
North Broadway St
Google Earth
1000 ft
N
537

Illinois Environmental Protection Agency

1021 North Grand Avenue East • P.O. Box 19276 • Springfield • Illinois • 62794-9276 • (217) 782-3397

Source Site Certification
by Owner or Operator
for Use of Uncontaminated Soil as Fill in a
CCDD or Uncontaminated Soil Fill Operation
LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Villa Park 2023 Resurfacing Project Office Phone Number, if available: _____

Physical Site Location (Street, Road): Congress Street from Ardmore Avenue to South Summit Avenue

City: Villa Park State: IL Zip Code: 60181 County: DuPage

Township: York

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.86897 (Decimal Degrees) Longitude: - 87.97619 (-Decimal Degrees)

Identify how the lat/long data were determined:

◯ GPS ⊘ Map Interpolation ◯ Photo Interpolation ◯ Survey ◯ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): May 4, 2023 Approximate End Date (mm/dd/yyyy): November 15th, 2023

Estimated Volume of debris (cu. Yd.): 25 CY

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Villa Park	Name:	To be determined
Street Address:	20 South Ardmore Avenue	Street Address:	
PO Box:		PO Box:	
City:	Villa Park State: IL	City:	State:
Zip Code:	60181 Phone: (630) 834-8505	Zip Code:	Phone:
Contact:	Karla Bastien, P.E.	Contact:	
Email, if available:	kbastien@invillapark.com	Email, if available:	

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Villa Park 2023 Resurfacing Project Latitude: 41.86897 Longitude: -87.97619

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 43

The land use on and adjacent to the site includes roadway, mowed turf grass in roadway right-of-way and residential areas. A site inspection checklist and map of the proposed work area is attached. Excavation work includes soil removal for ADA corner ADA corners are curb ramps located at crosswalk corners that are wheelchair accessible. Excavation is only expected where ADA corners will be upgraded, about 6" of removal under the existing sidewalk concrete.An environmental database report is attached. None of the nine above-listed source sites were present on or adjacent to the project areas of excavation.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

One representative sample was collected from the site to determine if the soil pH is within the above referenced acceptable range. The pH levels collected were 7.77 at the Ardmore Avenue and Congress Street. Supporting documentation is attached.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I Kate Kasch Schulstad, PE (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

◯ Owner
◯ Operator
◉ Owner's Duly Authorized Representative
◯ Operator's Duly Authorized Representative

Kate Kasch Schulstad
Printed Name

4/12/2023
Date

Kate Kasch Schulstad
Signature

Illinois Environmental Protection Agency

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Source Site Certification
by Owner or Operator
for Use of Uncontaminated Soil as Fill in a
CCDD or Uncontaminated Soil Fill Operation
LPC-662

Revised in accordance with 35 Ill. Adm. Code 1100, as amended by PCB R2012-009 (eff. Aug. 27, 2012)

This certification form is to be used by source site owners and operators to certify, pursuant to 35 Ill. Adm. Code 1100.205(a)(1)(A), that soil (i) was removed from a site that is not potentially impacted property and is presumed to be uncontaminated soil and (ii) is within a pH range of 6.25 to 9.0. If you have questions about this form, please telephone the Bureau of Land Permit Section at 217/524-3300.

This form may be completed online, saved locally, printed and signed, and submitted to prospective clean construction or demolition debris fill operations or uncontaminated soil fill operations.

I. Source Location Information

(Describe the location of the source of the uncontaminated soil)

Project Name: Villa Park 2023 Resurfacing Project Office Phone Number, if available: _____

Physical Site Location (Street, Road): South Cornell Avenue from East Park Boulevard to East Madison Street

City: Villa Park State: IL Zip Code: 60181 County: DuPage

Township: York

Lat/Long of approximate center of site in decimal degrees (DD.ddddd) to five decimal places (e.g., 40.67890, -90.12345):

Latitude: 41.87989 (Decimal Degrees) Longitude: - 87.9772 (-Decimal Degrees)

Identify how the lat/long data were determined:

◯ GPS ⊘ Map Interpolation ◯ Photo Interpolation ◯ Survey ◯ Other

IEPA Site Number(s), if assigned: BOL: _____ BOW: _____ BOA: _____

Approximate Start Date (mm/dd/yyyy): May 4, 2023 Approximate End Date (mm/dd/yyyy): November 15th, 2023

Estimated Volume of debris (cu. Yd.): 25 cu. yd.

II. Owner/Operator Information for Source Site

Site Owner		Site Operator	
Name:	Village of Villa Park	Name:	To be determined
Street Address:	20 South Ardmore Avenue	Street Address:	
PO Box:		PO Box:	
City:	Villa Park State: IL	City:	State:
Zip Code:	60181 Phone: (630) 834-8505	Zip Code:	Phone:
Contact:	Karla Bastien, P.E.	Contact:	
Email, if available:	kbastien@invillapark.com	Email, if available:	

This Agency is authorized to require this information under Section 4 and Title X of the Environmental Protection Act (415 ILCS 5/4, 5/39). Failure to disclose this information may result in: a civil penalty of not to exceed $50,000 for the violation and an additional civil penalty of not to exceed $10,000 for each day during which the violation continues (415 ILCS 5/42). This form has been approved by the Forms Management Center.

Project Name: Villa Park 2023 Resurfacing Project Latitude: 41.87989 Longitude: -87.97720

Source Site Certification

III. Descriptions of Current and Past Uses of Source Site

Describe the current and past uses of the site and nearby properties.* Attach additional information as needed. The description must take into account, at a minimum, the following for the source site and for nearby property: (1) use of the properties for commercial or industrial purposes; (2) the use, storage or disposal of chemical or petroleum products in individual containers greater than 5 gallons or collectively more than 50 gallons; (3) the current or past presence of any storage tanks (above ground or underground); (4) any waste storage, treatment or disposal at the properties; (5) any reported releases or any environmental cleanup or removal of contaminants; (6) any environmental liens or governmental notification of environmental violations; (7) any contamination in a well that exceeds the Board's groundwater quality standards; (8) the use, storage, or disposal of transformers or capacitors manufactured before 1979; and (9) any fill dirt brought to the properties from an unknown source or site.

Number of pages attached: 292

The land use on and adjacent to the site includes roadway, mowed turf grass in roadway right-of-way and residential areas. A site inspection checklist and map of the proposed work area is attached. Excavation work includes soil removal for ADA corner upgrades. ADA corners are curb ramps located at crosswalk corners that are wheelchair accessible. Excavation is only expected where ADA corners will be upgraded, about 6" of removal under the existing sidewalk concrete.An environmental database report is attached. None of the nine above-listed source sites were present on or adjacent to the project areas of excavation.

*The description must be sufficient to demonstrate that the source site is not potentially impacted property, thereby allowing the source site owner or operator to provide this certification.

IV. Soil pH Testing Results

Describe the results of soil pH testing showing that the soil pH is within the range of 6.25 to 9.0 and attach any supporting documentation.

Number of pages attached: 1

One representative sample was collected from the site to determine if the soil pH is within the above referenced acceptable range. The pH levels collected were 7.31 at the Northwest corner of E Washington Street and South Cornell Avenue. Supporting documentation is attached.

V. Source Site Owner, Operator or Authorized Representative's Certification Statement and Signature

In accordance with the Illinois Environmental Protection Act [415 ILCS 5/22.51 or 22.51a] and 35 Ill. Adm. Code 1100.205(a), I Kate Kasch Schulstad, PE (owner, operator or authorized representataive of source site) certify that this site is not a potentially impacted property and the soil is presumed to be uncontaminated soil. I also certify that the soil pH is within the range of 6.25 to 9.0. I further certify that the soil has not been removed from the site as part of a cleanup or removal of contaminants. Additionally, I certify that I am either the site owner or operator or a duly authorized representative of the site owner or site operator and am authorized to sign this form. Furthermore, I certify that all information submitted, including but not limited to, all attachments and other information, is to the best of my knowledge and belief, true, accurate and complete.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(h))

◯ Owner
◯ Operator
☑ Owner's Duly Authorized Representative
◯ Operator's Duly Authorized Representative

Kate Kasch Schulstad
Printed Name

4/12/2023
Date

Kate Kasch Schulstad
Signature

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Rebuild Illinois G.O. Bond Proceeds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS)

Suggested Action:
The village plans to utilize the remaining portion of the Rebuild Illinois G.O. Bond proceeds it received from the Illinois Department of Transportation (IDOT) to fund most of the construction of the 2023 Rebuild Illinois Resurfacing Project. The village received a total of $1,443,559.80 in bond funds. Of this amount, $342,816.96 was utilized for the construction of the 2022 Rebuild Illinois Resurfacing Project, leaving $1,100,742.84 in bond funds remaining for this project. This project is IDOT Section 22-00102-00-RS and this Resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this Resolution.

This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Attachments:
RESO - Use of Rebuild Illinois Bond Proceeds (BLR 09110 RBI)

RBI

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Original		22-00102-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type)

of Villa Park (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Central Blvd	0.6		Addison Ave	Cornell Ave
Congress St	0.2		Ardmore Ave	Summit Ave
Cornell Ave	0.6		Madison St	Park Blvd
Cornell Ave	0.2		Central Blvd	Kenilworth Ave
Harvard Ave	0.5		Central Blvd	St Charles Rd
Van Buren St	0.1		Cornell Ave	Summit Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This project consists of milling and resurfacing, intermittent curb and gutter removal and replacement, ADA curb ramps with detectable warnings, selected pavement patching, drainage and utility structure adjustments or reconstructions, landscaping, and pavement markings.

2. That there is hereby appropriated the sum of One million, one hundred thousand, seven hundred forty two and 84/100 Dollars ($1,100,742.84) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Hosanna Korynecky (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Villa Park (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Villa Park (Name of Local Public Agency) at a meeting held on July 24, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24 (Day) day of July, 2023 (Month, Year).

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Michael Guerra
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, for Improvement Under the Illinois Highway Code for the Use of Motor Fuel Tax Funds for a Portion of the Construction of the 2023 Rebuild Illinois Resurfacing Project (Section 22-00102-00-RS)

Suggested Action:
The village plans to utilize a portion of the Motor Fuel Tax (MFT) funds it receives from the Illinois Department of Transportation (IDOT) to supplement the construction of the 2023 Rebuild Illinois Resurfacing Project. The MFT funds would cover the portions of the Rebuild Project that are not eligible for bond funds and would also cover any project costs that exceed the village's allotment of bond funds. This project is IDOT Section 22-00102-00-RS and this Resolution, in this format, is required by IDOT to allow the use of these funds. Staff recommends approval of this resolution.

This item satisfies the Village's Short-Term Complex Goal #1 "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Attachments:
RESO - Use of Motor Fuel Tax Funds (BLR 09110 MFT)

Illinois Department of Transportation

MFT

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		22-00102-00-RS

BE IT RESOLVED, by the President and Board of Trustees (Governing Body Type) of the Village (Local Public Agency Type)

of Villa Park (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Central Blvd	0.6		Addison Ave	Cornell Ave
Congress St	0.2		Ardmore Ave	Summit Ave
Cornell Ave	0.6		Madison St	Park Blvd
Cornell Ave	0.2		Central Blvd	Kenilworth Ave
Harvard Ave	0.5		Central Blvd	St Charles Rd
Van Buren St	0.1		Cornell Ave	Summit Ave

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

This project consists of milling and resurfacing, intermittent curb and gutter removal and replacement, ADA curb ramps with detectable warnings, selected pavement patching, drainage and utility structure adjustments or reconstructions, landscaping, and pavement markings.

2. That there is hereby appropriated the sum of One hundred thousand and 00/100 Dollars ($100,000.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Hosanna Korynecky (Name of Clerk) Village (Local Public Agency Type) Clerk in and for said Village (Local Public Agency Type)

of Villa Park (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees (Governing Body Type) of Villa Park (Name of Local Public Agency) at a meeting held on July 24, 2023 (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 24 (Day) day of July, 2023 (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved

Regional Engineer Signature & Date
Department of Transportation

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Kevin Mantels
Submitting Department: Public Works
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III Construction Engineering Services for the 2023 Rebuild Illinois Resurfacing Project in an Amount not to Exceed $123,800.00

Suggested Action:
The 2023 Rebuild Illinois Resurfacing Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway of various village streets. Staff recommends approval of an engineering services agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III construction engineering of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $123,800.00. Funding for these engineering services would be from the Street Improvement Fund (Capital).

This item satisfies the Short-Term Complex Strategic Plan Goal, "Continue using an aggressive infrastructure replacement/development plan that covers sewers, water mains, streets, etc."

Attachments:
MEMO - 2023 Rebuild Illinois Phase 3 Engineering Agreement
2023 Rebuild Illinois Location Map
2023 Rebuild Illinois CIP Project Listing
RESO - 2023 Rebuild Illinois Phase 3 Engineering Agreement
2023 Rebuild Illinois Phase 3 Engineering Agreement Draft

Memo

To: Matthew Harline, Village Manager

From: Kevin L. Mantels, P.E., Assistant Village Engineer



Date: July 21, 2023

Re: Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III Construction Engineering of the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $123,800.00

The 2023 Rebuild Illinois Resurfacing Project is proposed in the Village of Villa Park's Capital Improvement Plan (CIP). The project's objective is to improve the condition of the roadway of various village streets.

The scope of the 2023 Rebuild Illinois Resurfacing Project includes pavement resurfacing on Central Boulevard from Addison Avenue to Cornell Avenue; East Congress Street from Ardmore Avenue to Summit Avenue; South Cornell Avenue from Madison Street to Park Boulevard and from Central Boulevard to Kenilworth Avenue; South Harvard Avenue from Central Boulevard to St. Charles Road; and East Van Buren Street from Cornell Avenue to Summit Avenue.

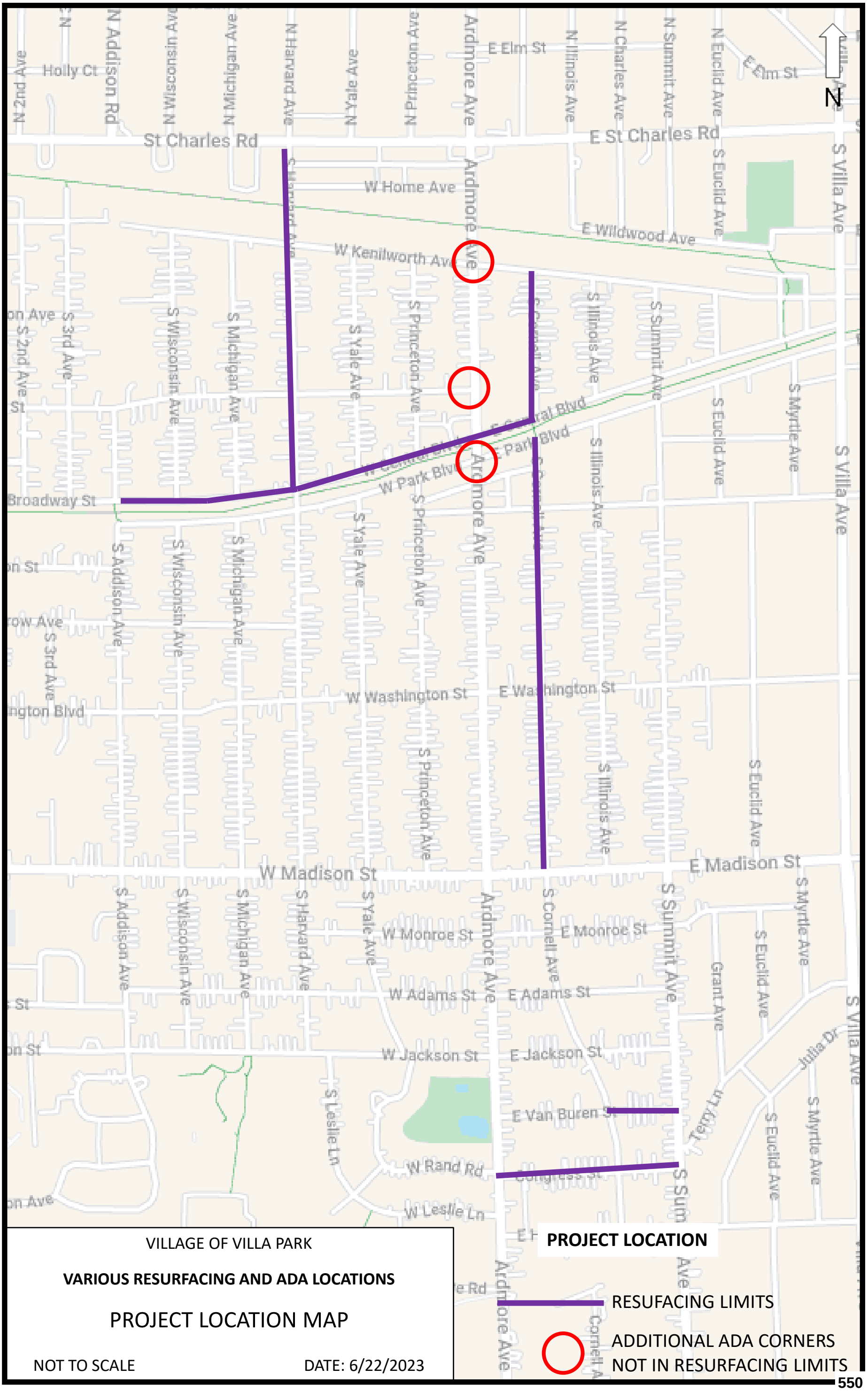
Public Works staff proposes an engineering services agreement with Strand Associates, Inc., to perform the construction engineering in an amount not to exceed $123,800.00. Staff completed a consultant Qualifications Based Selection (QBS) process to evaluate consultants to perform construction engineering services for projects, and Strand Associates, Inc., was selected as one of the firms to perform these services for the village based on their qualifications.

The proposed scope of work of the construction engineering services would include pre-construction coordination, construction observation and documentation, measurement and computation of pay items, preparation of pay estimates, and contract closeout tasks.

Funding for these engineering services would be taken from the Street Improvement Fund (Capital).

RECOMMENDATION

Staff recommends approval of an engineering services agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III Construction Engineering of the 2023 Rebuild Illinois Resurfacing Project in an amount not to exceed $123,800.00.



VILLAGE OF VILLA PARK

VARIOUS RESURFACING AND ADA LOCATIONS

PROJECT LOCATION MAP

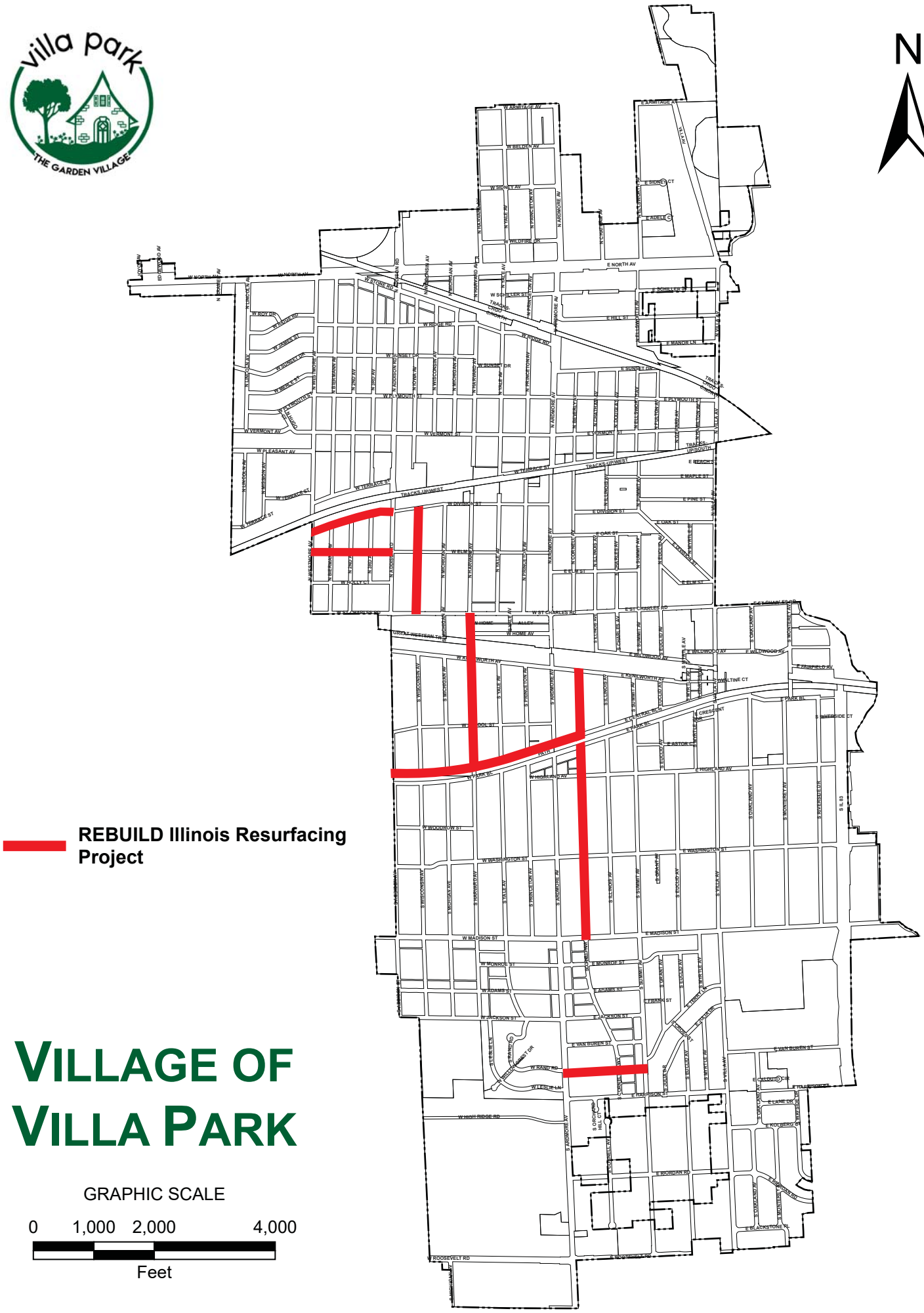
NOT TO SCALE

DATE: 6/22/2023

VILLAGE OF VILLA PARK CAPITAL IMPROVEMENT PLAN 2023 THROUGH 2027	Fund(s) / Department(s): Street Improvement Fund	NEW

Project Name:	**REBUILD Illinois Resurfacing Project**
Objective:	To improve the condition of the roadway by means of selected pavement rehabilitation methods.
Description:	This project consists of the rehabilitation of various streets by means of selected pavement rehabilitation methods.
Justification:	The Village's pavement management program has determined that the condition of the street has deteriorated to the point that pavement rehabilitation is needed. This project is to be funded by the village's allocation of REBUILD Illinois bond funding.

Funding Source	Total Cost	Previous Years	2023	2024 - 2027	Future Years
Engineering / Professional Services					
Street Improvement Fund	163,644	100,000	63,644	-	-
Engineering Subtotals	**163,644**	**100,000**	**63,644**	**-**	**-**
Construction / Building					
Street Improvement Fund	1,443,560	342,817	1,100,743	-	-
Construction Subtotals	**1,443,560**	**342,817**	**1,100,743**	**-**	**-**
Funding Sources Subtotals					
Street Improvement Fund	1,607,204	442,817	1,164,387	-	-
PROJECT TOTALS	**1,607,204**	**442,817**	**1,164,387**	**-**	**-**



VILLAGE OF VILLA PARK

Resolution No. _____

Resolution of the Village of Villa Park, DuPage County, Illinois, Approving an Engineering Services Agreement with Strand Associates, Inc., of Joliet, Illinois, for Phase III Construction Engineering of the 2023 Rebuild Illinois Resurfacing Project in an Amount Not to Exceed $123,800.00

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 completed a consultant Qualifications Based Selection (QBS) process and has recommended a proposed construction engineering services agreement with Strand Associates, Inc., of Joliet, Illinois, to perform Phase III professional construction engineering services for the 2023 Rebuild Illinois Resurfacing Project (the "Project") in an amount not to exceed One Hundred Twenty-Three Thousand Eight Hundred and 00/100 ($123,800.00) 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 Strand Associates, Inc., to provide professional construction engineering services for Phase III of the Project.

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 *Agreement between the Village of Villa Park, Illinois, and Strand Associates, Inc., for the furnishing of Professional Civil Engineering Services for the 2023 Rebuild Illinois Resurfacing Project*, is hereby approved in substantially the form attached hereto as Exhibit "A", and incorporated herein, and the Village President is hereby authorized to

execute, and the Village Clerk to attest, 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: That this Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED this 24th day of July, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this 24th day of July, 2023

_____
Village President

Attest: _____
Village Clerk

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
STRAND ASSOCIATES, INC.
for the furnishing of
PROFESSIONAL CIVIL ENGINEERING SERVICES
for
ROADWAY RESURFACING IMPROVEMENT PROJECT

THIS agreement ("AGREEMENT"), made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and STRAND ASSOCIATES, 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 – Roadway Resurfacing Improvement Construction Engineering, hereinafter referred to as the "PROJECT".

In consideration of these premises and of the mutual covenants herein set forth, the ENGINEER agrees as follows:

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 and shall perform the following construction related services ("Services") for the VILLAGE, as explained more fully below:

a. Project Description

This PROJECT entails engineering construction services for pavement patching, resurfacing, curb and gutter replacement, and sidewalk curb ramp replacement improvements to several roadways including:

- Harvard Avenue from Central Boulevard to St. Charles Road
- Central Boulevard from Addison Avenue to Cornell Avenue
- Cornell Avenue from Central Boulevard to Kenilworth Avenue and Madison Street to Park Boulevard
- Congress Street from Ardmore Avenue to Summit Avenue
- Van Buren Street from Cornell Avenue to Summit Avenue

The design engineering services were provided by the VILLAGE's consultant.

The PROJECT is partially funded with Rebuild Illinois Bond Funds.

b. **Scope of Services**

ENGINEER will provide the following Services to VILLAGE:

(1) Provide contract administration services including attendance at preconstruction conference and preparing minutes, review of up to ten contractor's shop drawing submittals, review of up to four contractor's periodic pay requests, attendance at monthly construction progress meetings, and participation in project closeout.

(2) Provide resident project representative services for full-time observation of construction for up to 13 weeks, five days a week, nine hours a day, and part-time observation of construction for up to three weeks, five days a week, four hours a day, for up to 645 total hours. In furnishing observation services, ENGINEER's effort will be directed toward determining for VILLAGE that the completed project will, in general, conform to the Contract Documents; but ENGINEER will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

(3) Prepare and submit up to two change orders.

(4) Communicate with VILLAGE's material testing consultant.

c. Service Elements Not Included

The following services are not included in this AGREEMENT. If such services are required, they will be provided as noted.

(1) Additional Site Visits and/or Meetings: Additional VILLAGE-required site visits or meetings will be provided through an amendment to this Agreement or through a separate agreement with the VILLAGE.

(2) Construction Staking: Any services involved in construction staking for the project, if required, will be provided through an amendment with the VILLAGE.

(3) Geotechnical Engineering: Geotechnical engineering information will be required and provided through the VILLAGE and the VILLAGE'S geotechnical consultant.

(4) Preparation for and/or Appearance in Litigation on Behalf of VILLAGE: This type of service by ENGINEER will be provided through a separate agreement with the VILLAGE.

(5) Revising Designs, Drawings, Specifications, and Documents: Any services required after these items have been previously approved by

state or federal regulatory agencies, because of a change in project scope or where such revisions are necessary to complete with changed state and federal regulations that are put in force after Services have been partially completed, will be provide through an amendment to this Agreement.

(6) Services Related to Buried Wastes and Contamination: Should buried solid, liquid or potentially hazardous wastes or subsurface or soil contamination be uncovered at the site, follow-up investigations may be required to identify the nature and extent of such wastes or subsurface soil or groundwater contamination and to determine appropriate methods for managing of such wastes or contamination and for follow-up monitoring. Investigation, design, or construction-related services related to buried solid, liquid, or potentially hazardous wastes or soil or groundwater contamination will be provided through a separate agreement with the VILLAGE.

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 services hereunder by the ENGINEER, its agents, representatives, employees, or subconsultants.

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 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/ 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, 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 and employees (paid or unpaid) 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 and employees (paid or unpaid).

(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, and employees (paid or unpaid).

(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 services commence. 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 (paid or unpaid) against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the VILLAGE, its officials, employees (paid or unpaid), arising in whole or in part in consequence of the negligent acts, errors, or omissions, or willful misconduct of the services by the ENGINEER, its employees, or subconsultants, or which may in any way result therefore, except that arising out of the negligence or willful act of the VILLAGE, its officials, and employees (paid or unpaid). 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 and employees (paid or unpaid), 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 and employees (paid or unpaid) 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, to the extent of the ENGINEER's negligence.

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 and employees (paid or unpaid) 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 services 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. Any re-use of the Work by the Village shall be at its sole risk and without liability to ENGINEER.

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. When and if record drawings are to be provided by the ENGINEER and the information used in the preparation of record drawings is provided by others, the ENGINEER is not responsible for accuracy, completeness, nor sufficiency of such information. The level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawings. If additional detail is requested by the VILLAGE, then the ENGINEER will be due additional compensation for additional services. 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. ENGINEER may retain one copy of the information used for the services in accordance with its record retention policy.

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 applicable 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 One Hundred Twenty-Three Thousand, Eight Hundred ($123,800.00) Dollars. VILLAGE shall provide full information regarding requirements for and about the PROJECT, including a program which shall set forth the VILLAGE'S objectives, schedule, constraints, criteria, special equipment, systems and site requirements and to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the PROJECT, including auditing services which the VILLAGE may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the VILLAGE.

2. 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.

3. For the performance by the ENGINEER of the services set forth above, the VILLAGE shall pay the ENGINEER on the basis of payment:

a. Amount of Engineer's Fee.

The ENGINEER has calculated its fee for services related to the PROJECT not to exceed the total amount of One Hundred Twenty-Three Thousand

Eight Hundred ($123,800.00) Dollars. All tasks will be billed on a cost plus hourly rate fee basis.

b. 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:

(1) 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.

(**2**) 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 shall commence Services upon the execution of this AGREEMENT. The ENGINEER anticipates that the PROJECT will be completed in December 2023.

2. 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.

3. 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.

4. 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:

STRAND ASSOCIATES, INC.
1170 South Houbolt Road
Joliet, Illinois 60431
Attn: Marc Grigas

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.

5. 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.

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

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. Opinion of Probable Cost. Any opinions of probable cost prepared by ENGINEER are supplied for general guidance of VILLAGE only. ENGINEER has no control over competitive bidding or market conditions and cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to VILLAGE.

13. Changes

a. VILLAGE may make changes within the general scope of this AGREEMENT in the Services to be performed. If such changes cause an increase or decrease in the ENGINEER'S cost or time required for performance of Services under this Agreement, an equitable adjustment will be made, and this agreement will be modified in writing accordingly.

b. No services for which additional compensation will be charged by ENGINEER will be furnished without the written authorization of VILLAGE. The fee established herein will not be exceeded without written agreement by VILLAGE but may be adjusted for time delays, time extensions, amendments or changes in the Scope of Services.

14. Data Provided by Others. ENGINEER is not responsible for the quality or accuracy of data nor for the methods used in the acquisition or development of any such data where such data is provided by or through VILLAGE, VILLAGE's consultant, contractor or others to ENGINEER and where ENGINEER'S Services are to be based upon such data. Such data includes, but is not limited to, soil borings, groundwater data, chemical analysis, geotechnical testing, reports, calculations, designs, drawings, specifications, record drawings, contractor's marked-up drawings, and topographical surveys.

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, forebearance, 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, forebearance, 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.

The remainder of this page is intentionally left blank.

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 24th day of July, 2023.

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

ATTEST:

By _____
Nick Cuzzone, Village President

By _____
Village Clerk

Executed by the ENGINEER, this 24th day of July, 2023.

STRAND ASSOCIATES, INC.
1170 South Houbolt Road
Joliet, Illinois 60431

By _____
Joseph M. Bunker, Corporate Secretary

Client: VILLA PARK
Project: 2023 ROADWAY RESURFACING IMPROVEMENT CONSTRUCTION SERVICES

Job No.: **4627.005**
Date: 20-Jul-2023

Task		PRINCIPAL	PROJ. MANAGER	LEAD RPR	ASSISTANT RPR	OFFICE PRODUCTION	RM
Construction Administration							
Administration (7 hrs x 4 months)		2.00	16.00			6.00	4.00
Monthly Progress Meetings = (4 meetings, 3 hrs/ea) & Minutes			16.00			4.00	
Pre-Construction Meeting and Minutes			4.00	6.00			
Monthly Pay Requests (4 total) and 2 change orders 6 hrs/ea = 32 hrs			4.00	32.00		4.00	
Utility Coordination, conflict resolution, and data exchange				12.00			
Shop Drawing Review			2.00	16.00			
Construction Observation							
13 weeks / Aug. 1 to Oct. 27 (65 week days > 60 working * 10.5 hrs/day) + 3 weeks part-time * 25 hrs/ea = 675 hr) Includes Daily Documentation				630.00	75.00		
Punchlist			2.00	24.00		2.00	
Post Construction Documentation & Closeout							
Job Box Copies / Archiving				12.00			
		2.00	44.00	732.00	75.00	16.00	4.00
Total Hours	**873.00**	**2.00**	**44.00**	**732.00**	**75.00**	**16.00**	**4.00**
% of Total Hours		0.2%	5.0%	83.8%	8.6%	1.8%	0.5%
Cost		$603.00	$10,770.52	$99,019.84	$10,301.25	$1,835.26	$1,206.00
Total Labor Cost	$123,735.89						
Total Expense Cost	Not allowed						
Grand Total Fee	**$123,735.89**						

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
A Resolution of the Village of Villa Park, DuPage County, Illinois, Waiving the Competitive Bidding and Authorizing the Purchase of a 2023 Dodge Durango Pursuit Police Vehicle Through Bosak Motors of Merrillville, LLC in the Total Amount of $41,751.25

Suggested Action:
On May 22, 2023 an officer was conducting a traffic stop when another vehicle struck the rear and the damage to car 197, a 2020 Ford Explorer Interceptor was determined a total loss by IRMA. Staff conducted a nationwide search for a replacement vehicle and was able to locate an in-stock 2023 Dodge Durango available at Bosak Motors of Merrillville, IN for the total cost of $41,751.25. The Village will receive $26,674 for the totaled Ford Explorer plus an additional $8,000 for the removal and re-installation of equipment. The total purchase cost will be paid from 10.520.09.401, with the offsetting revenues placed in the General Fund

Attachments:
BoT_Memo- Reso - purchase car 197 replacement_.docx
2023 Dodge Durango - Bosak.pdf
RESO_Authorizing_Purchase_of_Police_Pursuit_Vehicles_2023__2_.docx

Bosak Motors of Merrillville, LLC	
	07.18.2023
3111 W Lincoln Highway	QUOTE # 1122
Merrillville, IN 46410	
Phone: (219) 738-2323 Fax: (219) 738-6766	
Quotation For:	WHILE SUPPLIES LAST
VILLA PARK POLICE DEPARTMENT	Steven M Isakson
40 S ARDMORE AVENUE	219-973-1602 cell
VILLA PARK, IL 60181	
DMCCANN@INVILLAPARK.COM	
Comments or Special Instructions:	

SALESPERSON	P.O. NUMBER	
STEVEN I.		

QUANTITY	DESCRIPTION	AMOUNT
1	2023 Dodge Durango Pursuit AWD	$ 41,415.00
	5.7 LITER HEMI V8 MDS VVT ENGINE	$ 2,995.00
	8 speed auto 850re Transmission with 2 speed transfer case	$ -
		$ -
	Pitch Black Exterior Paint	$ -
		$ -
	Drivers Side Black LED Spotlamp	$ 610.00
	Heavy Duty Cloth Bucket Front Seats / Rear Vinyl Bench Seat	$ 135.00
		$ -
	Factory Destination	$ 1,595.00
		$ -
	Bosak Discount	$ (1,500.00)
	Stellantis Government Bid Concession	$ (3,500.00)
		$ -
		$ -
		$41,750.00

9 Black units on Ground

4 keys included

	$ -
Indiana Tire Tax	$ 1.25
Price Per Unit	$ 41,751.25

If you have any questions concerning this quotation, contact Steven M. Isakson, 219-973-1602 cell or commercial@bosakmail.com

THANK YOU FOR YOUR BUSINESS!

Specs

VIN	1C4SDJFT1PC591887	**Transmission**	DFD-8-SPD AUTO 8HP70 TRANS (BUY)
Year/Model	2023 WD - DODGE DURANGO	**Body Style**	EE75
Engine	EZH-5.7L V8 HEMI MDS VVT ENGINE	**Build Date**	March 10, 2023

Optional Equipment

***A7**	CLOTH BUCKET SEATS W/REAR VINYL	**-X9**	BLACK	**22Z**	CUSTOMER PREFERRED PACKAGE 22Z
2SQA	FCA FLEET POWERTRAIN CARE	**2TZA**	CUSTOMER PREFERRED PACKAGE 2TZ	**3AH**	PRICE PROTECTION - CODE H
3RP	FLEET TRACKING	**44N**	FLEET TRACKING	**4DH**	PREPAID HOLDBACK
4EAA	SOLD VEHICLE	**4ESA**	DELIVERY ALLOWANCE CREDIT	**4FA**	SPECIAL BID-INELIGIBLE FOR INCENTIVE
4FMA	FLEET OPTION EDITOR	**4FT**	FLEET SALES ORDER	**4HE**	SPECIAL SCHEDULING CONDITION V
4KA	SPECIAL BID HANDLING	**4NUA**	FUEL FILL/BATTERY CHARGE	**5N6**	EASY ORDER
5RA	MARCH PRODUCTION	**875P**	UNITED STATES REGION GROUP	**894P**	NAFTA REGION
BCFP	800 AMP MAINTENANCE FREE BATTERY	**C1JP**	#7 SEAT FOAM CUSHION	**CDSP**	VINYL 2ND ROW SEAT
CJ5P	SUPP. SIDE CURTAIN ALL ROWS AIR BAGS	**CXGP**	LOCK ON SYNC TIRE PRESS SENSOR	**DBAC**	ALL AUTOMATIC TRANSMISSIONS
DFD	8-SPD AUTO 8HP70 TRANS (BUY)	**DKAP**	2 SPEED ON DEMAND TRANSFER CASE	**DPMP**	3.09 REAR AXLE RATIO
DR1P	230MM REAR AXLE	**EZH**	5.7L V8 HEMI MDS VVT ENGINE	**JLPP**	GPS ANTENNA INPUT
JPUP	POWER 4-WAY DRIVER LUMBAR ADJUST	**LE7P**	GLOSS BLACK EXTERIOR MIRRORS	**LNF**	BLACK LEFT LED SPOT LAMP
MDAP	FRONT LICENSE PLATE BRACKET	**NAS**	50 STATE EMISSIONS	**NEXP**	DUAL REAR EXHAUST W/BRIGHT TIPS
NHAP	ENGINE OIL COOLER	**NHJP**	EXTERIOR MIRRORS W/HEATING ELEMENT	**PXJ**	DB BLACK CLEAR COAT
R08P	ALL VP2R RADIOS	**RAAC**	ALL RADIO EQUIPPED VEHICLES	**RF5P**	GOOGLE ANDROID AUTO
RF7P	USB HOST FLIP	**RFLP**	8.4" TOUCHSCREEN DISPLAY	**RFPP**	APPLE CARPLAY
RHQP	APTIV/DELPHI RADIO MANUFACTURER	**RSDP**	SIRIUSXM SATELLITE RADIO	**RTFP**	INTEGRATED CENTER STACK RADIO
TZFP	FIRESTONE BRAND TIRES	**WKBP**	FULL SIZE MATCHING SPARE WHEEL	**WLYC**	ALL STEEL WHEELS

WMHP	BRIGHT HUB CAPS	**X9BP**	SIRIUSXM RADIO SERVICE	**X9HP**	FOR MORE INFO, CALL 800-643-2112
XH3P	PARKSENSE RR PARK ASSIST W/STOP	**XRBP**	INTEGRATED VOICE COMMAND W/BLUETOOTH	**YG1A**	7.5 ADDITIONAL GALLONS OF GAS
Z6JP	GVW RATING - 7100#	**ZLCP**	SPRING - LEFT FRONT	**ZLSP**	SPRING - LEFT REAR
ZZCP	SPRING - RIGHT FRONT	**ZZSP**	SPRING - RIGHT REAR		

Standard Equipment

151S	ZONE 51-CHICAGO	**1ALS**	U.S. STATE/LOCAL BID	**585S**	SPORT UTILITY EXTENDED
594S	VEHICLE ORDER TRACKING	**5CWS**	WD/6003 VEHICLE FAMILY	**5I4S**	FOUR WHEEL DRIVE (4WD)/(4X4)
5I8S	LEFT HAND DRIVE (LHD)	**5IAS**	PRICE CLASS E	**5L3S**	2023 VEHICLE SPECIFICATIONS
615S	INDIANA SHIP TO STATE CODE	**6USS**	U.S. SPECIFICATIONS LABEL	**915S**	INDIANA SOLD TO STATE CODE
AHVS	SPECIAL SERVICE GROUP	**APAS**	MONOTONE PAINT	**AXRS**	SECURE PARK PACKAGE
AYFS	POLICE GROUP	**AZ1S**	DURANGO PURSUIT VEHICLE	**BAJS**	220 AMP ALTERNATOR
BHCS	RAIN BRAKE SUPPORT	**BHDS**	READY ALERT BRAKING	**BNBS**	ELECTRONIC STABILITY CONTROL
BNGS	HILL START ASSIST	**BNRS**	FOUR WHEEL TRACTION CONTROL	**BNTS**	TRAILER SWAY DAMPING
BR9S	POLICE ABS 4-WHEEL HD DISC BRAKES	**CDWS**	FRT PASS FORWARD FOLD FLAT SEAT	**CF9S**	DELETE 3RD ROW SEAT
CFNS	2ND ROW 60/40 FOLDING SEAT	**CG3S**	ADVANCED MULTISTAGE FRONT AIR BAGS	**CGSS**	SUPPLEMENTAL SIDE AIR BAGS
CGUS	CHILD SEAT ANCHOR SYSTEM-LATCH READY	**CGYS**	DRVR INFLATABLE KNEE-BOLSTER AIR BAG	**CHES**	BLACK HEADLINER
CJ1S	SUPPLEMENTAL FRT SEAT SIDE AIR BAGS	**CKJS**	BLACK VINYL FLOOR COVERING	**CKNS**	CARGO COMPARTMENT CARPET
CKTS	CARGO TIE DOWN LOOPS	**CLGS**	COVERED CARGO STORAGE	**CSRS**	PASSENGER ASSIST HANDLES
CSVS	INTERIOR ASSIST HANDLES	**CTLS**	BASE DOOR TRIM PANEL	**CUNS**	OVERHEAD CONSOLE
CYDS	5 PASSENGER SEATING	**CZXS**	MINI CONSOLE POLICE	**DJCS**	195MM FRONT AXLE
DS7S	CONVENTIONAL DIFFERENTIAL FRT AXLE	**DS8S**	CONVENTIONAL DIFFERENTIAL REAR AXLE	**GAKS**	ACOUSTIC WINDSHIELD
GAPS	LAMINATED FRONT DOOR GLASS	**GBBS**	TINTED WINDSHIELD GLASS	**GCBS**	FRONT DOOR TINTED GLASS

GEGS	DEEP TINT SUNSCREEN GLASS	**GFAS**	REAR WINDOW DEFROSTER	**GNKS**	REAR VIEW AUTO DIM MIRROR
GNVS	SUN VISORS W/VANITY MIRROR	**GTSS**	POWER HEATED MIRRORS, FOLD-AWAY	**GX4S**	PUSHBUTTON START
GXDS	2-DOOR PASSIVE ENTRY, FRT DOOR LOCKS	**GXMS**	REMOTE KEYLESS ENTRY	**GXQS**	NON-KEY ALIKE FOBS
GXXS	SENTRY KEY THEFT DETERRENT SYSTEM	**HAHS**	ATC W/3 ZONE TEMP CONTROL	**HBBS**	REAR AIR CONDITIONING W/HEATER
HGAS	HOOD INSULATION	**HGPS**	PREMIUM INSULATION GROUP	**JAAS**	INSTRUMENT PANEL
JAJS	PREMIUM INSTRUMENT CLUSTER W/TACH	**JB5S**	INSTR. PANEL PLATINUM CHROME BEZEL	**JCFS**	140 MPH PRIMARY CERT. SPEEDOMETER
JFJS	TEMPERATURE & COMPASS GAUGE	**JHAS**	VAR INTERMITTENT WINDSHIELD WIPERS	**JHBS**	REAR WINDOW WIPER/WASHER
JJ5S	130 MPH MAXIMUM SPEED CALIBRATION	**JJBS**	DUAL NOTE ELECTRIC HORNS	**JJMS**	12 VOLT AUX POWER OUTLET - REAR
JKPS	12 VOLT AUX POWER OUTLET - FRONT	**JKYS**	POWER ACCESSORY DELAY	**JMAS**	AIR FILTERING
JP3S	PWR FRONT WINDOWS, 1-TOUCH,UP & DOWN	**JPBS**	POWER LOCKS	**JPRS**	POWER 8-WAY DRVR/MANUAL PASS SEAT
LA3S	LED TAILLAMPS W/RED ACCENTS	**LACS**	ILLUMINATED ENTRY	**LAXS**	FRONT PASSENGER SEAT BELT ALERT
LAZS	VEHICLE INFORMATION CENTER	**LBCS**	GLOVE BOX LAMP	**LBRS**	FRONT & REAR INTERIOR LED LAMPS
LH2S	AUX SWITCHES	**LM6S**	LED LOW/HIGH BEAM HEADLAMPS	**LMGS**	AUTOMATIC HEADLAMPS
LMZS	LED DAYTIME RUNNING HEADLAMPS	**LNQS**	SPOT LAMP WIRING PREP.	**LSES**	ENHANCED ACCIDENT RESPONSE SYSTEM
MAKS	GLOSS BLACK GRILLE W/GRANITE INNER	**MBPS**	BODY COLOR UPPER FASCIA	**MBTS**	BODY COLOR/ACCENT COLOR REAR FASCIA
MFAS	BLACK HEADLAMP BEZELS	**MLXS**	ACCENT COLOR LOWER FASCIA	**MMGS**	BELT MOLDINGS
MNKS	BODY COLOR DOOR HANDLES	**MRDS**	ACCENT COLOR WHEEL LIP MOLDING	**MRFS**	SILL MOLDING
MWTS	AWD BADGE	**MZJS**	DURANGO BRIGHT BADGE	**NF4S**	24.6 GALLON FUEL TANK
NHMS	SPEED CONTROL	**NHQS**	TRANSMISSION HEATER	**NMCS**	HEAVY DUTY ENGINE COOLING
QXJS	DB BLACK CLEAR COAT	**RCGS**	6 SPEAKERS	**RD3S**	ACCENT COLOR SHARK FIN ANTENNA
RDZS	STEERING WHEEL MOUNTED AUDIO CTRLS	**RSFS**	MEDIA HUB (2 USB, AUX)	**SBLS**	ELECTRIC POWER STEERING
SCJS	PERFORATED LEATHER WRAPPED STRG WHL	**SDBS**	POLICE TUNED SUSPENSION	**SESS**	REAR LOAD LEVELING SUSPENSION

SUDS	TILT/TELESCOPE STEERING COLUMN	**TBWS**	FULL SIZE SPARE TIRE W/MATCHING WHL	**TXQS**	255/60R18 BSW ON/OFF ROAD TIRES
UAMS	UCONNECT 4 WITH 8.4" DISPLAY	**WBNS**	18X8.0 BLACK STEEL WHEELS	**X72S**	EXTERIOR PLASTICS MODULE
X73S	GLASS MODULE II	**X81S**	INSTRUMENT PANEL PARTS MODULE	**X82S**	DOOR PARTS MODULE
X83S	FRONT END PARTS MODULE	**X84S**	FRONT SUSPENSION PARTS MODULE	**X85S**	REAR SUSPENSION PARTS MODULE
X88S	TIRE & WHEEL PARTS MODULE	**X89S**	FRONT SUSPENSION DAMPER PARTS MODULE	**X8FS**	HARD TRIM MODULE
X8GS	LOAD FLOOR PARTS MODULE	**X8JS**	DOOR TRIM PANEL MODULE	**X8SS**	CENTER CONSOLE PARTS MODULE
X8TS	INTERIOR TRIM MODULE	**X8US**	REAR FASCIAS PARTS MODULE	**X8WS**	FRONT FASCIAS PARTS MODULE
X8YS	HEADLINER PARTS MODULE	**X8ZS**	SEAT PARTS MODULE	**X91S**	REAR SUSPENSION DAMPER PARTS MODULE
XA8S	NON ADJUSTABLE PEDALS	**XACS**	PARKVIEW REAR BACK-UP CAMERA	**XANS**	BLIND SPOT AND CROSS PATH DETECTION
XAXS	ENGINE HOUR METER	**XBNS**	TIP START	**XE2S**	I/P MOUNTED ELEC SHIFTER
XF2S	7 AND 4 PIN WIRING HARNESS	**XFCS**	R1234YF A/C REFRIGERANT	**XFHS**	CLASS IV RECEIVER HITCH
XFXS	EQUIPMENT MOUNTING BRACKET	**XGMS**	TIRE PRESSURE MONITORING DISPLAY	**XJ7S**	PUSH-PUSH FUEL FILLER DOOR
XJMS	CAPLESS FUEL FILL W/O DISCRIMINATOR	**XLNS**	ENGLISH/USA LANGUAGE	**XPFS**	PROTECTIVE COATING AND REMOVER
XSVS	SUPER NOVA HYDRO INTERIOR ACCENTS	**XVCS**	NEW ORC PART TRACKING	**XX7S**	SELECTABLE STEERING MODES
XXSS	UPFITTER ELECTRONIC MODULE (VSIM)	**YAAS**	BUILD TO U.S. MKT. SPECIFICATIONS		

Special Equipment

9959	DESCRIPTION NOT AVAILABLE

Dealer Installed Equipment

No dealer installed equipment for this vehicle.

2023 DODGE DURANGO PURSUIT AWD

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

Base Price: $41,415

DODGE DURANGO PURSUIT VEHICLE AWD
Exterior Color: Diamond Black Clear–Coat Exterior Paint
Interior Color: Black Interior Color
Interior: Cloth Front Bucket Seats with Vinyl Rear Seat
Engine: 5.7L V8 HEMI® MDS VVT Engine
Transmission: 8–Speed Automatic 8HP70 Transmission

STANDARD EQUIPMENT (UNLESS REPLACED BY OPTIONAL EQUIPMENT)

FUNCTIONAL/SAFETY FEATURES
- Durango Pursuit Vehicle
- Instrument Panel Mounted Electronic Shifter
- Upfitter Electronic Module (VSIM)
- Police ABS 4–Wheel Heavy–Duty Disc Brakes
- Police–Tuned Suspension
- Engine Hour Meter
- Equipment Mounting Bracket
- Secure Park Package
- Police Mini–Console
- Black Vinyl Floor Covering
- Additional Key Fobs
- 130–MPH Maximum Speed Calibration
- Auxiliary Switches
- Advanced Multistage Front Air Bags
- Supplemental Side Curtain All Rows Air Bags
- Supplemental Front Seat–Mounted Side Air Bags
- ParkView® Rear Back–Up Camera
- ParkSense® Rear Park–Assist with Stop
- Blind–Spot and Cross–Path Detection
- 4–Wheel Traction Control
- Enhanced Accident–Response System
- Class IV Receiver–Hitch
- Electronic Stability Control
- Hill–Start Assist
- 24.6–Gallon Fuel Tank
- Remote Keyless–Entry
- Push–Button Start
- 220–Amp Alternator
- Spot Lamp Wiring Prep

INTERIOR FEATURES
- Uconnect® 4 with 8.4–Inch Touch Screen Display
- Apple CarPlay®
- Google Android Auto™
- SiriusXM® with 6–Month Radio Sub Call 800–643–2112
- Integrated Voice Command
- Steering–Wheel–Mounted Audio Controls
- 8–Way Power Driver and Manual Passenger Seats
- 4–Way Power Lumbar Adjustable Driver Seat
- Air Conditioning with 3–Zone Automatic Temp Control
- Tilt / Telescope Steering–Column
- Tire Pressure Monitoring Display

EXTERIOR FEATURES
- 18–Inch x 8.0–Inch Black Steel Wheels
- Bright Hub Caps
- 255/60R18 BSW On/Off Road Tires
- Firestone Brand Tires
- Full–Size Spare Tire with Matching Wheel
- Heated Mirrors with Fold–Away
- Rear Window Wiper / Washer

OPTIONAL EQUIPMENT (May Replace Standard Equipment)

Cloth Front Bucket Seats with Vinyl Rear Seat Vinyl 2nd Row Seat	$135
Customer Preferred Package 22Z	
5.7L V8 HEMI® MDS VVT Engine 2–Speed On–Demand Transfer Case Dual Rear Exhaust w/ Bright Tips	$2,995
Black Left LED Spot Lamp	$610
Destination Charge	**$1,595**

TOTAL PRICE: * $46,750

WARRANTY COVERAGE
5–year or 60,000–mile Powertrain Limited Warranty.
3–year or 36,000–mile Basic Limited Warranty.
Ask Dealer for a copy of the limited warranties or see your owner's manual for details.

5 YEAR / 60,000 MILE POWERTRAIN WARRANTY

Assembly Point/Port of Entry: DETROIT, MICHIGAN, U.S.A. S.L. SHIP TO: SOLD TO:

VIN: 1C4–SDJFT1PC–591887 L4–VON: 3337 0324–0

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

* STATE AND/OR LOCAL TAXES IF ANY, LICENSE AND TITLE FEES, AND DEALER SUPPLIED AND INSTALLED OPTIONS AND ACCESSORIES ARE NOT INCLUDED IN THIS PRICE. DISCOUNT, IF ANY, IS BASED ON PRICE OF OPTIONS IF PURCHASED SEPARATELY.

For more information visit: www.dodge.com
or call 1–800–4ADODGE

FCA US LLC

EPA DOT Fuel Economy and Environment

Gasoline Vehicle

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models.

17 MPG combined city/hwy
14 city 22 highway

Standard SUV 4WD range from 14 to 102 MPGe.
The best vehicle rates 132 MPGe.

5.9 gallons per 100 miles

You **spend $7,000** in fuel costs **over 5 years** compared to the average new vehicle.

Annual fuel cost $3,000

Fuel Economy & Greenhouse Gas Rating (tailpipe only): 1 — 3 — 10 Best

Smog Rating (tailpipe only): 1 — 5 — 10 Best

This vehicle emits 533 grams CO2 per mile. The best emits 0 grams per mile (tailpipe only). Producing and distributing fuel also creates emissions; learn more at fueleconomy.gov.

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 28 MPG and cost $8,000 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at $3.40 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

fueleconomy.gov
Calculate personalized estimates and compare vehicles

Smartphone QR Code™

GOVERNMENT 5–STAR SAFETY RATINGS

This vehicle has not been rated by the government for overall vehicle score, frontal crash, side crash, or rollover risk.

Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

PARTS CONTENT INFORMATION

FOR VEHICLES IN THIS CARLINE:
U.S./CANADIAN PARTS CONTENT: 70%
MAJOR SOURCES OF FOREIGN PARTS CONTENT:
MEXICO : 19%
NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON–PARTS COSTS.
FOR THIS VEHICLE:
FINAL ASSEMBLY POINT:
DETROIT, MICHIGAN, U.S.A.
COUNTRY OF ORIGIN:
ENGINE: MEXICO
TRANSMISSION: GERMANY

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RESOLUTION NO._____

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE PURCHASE OF A 2023 DODGE DURANGO PURSUIT POLICE VEHICLE THROUGH THE BOSAK MOTORS OF MERRIVILLE, LLC IN THE TOTAL AMOUNT OF $41,751.25

WHEREAS, the Village of Villa Park is a municipal corporation duly organized and existing under the laws of the State of Illinois; and

WHEREAS, Section 2-220(a) (3) of the Villa Park Municipal Code provides an exemption from bidding requirements wherein: "All purchase orders or contracts of whatever nature for labor, services or work, the purchase, lease or sale of personal property, materials, equipment of supplies, wherein the board of trustees, by a two thirds majority affirmative vote of the members of the village board then holding office, waive the requirements of open and competitive bidding, except in such instances where open and competitive bidding are required by the provisions of section 8-9-1 of the Illinois Municipal Code."

WHEREAS, Section 8-9-1 of the Illinois Municipal Code provides that "…any work or other public improvement which is not to be paid for in whole or in part by special assessment or special taxation, when the expense thereof will exceed $25,000, shall be constructed either (1) by a contract let to the lowest responsible bidder after advertising for bids, in the manner prescribed by ordinance, except that any such contract may be entered into by the proper officers without advertising for bids, if authorized by a vote of two-thirds of all the alderpersons or trustees then holding office…" (65 ILCS 5/8-9-1); and

WHEREAS, the Villa Park Police Department has exhausted all means to locate police pursuit vehicles and the vendor, Bosak Motors of Merrillville, LLC, 3111 W Lincoln Highway, Merrillville, IN 46410; is currently the only vendor that has one (1) 2023 Dodge Durango Pursuit police vehicles available for purchase; and

WHEREAS, it has been determined by the Village Manager that it is in the best interests of the health, safety and welfare of the citizens of the Village of Villa Park to purchase one (1) 2023 Dodge Durango Pursuit police vehicle through Bosak Motors of Merrillville, LLC, 3111 W Lincoln Highway, Merrillville, IN 46410.

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. That the purchase of one (1) 2023 Dodge Durango Pursuit police vehicle from Bosak Motors of Merrillville, LLC, 3111 W Lincoln Highway, Merrillville, IN 46410, for use by the Villa Park Police Department is approved and the requirement of competitive bidding under Section 2-220(a)(3) of the Villa Park Municipal Code is hereby waived.

Section 2. That the Village Manager is authorized to execute a purchase order in an amount not to exceed $41,751.25, and such other documents as may be necessary, for the purchase of one (1) 2023 Dodge Durango Pursuit police vehicle from Bosak Motors of Merrillville, LLC, 3111 W Lincoln Highway, Merrillville, IN 46410.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval according to law.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023

VILLAGE OF VILLA PARK

_____
President, Village of Villa Park

ATTEST:

_____
Clerk, Village of Villa Park

ADOPTED this _____ day of _____, 2023 pursuant to a roll call vote, as follows:

AYES: _____

NAYS: _____

ABSENT: _____

ABSTAINING: _____

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Yolanda Clark
Submitting Department: Parks & Recreation
Item Type: Resolutions
Agenda Section: Resolutions

Subject:
A Resolution of the Village of Villa Park Authorizing the Execution of an Open Space Land Acquisition And Development (OSLAD) Grant Program Application to the Illinois Department of Natural Resources for the Lions Park Development Project in the Village of Villa Park

Suggested Action:

The Parks and Recreation Department would like to provide additional, outdoor recreation amenities to Village residents, at Lions Park. The Department would like to construct a new basketball court, and playground along with the addition of various recreational components including 2 pickleball courts, shelter by playground, senior area, pollinator garden with interpretive sign and storywalk, all based on community input.

The Parks and Recreation Commission and staff unanimously recommends the Village Board adopt a Resolution to permit Upland Design Ltd, Plainfield, IL. to complete Lions Park design services and submit, on behalf of the Village, an Open Space Land Acquisition and Development (OSLAD) grant application for the maximum grant award amount of $600,000. This is a matching grant where the Village of Villa Park would also commit to funding $600,000 for the project. Funds of $300,000 will be budgeted in both the 2024 and 2025 budget years.

Attachments:
BoT_MEMO_-__Submission_of_OSLAD_Grant_by_Upland_Design_on_behalf_of_the_Village.docx
Resolution Authorizing OSLAD Grant Application - Lions Park.docx
Exhibit A - Resolution of Authorization - Villa Park - Lions Park.pdf

TO: Matt Harline, Village Manager

FROM: Greg Gola, Director of Parks, Recreation and Fleet Services

DATE: July 19, 2023

SUBJECT: Consider Resolution of the Village of Villa Park, DuPage County, Illinois, Authorizing Upland Design Ltd, Plainfield, Il to Complete Design Services and Submit an Open Space Land Acquisition and Development Grant (OSLAD), for Recreation Amenities for Lions Park, for the Maximum Grant Reimbursement of $600,000, on Behalf of the Village of Villa Park.

STATEMENT OF PROBLEM: The Parks and Recreation Department would like to provide additional recreation amenities to Village residents, at Lions Park. Villa Park is currently in the process of building a new Recreation Center in Lions Park and the construction process necessitated the removal of the existing basketball courts and playground. After holding a public meeting, the Parks and Recreation Department is requesting authorization to seek funding to construct a new basketball court, and playground along with additional amenities. The Illinois Department of Natural Resources (IDNR) released an announcement early this year stating the availability of the OSLAD Grant for 2023, with the application deadline date of August 31, 2023.

INVESTIGATION: The Village of Villa Park and the Parks and Recreation Department have a goal of providing more recreational opportunities, both passive and active, to the residents of Villa Park. Lions Park has 2 outdoor basketball courts, a playground and 2 baseball diamonds. The basketball court and playground amenities, as well as one baseball field, are being removed to make room for the construction of the new Recreation Center. The Parks and Recreation Department held a public input meeting and now wishes to replace the basketball court and playground, and add additional amenities, to enhance and increase the outdoor recreation opportunities for our residents. Without the assistance an OSLAD Grant it would be it would take many years to accrue the needed funds for the outdoor recreation opportunities requested by residents of Villa Park and the Parks and Recreation Advisory Commission.

The OSLAD Grant applications are due August 31, 2023. Grant awards are usually announced at the beginning of each calendar year. This is a matching grant, meaning if

the Village is a grant recipient, the Village will have to match 50% of the total project. The total grant award is $600,000; therefore, the Village would plan for acquiring the maximum award with a proposed $1,200,000 project.

Amenities on the grant application based on full grant award of $600,000: The Grant Application would include a single basketball court and playground. Additional recreational amenities, to be considered, based on a maximum project cost may include the following:

- Shade Structure/shelter
- Senior/Public Gathering space
- Butterfly/Pollinator Garden
- Passive Recreation space including seating/educational areas.
- Addition of Pickleball court(s) and surrounding fencing
- Accessible playground surface (possibly of a poured in place, or synthetic nature)
- Independent playground features (climbing structure/spring riders/spin features)

The Village's portion for the project would be $600,000. This total would be budgeted in both the CY 2024 and 2025 budget years or in the amount of $300,000 per budget year.

Funds would be available from the NEDSRA accounts, 34.502.02.292 (Engineering), 34.502.02.299 (Contractual), and 34.502.02.401 (Capital) in the amount $100,000 for calendar years 2024 and 2025, and $200,000 for each calendar year (2024 and 2025) from the Parks Operation funds of 36.502.02.292 (Engineering), 36.502.02.299 (Contractual Services) and 36.502.02.401 (Capital Outlay).

RECOMMMENDATION: Village staff recommends and the Parks and Recreation Commission unanimously recommends that the Village Board adopt a Resolution to permit Upland Design Ltd, Plainfield, IL. to complete Lions Park design services and submit, on behalf of the Village, an application for the Open Space Land Acquisition and Development (OSLAD) grant in the amount not to exceed $1,200,000 for the addition of more recreation amenities for Lions Park.

Resolution No. _____

A RESOLUTION OF THE VILLAGE OF VILLA PARK AUTHORIZING THE EXECUTION OF AN OPEN SPACE LAND ACQUISITION AND DEVELOPMENT (OSLAD) GRANT PROGRAM APPLICATION TO THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES FOR THE LIONS PARK DEVELOPMENT PROJECT IN THE VILLAGE OF VILLA PARK

WHEREAS, the State of Illinois, pursuant to the Open Space Lands Acquisition and Development Act (525 ILCS 35/1 *et seq*.), allocates matching funding to eligible applicants through the Illinois Department of Natural Resources under its Open Space Lands Acquisition and Development (OSLAD) Program which provides up to 50% funding assistance to eligible units of local government for approved land acquisition and/or development projects for public outdoor recreation purposes;

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village of Villa Park (the "Village") has the authority to improve and maintain public playgrounds and parks within its corporate limits;

WHEREAS, the Village also has the authority, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq*.) to perform any governmental service, activity or undertaking jointly with other public agencies including, but not limited to, the State of Illinois;

WHEREAS, the State of Illinois has funds available for allocation administered by the Illinois Department of Natural Resources based upon applications it receives and the Village is eligible to apply for funding from the Illinois Department of Natural Resources under its Open Space Lands Acquisition and Development (OSLAD) Program; and

WHEREAS, the OSLAD Program offers a matching grant for the Lions Park Development Project for the construction of improvements to Lions Park in the Village ("Project"), in the maximum amount of $1,200,000 for the project, with the Village being obligated to match 50% of the cost of the project; and

WHEREAS, in the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village prepare and submit an Open Space Land Acquisition and Development (OSLAD) Grant Program Application to the Illinois Department of Natural Resources for the Lions Park Development Project for matching funds for the construction of improvements to Lions Park in the Village.

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 President is hereby authorized to:

A. Certify that the Village has sufficient funds necessary to complete the Project within the timeframes specified for the Project execution;

B. Acknowledge that failure to adhere to the specified Project timeframe or failure to proceed with the Project because of insufficient funds or change in local recreation priorities is sufficient cause for Project grant termination which will also result in the ineligibility of the local Project sponsor for subsequent Illinois Department of Natural Resources outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination;

C. Acknowledge that the Project must be completed within the OSLAD timeframe of two years as specified in the Project agreement;

D. Acknowledge that the Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date;

E. Acknowledge that the failure to do so will result in the Village's forfeiting all Project reimbursements and relieves the Illinois Department of Natural Resources from further payment obligations on the grant;

F. Acknowledge and certify that the Village it will comply with all terms, conditions and regulations of:

1) The Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025);
2) The Illinois Grant Funds Recovery Act (30 ILCS 705);
3) The federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 *et seq.*), as applicable;
4) The Illinois Human Rights Act (775 ILCS 511-101 *et seq*.);

5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352);
6) The Age Discrimination Act of 1975 (P.L. 94-135);
7) The Civil Rights Restoration Act of 1988, (P.L. 100- 259); and
8) The Americans with Disabilities Act of 1990 (PL 101-336);

G. Acknowledge and certify that the Village will will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

Section 3: The OSLAD Grant Program Resolution of Authorization, a copy of which is attached hereto marked as Exhibit "A" and made a part hereof, is hereby approved and the Village President shall be and is hereby authorized and directed to execute and the Village Clerk shall be and is hereby authorized and directed to attest the OSLAD Grant Program Resolution of Authorization.

Section 4: The Village Manager shall be and is hereby authorized and directed to execute an Open Space Land Acquisition and Development (OSLAD) Grant Program Application (the "Application") to the Illinois Department of Natural Resources for the Lions Park Development Project.

Section 5: The Village Manager is hereby directed to submit the Application to the Illinois Department of Natural Resources on or before the deadline for submission of the Application.

Section 6: The Village Manager is directed to make all required submissions and do all other things necessary to make Application for the Open Space Land Acquisition and Development (OSLAD) Grant.

Section 7: 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, the Application and the OSLAD Grant Program Resolution of Authorization.

Section 8: This Resolution shall be in full force and effect from and after its passage and approval in the manner as provided by law.

PASSED this _____ day of _____, 2023, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of _____, 2023.

_____
Nick Cuzzone, Village President

Attest: _____
Hosanna Korynecky, Village Clerk

Resolution No. _____

EXHIBIT A
Resolution of Authorization – Village of Villa Park – Lions Park

Resolution No. _____

Village of Villa Park
Lions Park

Resolution of Authorization

Resolution
The Village of Villa Park hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project, Lions Park, within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

Acquisition and Development Projects
It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years as is specified in the project agreement. The Billing Certification Statement must be submitted within 45 days of the grant expiration date and the last reimbursement request must be submitted within one year of the grant expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements and relieves IDNR from further payment obligations on the grant.

The Sponsor further acknowledges and certifies that it will comply with all terms, conditions and regulations of
1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025);
2) the Illinois Grant Funds Recovery Act (30 ILCS 705);
3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable;
4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.);
5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352);
6) the Age Discrimination Act of 1975 (P.L. 94-135);
7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and
8) the Americans with Disabilities Act of 1990 (PL 101-336);

and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date: *_____

Attested by (Name): *_____

Attested by (Title): * _____

Attestation Date: *_____

Resolution of Authorization

Resolution
The Village of Villa Park hereby certifies and acknowledges that it has the sufficient funds necessary (includes cash and value of donated land) to complete the pending OSLAD project, Lions Park, within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois IDNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

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1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025);
2) the Illinois Grant Funds Recovery Act (30 ILCS 705);
3) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable;
4) the Illinois Human Rights Act (775 ILCS 5/1-101 et. seq.);
5) Title VI of the Civil Rights Act of 1964, (P.L. 83-352);
6) the Age Discrimination Act of 1975 (P.L. 94-135);
7) the Civil Rights Restoration Act of 1988, (P.L. 100-259); and
8) the Americans with Disabilities Act of 1990 (PL 101-336);

and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property acquired with OSLAD assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Sponsor certifies to the best of its knowledge that the information provided within the attached application is true and correct.

Resolution Adoption Date: *_____

Attested by (Name): *_____

Attested by (Title): * _____

Attestation Date: *_____

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Environmental Concerns Commission

Suggested Action:
Acceptance of the Minutes of the Environment Concerns Commission for the May 25, 2023 Meeting.

Attachments:
Minutes for May 25 2023.pdf

Public participation is invited on each agenda item prior to the Board's deliberation. **When called upon, please approach the microphone and state your name and the address where you live. Kindly limit your remarks to three (3) minutes.**

VILLAGE OF VILLA PARK
Village Hall, Committee of the Whole Room
20 S. Ardmore Avenue
Villa Park, IL 60181

Environmental Concerns Commission

May 25, 2023 **7:00 PM**

Chairman: Robert Wagner
Commissioners: Joe Amore, Marianne Greco, Sandra Hill, Ellen Jurkonis, Tamara Lambert-Wasilewski, and Allan Leishman

1. **Call to Order –** The meeting was called to order at 7:04 p.m. with a quorum consisting of Chairman Wagner and Commissioners Amore, Greco, Hill, Jurkonis, Lambert-Wasilewski, and Leishman attending.

2. **Public Comments on Agenda Items - none**

3. **Amendments to the Agenda –** Chairman Wagner asked for a motion to add agenda item I Signage and t-shirt purchase to the agenda. Commissioner Hill moved and Commissioner Amore seconded the motion to make this change to the agenda and it passed the vote. Commissioner Lambert-Wasilewski then moved with a second by Commissioner Greco to switch the order of the agenda taking items **c** before item **b**. Discussion followed with a vote that passed that motion.

4. **Approval of Minutes –** A motion by Commissioner Greco with a second by Commissioner Hill to approve the Minutes of the April 27, 2023 meeting was given. Motion passed and minutes were approved.

5. **Business**
   a. **Report of the Bicycle, Pedestrian and Transit Subcommittee –**Commissioner Amore reported on topics including the Ride of Silence, June 17th, the Police Department Bike Registration on June 2nd, Bike to the Metra on June 7th and 8th, participation in the Independence Day parade, the Tri-Trail Connection progress, and the continuing program on Bike Safety run by Chairman Wagner at elementary schools in Villa Park.
   b. **Goal Setting Session (2023 – 2024)** Chairman Wagner began the discussion with a list of the ECC accomplishments in the past year. The list was varied and included significant activity and progress on the mission of the ECC. An extensive discussion began with Commissioners each reviewing the 2019 ECC goals and a shorter list of ECC goals for Strategic Planning based on the Greenest Region Compact provided by Commissioner Jurkonis. Chairman Wagner provided a packet of materials which added background knowledge for the discussion. Commissioner Leishman offered the idea of using SMART(Specific, Achievable, Measurable, Relevant, Timely) goals to give some

focus and direction to Commissioners. He also reminded the Commissioners of the important use of social media and having a 12-month focus. Commissioner Greco suggested an ECC calendar and Commissioner Jurkonis shared the idea of developing an ECC motto to highlight the ECC mission. Commissioner Hill urged the ECC to plan far in advance to aid in programming and publicity. Chairman Wagner and Chairman Lambert-Wasilewski suggested that each Commissioner pick a topic of environmental interest and focus SMART goals for that topic. The list includes:

Commissioner Hill – Trees and Pollinators
Commissioner Greco – Walking
Commissioner Leishman – Climate Change
Commissioner Lambert-Wasilewski – Health and Wellness
Commissioner Amore – Trains and Public Transportation and Composting
Commissioner Jurkonis – Outreach to Elementary Schools
Chairman Wagner – Water

At the June meeting, Commissioners will bring 5 goals related to their individual interests to be shared for consideration. Commissioners are also asked to think of possible mottos and bring those ideas. Chairman Wagner suggested bringing Kevin Goss of the Sugar Creek Golf Course to the June ECC meeting. The question of how to share the information he presents with the community. The invitation may be made for the July meeting to allow for better planning for this program. Commissioner Jurkonis thanked Chairman Wagner for his broad interest in ECC topics and his leadership on the ECC.

c. **Election of Chair -** Commissioner Jurkonis nominated Robert Wagner for the Chairmanship of the ECC. Discussion followed with a motion by Commissioner Hill seconded by Commissioner Greco to close the nominations. Chairman Wagner stated that he was willing to serve for two more years. Motion passed. Commissioner Hill moved and Commissioner Leishman seconded the motion to vote Robert Wagner for Chairman of the ECC. Motion passed.
d. **Spring Sweep 2023 Update –** Chairman Wagner shared a review including that the ECC provided 12 volunteers for the event, that 3.9 tons of paper was shredded, and that Chief Rivas has been contacted about the VPPD collection of bikes. The future of these bikes is yet to be determined. Publicity continues to need improvement. Commissioners Hill and Jurkonis urged the Spring Sweep committee to consider redoing the map to help volunteers and residents adding information on the map about which agency was collecting which items, for example, mercury thermometers, pool chemicals, fire extinguishers, etc. Larger signs identifying each agency are needed. Chairman Wagner is preparing a report for the Village Manager.
e. **Electrical Aggregation – Green Energy Option Update –** The status of this for Villa Park is unknown except that the Village Board has given the decision on this program to the Village Manager.
f. **Summer Festival Preparations – June 24, 2023** – This event will be held from 11 until 5. The Mayors and Managers Caucus has provided energy games and prizes for this event. Currently items that have not been distributed from the ComEd program are available for use as prizes also. Commissioners volunteered to attend and help with the event and this will be firmed up at the ECC's June 22nd meeting.
g. **Water Quality Monitoring (Dissolved Oxygen) – Update –** Chairman Wagner reported that he continues to be involved and will be conducting the tests at Lufkin Pond.

h. **No Mow May Policy – Resident Comments –** Chairman Wagner reported that residents have shared comments and that this program needs evaluation since this was the first year Villa Park participated.

i. **Tablecloth and T-shirt purchase -** The discussion included Chairman Wagner's suggestion to purchase a green table covering with the ECC name on it for the events the ECC attends. There is a need for more ECC t-shirts for new Commissioners. Commissioner Greco moved and Commissioner Hill seconded the motion to spend a maximum of $200.00 on the purchase of a table covering. Other discussion followed with the decision to hold off on the actual purchases until the ECC determines if a motto is going to be used on those items.

7. Public Comments on Non-Agenda Items - none

8. Commissioner Comments – Commissioner Leishman was impressed with the Spring Sweep and is looking forward to next year. He also wondered about setting up a Google Doc for ECC use. Commissioner Hill mentioned that Bill Karges may be asked to do another program at the library. Commissioner Jurkonis relayed information from Villa Park's PR, Donny Pisano, about his willingness to use educational material offered and hopefully written by the ECC to add to Village communication sites. Commissioner Grego reminded members of World Environment Day on June 5th and questioned how the ECC can be involved. She told of several bike rides in the area including Everybody Rides in St. Charles on June 11th.

8.Chairman Comments - none

9.Village Board Liaison Comments - none

10.Village Staff Comments – Mike Guerra was an excused absence.

11.Adjournment – Commissioner Leishman moved and Commissioner Greco seconded the motion to adjourn. Motion passed with adjournment at 9:21 p.m.

Respectfully submitted by

Ellen Jurkonis

ECC Commissioner

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.

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Village Commission Reports

Subject:
Board of Fire and Police Commission

Suggested Action:
Acceptance of Minutes of the Board of Fire and Police Commission for April 25, 2023 and May 23, 2023 Meetings.

Attachments:
BFPC Signed Meeting Minutes 04.25.23.pdf
BFPC Signed Meeting Minutes 05.23.23.pdf

VILLA PARK BOARD OF FIRE & POLICE COMMISSION

April 25, 2023 Minutes - Regular Meeting

Call Meeting to Order

Commissioner and Chairman Rae Rupp Srch called the meeting to order at 8:30 a.m.

Roll Call

In person: Commissioners Rae Rupp-Srch, Glenn Nystrom and Al Bulthuis; Fire Chief Steve Stapleton, Deputy Chief of Police Dan McCann, Attorney John Kelly and Recording Secretary Patty Ruiz

Public Comments on Agenda

None

Amendments to the Agenda

None

Consent

Commissioner Rupp-Srch asked for a motion to approve Consent Agenda items 4a-Minutes and 4b-Bill Listing. Commissioner Bulthuis made the motion and Commissioner Nystrom second the motion. The motion was approved by unanimous roll call vote.

Business

a. Fire Department:
   - Chief Stapleton reported that the Deputy Chief initial list was posted on April 19th and that once the test is taken the final list will be posted on May 4th.
   - Todd Gutzmer will be promoted to Lieutenant based on the Lieutenant Eligibility list.
   - Both DC and Lieutenant will be sworn in at the Board Meeting on Monday, May 22nd.

b. Police Dept:
   - DC McCann reported that the current Lateral List is expired but there is no rush as there are no vacancies within the Dept.

Executive Session

None.

Motions

Chair Rupp-Srch asked for approval of the following items:

1. Motion to approve appointments of Deputy Chief and Lieutenant based on the Eligibility List and to become effective on May 22, 2023. Commissioner Bulthuis made the motion, Commissioner Nystrom seconded, and the motion was approved by unanimous vote.
2. Motion to authorize the hiring process of Robert Troiola. Commissioner Nystrom made the motion, Commissioner Bulthuis seconded, and the motion was approved by unanimous vote.
3. Motion to authorize Chief Stapleton to begin the hiring process to establish a new Eligibility List for the Fire Dept. Commissioner Nystrom made the motion, Commissioner Bulthuis seconded, and the motion was approved by unanimous vote.

Comments

Attorney John Kelly mentioned a Bill that may become Law in Springfield. It is regarding the promotions in collective bargaining within the Police Department. It won't affect our Dept's current list. Will provide more information as it becomes available.

Adjournment

Commissioner Rupp-Srch asked for a motion to adjourn. Commissioner Nystrom made the motion and Commissioner Bulthuis second the motion. The motion was approved by unanimous roll call vote. The meeting adjourned at 9:07 a.m.

Rae Rupp Srch
Commissioner Signature

5/23/23
Approval Date

VILLA PARK BOARD OF FIRE & POLICE COMMISSION

May 23, 2023 Minutes - Regular Meeting

Call Meeting to Order

Commissioner and Chairman Rae Rupp Srch called the meeting to order at 8:30 a.m.

Roll Call

In person: Commissioners Rae Rupp-Srch, Glenn Nystrom and Al Bulthuis; Fire Chief Steve Stapleton, Deputy Fire Chief Brandon Mitsuka, Chief of Police Mike Rivas, Attorney John Kelly and Recording Secretary Patty Ruiz

Public Comments on Agenda

None

Amendments to the Agenda

None

Consent

Commissioner Rupp-Srch asked for a motion to approve Consent Agenda items 4a-Minutes and 4b-Bill Listing. Commissioner Bulthuis made the motion and Commissioner Nystrom second the motion. The motion was approved by unanimous roll call vote.

Business

a. Fire Department:
   - Chief Stapleton congratulated DC Mitsuka on being sworn in at the Village Board meeting on May 22nd.
   - Candidate Cody Holt to retest for oi paramedic license in seven days. If he passes, we will make a conditional offer.
   - Due to the eligibility list being exhausted, we will need to retest. DC Mitsuka is already working on updating the flyer and currently has a template.

b. Police Dept:
   - Chief Rivas reported that the dept. is sending one of their officers to the DEA. He/She will be gone from 3-5 years, but this program will bring enormous amount of revenue from auto and property seizures. Addison Police Dept. enrolled in this program and has collected $1.3 Mil. The Village Board supported this with a vote of all ayes.
   - The movement of officers will cause a vacancy which we hope to replace in eight months. The promising revenue would also help reach the Dept.'s' 39th officer.
   - D45 Middle Schools have a threat assessment in place. Meetings and presentations have taken place to describe what a resource officer could provide. If approved a special meeting may be requested so we can move on the lateral list.

Executive Session

None.

Motions

None.

Comments

Attorney John Kelly stated that legislation has gone home, and no action has taken place in the collective bargaining within the Police Department pending policy. Will provide more information as it becomes available.

Adjournment

Commissioner Rupp-Srch asked for a motion to adjourn. Commissioner Nystrom made the motion and Commissioner Bulthuis second the motion. The motion was approved by unanimous roll call vote. The meeting adjourned at 8:51 a.m.

Rae Rupp-Srch
Commissioner Signature

6/27/2023
Approval Date

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Village Commission Reports

Subject:
Economic Development Commission

Suggested Action:
Acceptance of the Minutes from the Economic Development Commission Minutes from the May 17, 2023 Meeting.

Attachments:
May Minutes.pdf

ECONOMIC DEVELOPMENT COMMISSION MINUTES

May 17, 2023

The meeting of the Economic Development Commission was called to order May17, 2023, at 5:32 p.m.

PRESENT: Tony Oddo, Larry Calvert, JP Hochbaum, Ghada Fahmy, and Ethan Tutor-Leon.

OTHERS PRESENT:
Economic Development Director Patrick Burke.

PUBLIC INPUT ON AGENDA ITEMS:
None.

APPROVAL OF THE MINUTES:
The minutes for the Economic Development Commission for April 19, 2023, were approved. Motion to accept the minutes made by Commissioner Fahmy and seconded by Commissioner Hochbaum and passed with all ayes.

GENERAL DISCUSSION/BUSINESS:
The commission reviewed the draft of the questionnaire and agreed it was final, also to record responses a google-doc has been created by Commissioner Fahmy and all will have access to the file. The main discussion was to determine which businesses each commissioner would visit, this was accomplished. Conversation ensued regarding each location selected and reasons for their choice.

PUBLIC COMMENTS NON-AGENDA ITEMS:
None.

COMMISSIONER COMMENTS:
Commissioner Hochbaum was in contact with the FUN Commission to discuss Food Trucks for upcoming events. He believes the 2 commissions could work together.

VILLAGE BOARD LIAISON COMMENTS:
Director Burke stated Casey's should be opening next month and Charlies Cheese Steak will be in the outbuilding at BP Gas Station on North Ave.

ADJOURNMENT:
Motion to adjourn the meeting made by Commissioner Tutor-Leon and seconded by Commissioner Hochbaum. The motion passed with all ayes. The meeting adjourned at 6:00 p.m.

Respectfully Submitted by,

Pat Boksha

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Video Production Commission

Suggested Action:
Acceptance of Minutes of the Video Production Commission from April 12, 2023 Meeting

Attachments:
Video Production Commission Meeting Minutes - April 12 2023.pdf

Village of Villa Park

Village Hall

20 S. Ardmore Avenue

Villa Park, IL 60181

Video Production Commission

April 12, 2023 – 6:30 PM

1. **Call to Order – Roll Call**
   Call Meeting to order at 7:02 PM,
   Commissioners Present: Al Stasch, Robert Wagner, Laurie LoCoco and Tom King were present. It was determined that a quorum was present. Commissioner Mark Paulsen had an excused absence.
   Liaison Kevin Patrick was absent.
   Visitors present: Village Public Information Officer, Donny Pisano
2. P**ublic Comment on Agenda Items:** Donny Pisano introduced himself and advised that he would be serving as the staff liaison to the Commission.
3. **Amendments to the Agenda:** None
4. **Approval of Minutes –** A motion was made to approve the meeting minutes from March 8, 2023 by Commissioner Wagner. Commissioner King seconded the motion. Meeting minutes for 3-8-23 were approved by voice vote.
5. **Business:**

a. **Reading of new ordinance for the Video Production Commission**: No new comments on this item.

b. **Reading of proposed policies and procedures for the Video Production Commission:** The Policies and Procedures for the Video Production Commission was presented for discussion. Commissioner King suggested using Movie/TV ratings when describing content. Commissioner King suggested that all programming should be "G" rated. Commissioner Wagner suggested that the document should mirror the ordinance and the Chairperson should be elected every two years and not every year. Additional discussion ensued. A summary of the suggested changes will be submitted by the next meeting.

c. **Discussion of LRS Recycles Public Service Announcement Video Production Update:** It was mentioned that LRS has viewed the recordings and they like the content and have and have provided some positive feedback. Public Works Director Mike Guerra will do a recording providing answers to frequently asked resident questions about the new LRS program. Chair Stasch mentioned there has been a slight delay in scheduling the final recording. Some new content will provide information to village residents on how they can request a 64 gallon tote as opposed to the 96 gallon tote. Some further discussion ensued.

d. **Discussion of Live Broadcast Solutions**: There was a discussion of three different options for live broadcasts and the relative cost for each one. For a one year period, it would cost approximately $1,758 for the ATEM Mini Solution that was demonstrated by Glen Liljeberg from SunCom. The next alternative would be for the Commission to purchase the MEVO Multi-camera kit for an approximate cost of $999. The least costly option would be for the commission to use Chairman Stasch's equipment for no cost. Whatever option is decided upon by the Commission, the equipment could be used to record Car Shows at Sonic, Sumer Festival, Brewfest, the Vila Park Mariners, etc. There will be future discussion on these options.

e. **Status of Streaming Channel Network Implementation:** It was suggested that the Commission recommend using STRIMM, which would cost approximately $30/month. There was further discussion about STRIMM. Liaison Pisano stated that staff needs to review STRIMM before the Commission makes its final recommendation.

f. **Recently produced programming:** There was some discussion of recently produced programming. The following recently produced programs were mentioned: Villa Park News, Villa Park Fire Academy, LRS Garbage Day, *Moving Out* PSA, Pop Up Recycling, Make It Funny Video and the Recording of President Cuzzone Introducing the New LRS program. There was some further discussion about other recently produced programming.

g. **New programming requests:** Some discussion ensued on this topic. It was mentioned that there will be a broadcast planned of the Lufkin Park Project Landscape Plan. It was mentioned that Greg Gola requested a time lapse recording of the construction at Lufkin Park. There will also be a broadcast of the Villa Park Car Shows, which will take place at Sonic Drive-in. The Commission will also undertake to record the Villa Park Fourth of July Parade.

h. **Community Outreach Discussion**: It was discussed that there could be coverage of groups such as: Civic Groups (Kiwanis, Lions, and Rotary), local school districts, library, and Brewfest, which will take place on October 7th. There was some additional discussion of recording Villa Park Mariners Swim Meets. It was mentioned that Sue Earl from the Recreation Department had stated that all participants sign a waiver which permits the recording of swim meets.

i. **Villa Park Junior Women's Club Political Forum:** Due to staff input, the commission will not be recording the Forum. There was a motion by Commissioner LoCoco to strike this item from the agenda. The motion was seconded by Commissioner King. The motion passed by voice vote.

j. **Training:** There was brief discussion on this item.

6. **Public Comments on Non-Agenda Items:** No public comments.
7. **Commissioner Comments:** No commissioner comments were noted.
8. **Chairman Comments:** No additional comments from the Chair.
9. **Village Board Liaison Comments:** None
10. **Village Staff Comments:** None
11. **Adjournment:** Commissioner King made a motion to adjourn. The motion was seconded by Commissioner LoCoco. Motion passed by voice vote. Meeting was adjourned at approximately 8:03 PM.

Respectfully submitted,
Robert J. Wagner

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Admin Asst
Submitting Department: Village Manager's Office
Item Type: Minutes
Agenda Section: Village Commission Reports

Subject:
Environmental Concerns Commission (Bike, Pedestrian and Transit)

Suggested Action:

Attachments:
BPT_ECC_Minutes_06_22_23.pdf

Village of Villa Park
Minutes
Bike, Pedestrian & Transit Advisory Sub-Committee
of the Environmental Concerns Commission
June 22, 2023: 6:00 PM

1. **Call to Order - Roll Call:** The meeting was called to order at 6:04 PM.
Present; Joe Amore, Robert Wagner, Marianne Greco, Allan Leishman
Village Staff: Mike Guerra (arrived 6:45).
Absent: None

2. **Public Comments:** None

3. **Amendments to the Agenda**: None

4. **Approval of Minutes of the May 25, 2023 Meeting:** RW motioned to approve the minutes of the previous meeting. 2nd by AL. Motion, and minutes were approved by voice vote.

5. **Business**

   a) **Subcommittee Banner:** JA spoke with Positive Impressions and was told payment was expected before they would discuss design. After some discussion, it was decided that a simple white banner, with the Village Logo and the name of our subcommittee in green. The name will be written as **"**Bike, Pedestrian & Transit Subcommittee"

   [Note: at the Environmental Concerns meeting immediately following this meeting it was decided to use the Environmental Concerns logo, which includes the Village Logo]. Banner will have a loop top so that it can be hung from tables, tents or a pole for carrying by one or two people.
   JA motioned to ask ECC for the funds to create the banner as described, up to $150.00. Seconded by AL. Motion passed by voice vote. JA will try to have it in time for the Independence Day Parade.

   b) **Subcommittee Procedures:** RW would like to have some rules about running and sustaining the subcommittee; similar to rules and procedures governing the Environmental Concerns Commission. The subcommittee will discuss it at the August meeting.

   c) **Rail Safety Week:** Per JA, Rail Safety Week is 9/18-9/24. Information is still pending, but this subcommittee will address it during the regular August Meeting.

   d) **Bicycle Registration Event:** The event was held 6/3/2023. JA, RW, And AL volunteered, supporting the Community Service Officers who were running the event. Officers registered just over 20 bicycles with the Villa Park police department. The registration makes it easier to find the owner of recovered bicycles. AL liked that the event included mini tune-ups and safety checks. He suggested creating a separate tune-up event also along the trail. It was also suggested that a future registration event could include multiple adjacent towns.

e) **Bike to Metra Event (early June):** RW attended on June 7th. He only counted three bicyclists and a handful of pedestrians even though there were banners at the station well in advance. Leftover give-away items will be used at future events, such as the Villa Park Summer Festival.

f) **Independence Day Parade:** This subcommittee is registered with the fee waived. The Parade starts at 10:00, so attendees should be told to arrive by 9:00-9:30 AM. JA will ask Suzanne McVey we need releases for the participants. JA prefers near the end of the parade so that no careless drivers would be behind any children who join the bicycle group. RW noted that the Vintage Bicycle club will have their own entry and group. RW has created and will distribute flyers encouraging people to decorate their bikes and join us in the parade.

g) **Bike/Walk to School Day (s):** RW emailed Annetta Spychalski of D45 asking for opportunities to participate in upcoming Walk to School days. (May 8, 2024).

h) **Bicycle Friendly Community Application (deadline 08/31/2023):** RW has proposed dividing up sections, Manager Harline recommended working with Village Liaison. RW also noted that the deadline is 8/30/2023, not 8/31 as listed on the agenda. M. Greco is unlikely to be able to spend time helping with the application.

   NOTE: Stephanie Barajas, the village planner, came into our meeting briefly. When asked about Master Plan update meetings she indicated that every commission would be included in the discussions at some point.

i) **Villa Avenue Improvement Project:** No new information. Still need to schedule a 2nd public input meeting.

j) **Operation Livesaver:** No new information, take off agenda.

k) **TriTrail Connector:** Per M. Guerra, the final design has been sent to IDOT for approval. It is expected to go out to bid in August.

l) **Rail Under/Overpass(es):** JA noted that at the last Village Board Meeting, the developer of the station area has revised their plan and won't proceed if the village is not interested in the new plan. He suggested that this may be an opportunity to incorporate a pedestrian underpass as part of the design of any new facilities. August or September there will be another, possibly final presentation to the board. Updates to the project are expected on the Village website soon.

m) **Community Outreach/Education:** JA has asked for suggestions for information to include in a trifold flyer that we can distribute at events.

n) **New Business**: None

6. **Commissioner, Village Board Liaison, and Village Staff Comments:** RW attended Active Transportation suburban advocates meeting.

Highlights: They are supporting SB2278, legislation to remove the requirement that all new intersections accommodate tractor trailer trucks. Applications for funding safe routes to school can be submitted starting August 1st and there will be informational webinars to share with school administrators. RW passed out information about Illinois' ebike laws. JA asked about closures on Villa. M. Guerra expects closures to start July 5th and last for two weeks. M. Greco brought attention to the national rise in pedestrian fatalities, as well as the Willowbrook High School Board Meeting where they expressed concern about the ongoing safety issues for pedestrians on nearby streets leading to the school.

7. **Adjournment:**RW motioned to adjourn the meeting. 2nd by AL.
The meeting was adjourned at 7:09.

[Note: at the Environmental Concerns Commission meeting immediately following this meeting it was decided that both the July subcommittee meeting and Environmental Concerns Commission meeting will be held at the Sugar Creek Golf Course at the usual time and date.]

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Suzanne McVey
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Village Manager's Report

Subject:
School District 45 Maintenance and Facility Use Agreement Update

Suggested Action:

Attachments:

Village Board of Trustees Agenda Item Report

Meeting Date: July 24, 2023
Submitted by: Matt Harline
Submitting Department: Village Manager's Office
Item Type: Report/Presentation
Agenda Section: Executive Session

Subject:
Pursuant to 5ILCS 120/2:(c)(1) regarding the "appointment, employment, compensation, discipline, performance or dismissal of specific employees"

Suggested Action:

Attachments: