

RESOLUTION NO. 25020

A RESOLUTION OF THE VILLAGE OF VILLA PARK, DUPAGE COUNTY, ILLINOIS, APPROVING AN ENGINEERING SERVICES AGREEMENT WITH CIVILTECH ENGINEERING, INC., OF ITASCA, ILLINOIS, FOR DESIGN ENGINEERING SERVICES OF THE PARK BOULEVARD IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$77,344.00

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;

WHEREAS, the Village staff has completed a consultant Qualifications Based Selection (QBS) process and has recommended Civiltech Engineering, Inc. of Itasca, Illinois, to perform design engineering services for the Park Boulevard Improvements in an amount not to exceed Seventy-Seven Thousand Three Hundred Forty-Four and 00/100 Dollars (\$77,344.00);

WHEREAS, Civiltech Engineering, Inc. has submitted a proposal to conduct professional design engineering services pursuant to the terms and conditions of the written proposal;

WHEREAS, the corporate authorities of the Village of Villa Park have determined that it is in the best interest of the Village of Villa Park to enter into an agreement with Civiltech Engineering, Inc., to facilitate the design engineering services of the Park Boulevard Improvements.

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

Section 1: 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 Civiltech Engineering, Inc., for the furnishing of Professional Civil Engineering Services for the Park Boulevard Improvements* in an amount not to exceed Seventy-Seven Thousand Three Hundred

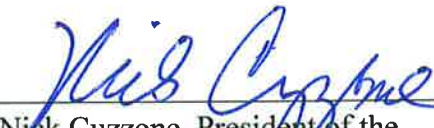
Forty-Four and 00/100 Dollars (\$77,344.00), is hereby approved in substantially the form attached hereto as Exhibit A, and incorporated herein, and the Village President is hereby authorized to execute, and the Village Clerk to attest, same on behalf of the Village of Villa Park, with such changes therein 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: This Resolution shall be in full force and effect immediately from and after its passage and approval according to law.

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

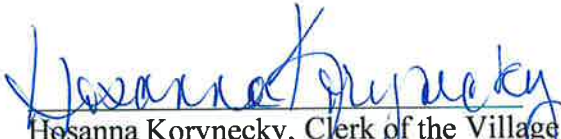
AYES: 7
NAYS: 0
ABSENT: 0
ABSTENTION: 0

APPROVED by me this 14th day of April, 2025.



Nick Cuzzone, President of the
Village of Villa Park, DuPage County, Illinois

ATTESTED and filed in my office,
this 14th day of April, 2025.



Hosanna Korynecky, Clerk of the Village
of Villa Park, DuPage County, Illinois



EXHIBIT A

**Agreement between the Village of Villa Park, Illinois and Civiltech Engineering, Inc.,
for the furnishing of Professional Civil Engineering Services
for the Park Boulevard Improvements**

AGREEMENT
between
THE VILLAGE OF VILLA PARK, ILLINOIS
and
CIVILTECH ENGINEERING, INC.,
for the furnishing of
PROFESSIONAL CIVIL ENGINEERING SERVICES
for the
PARK BOULEVARD IMPROVEMENTS

THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the "VILLAGE," and CIVILTECH ENGINEERING, 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 – Park Boulevard Improvements, hereinafter referred to as the "PROJECT".

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

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

A. THE ENGINEER AGREES:

1. The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated March 21, 2025, entitled "Park Boulevard Improvements", attached hereto as Exhibit A and made a part hereof.

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

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

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

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

a. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

b. Minimum Limits of Insurance

The ENGINEER shall maintain limits no less than:

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

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

c. Deductibles and Self-Insured Retentions

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

d. Other Insurance Provisions

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

(1) General Liability and Automobile Liability Coverages

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

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

(2) All Coverages

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

e. Acceptability of Insurers

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

f. Verification of Coverage

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. Financial information and police records.

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

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

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

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

B. THE VILLAGE AGREES:

1. The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Seventy Seven Thousand Three Hundred Forty Four (\$77,344) Dollars.

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

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

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

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

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

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

C. IT IS MUTUALLY AGREED:

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

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

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

a. If to the VILLAGE:

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

b. If to the ENGINEER:

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143
Attn: Jonathan R. Vana, P.E.

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

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

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

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

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

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

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

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

D. CERTIFICATION OF ENGINEER

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

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

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

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

- (1) Publishing a statement:**

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

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

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

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

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

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

Executed by the VILLAGE, this 14th day of April, 2025.

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

ATTEST:

By 
Village Clerk

By 
Nick Cuzzone, Village President

Executed by the ENGINEER, this 25th day of March, 2025.

CIVILTECH ENGINEERING, INC.
Two Pierce Place
Suite 1400
Itasca, Illinois 60143



By _____
Jonathan Vana, P.E., President

EXHIBIT A
“Park Boulevard Improvements”
dated March 21, 2025



Proposal to Furnish Design Engineering Services

Park Boulevard Improvements
Ardmore Avenue to Cornell Avenue
Village of Villa Park, DuPage County, Illinois

I. Project Understanding and Approach

This project consists of roadway and sidewalk improvements to Park Boulevard between Ardmore Avenue and Cornell Avenue. The south side of the roadway has sidewalk between the back of curb and the front edge of several buildings. The existing sidewalk doesn't meet ADA guidelines. This project will replace the sidewalk with ADA compliant sidewalk. This work will require replacement of the curb and gutter and the adjacent parking lane and possibly part of the roadway. The entire roadway and parking lane will be resurfaced at a minimum. Limits of reconstruction versus resurfacing will be based on design of south side sidewalk grading to meet ADA guidelines.

ADA accessible parking shall be added to the north side of roadway with any necessary ramps. The path coming from the Prairie path at Cornell Avenue shall be reworked to cross Park Boulevard perpendicularly. A permit from DuPage County will be required for work on to tie into the Prairie Path. ADA compliant parking shall also be provided in front of the UCP Seguin property per request from the business.

The existing lighting located in the south side sidewalk will be evaluated to determine if relocation or replacement is required based on horizontal clearances to meet ADA guidelines and vertical adjustments needed from sidewalk elevation changes. Civiltech will investigate if MFT funding introduces any design requirements.

The project will be constructed using MFT funding. The Village is looking to let the project in late 2025 with construction in early 2026 and a completion date before July 4 as several activities are held at this location over the holiday. An anticipated schedule is included in Attachment C.

The Civiltech project team will be as follows:

- Director of Design Services – Jonathan R. Vana, P.E.
- Project Manager – Derek N. Mall, P.E.
- Project Engineer – Marcelino Cruz
- Design Engineer – Joseph Buikema
- QC/QA Engineer – James D. Ewers, P.E.

Civiltech will be providing design engineering services with the assistance of its sub-consultants:

- Geotechnical Engineering – Midland Standard Engineering and Testing (MSET); William J. Wyzgala, P.E.
- Environmental Engineering (CCDD) – True North Consultants (True North); Marjory McMahon Bredrup



II. Scope of Services

1. Data Collection and Early Coordination

- A. **Initial Kick-Off Meeting with Village** - We will attend a meeting prepared to discuss the project scope. We will be prepared to bring an Agenda, discuss the project schedule provided with this proposal and modify any milestone dates as necessary.
- B. **Obtain and Review Record Data** - We will obtain and review available Village data including, but not limited to, subdivision plans and plats, record plans, geotechnical reports, right-of-way data, aerial photography and contour mapping, sewer videos, other existing plans, and water and sewer system maps.
- C. **Preliminary Utility Company Coordination** - We will call in a Design-Stage J.U.L.I.E. locate request and send letters and project location maps to the utility companies within the project limits requesting copies of their utility atlases.
- D. **Review Geotechnical Data** – Geotechnical work will be completed by MSET. They will complete pavement coring on the roadway and parking for Park Boulevard. Civiltech will review this information during the Preliminary Engineering phase of the work to refine pavement rehabilitation and/or reconstruction alternatives. See Attachment B for the sub-consultant’s proposal.
- E. **Clean Construction and Demolition Debris (CCDD) Testing and Certification** –MSET will perform the CCDD analysis. Civiltech will review the results and provide the necessary pay items for disposal of materials. If needed special waste characterization will be performed and will be included as a built-in contingency item into the contract. See Attachment B for the sub-consultant’s proposal.
- F. **Field Survey and Preparation of Base Sheets** – Design topographic survey is being completed as part of the Ardmore Avenue Phase I project by Jorgensen and Associates. Base sheets will be prepared at a scale of 1”=20’ for use during the contract plan preparation. Once prepared, we will perform a “plan-in-hand” field check during which we will:
 - Verify the completeness and accuracy of the design survey while familiarizing ourselves with the project area and any special conditions in the field.
 - Obtain additional field measurements to supplement the base drawing development and include the necessary information for the bidding plans.
 - Review the project area for any problematic drainage conditions that could be remedied as part of this project.
 - Review existing signage for MUTCD compliance and investigate any other topographic features which may affect or be affected by the proposed design.



- Establish as accurately as possible, the locations of existing private utilities in the field using a combination of the atlases obtained from JULIE request and visual observation in the field.
- Photo-document the project area for use during design.

G. Inspection and Condition Report of Utility Structures – Civiltech will inspect and develop a condition report for all drainage structures, sanitary manholes and water valve vaults for the roadways in this project. Structures requiring repair or deemed to be unsatisfactory will be addressed as part of the contract documents. We will use the inspection form previously provided by the Village.

2. Preliminary (65%) and Pre-Final (95%) Engineering Plans, Special Provisions & Estimates

- A. Pavement Design** – Pavement design will be determined utilizing the recommendations in the geotechnical report and coordination with the Village. Resurfacing streets will be completed following Village requirements and the IDOT Bureau of Local Roads and Streets Manual.
- B. Drainage Design** – No significant drainage improvements are proposed as part of these improvements. Structures and pipes will be repaired or replaced based on the results of the structure investigation.
- C. Parking Facilities** – Civiltech will evaluate the addition of ADA compliant parking spaces on the north side parking and on the south side in front of the UCP Sequin business along with current locations with ADA complaint parking.
- D. Sidewalks** – All the sideways within this project will be evaluated and designed to ensure compliance with ADA/PROWAG requirements. Detailed grading plans will be provided for all sidewalk and sidewalk ramps. The sidewalk work will include modifying the sidewalk and crosswalk from the Prairie Path at Cornell Avenue to create a perpendicular crossing.
- E. Lighting** – The existing lighting will be evaluated horizontally to make sure complaint ADA clearance is provided along the sidewalk. The vertical elevations of the lighting foundations will be reviewed with the proposed elevations of the sidewalk to determine if light pole foundations will be required to be replaced. If the light poles are required to be adjusted, Civiltech will work with the Village to determine if existing poles will be relocated, or new poles will be installed. Since this project is using MFT funding, it will be determined if additional lighting design requirements will be required.
- F. Maintenance of Traffic** – maintenance of vehicular and pedestrian traffic will be critical. Most of the businesses have one door for access. Civiltech will include details for building access throughout construction. The parking spaces will be staged so there is parking available at all times during the project.



- G. Preliminary and Pre-Final Plans** – The Preliminary Plan preparation and submittal will be made to the Village in an effort to identify and address any significant design issues prior to completing Pre-Final Plans. This will also allow us to review the estimated project costs in comparison to the original budget. All documents will be submitted electronically which will include both a half-size (11x17) and full-size (22x34) PDF plan set.

Civiltech anticipates including all the improvements in one set of contract documents organized in MFT format. We will prepare one set of contract plans in accordance with the applicable sections of the BLRS manual, applicable IDOT Standards and in accordance with current Village standards and practices:

- Cover Sheet (1 sheet)
- General Notes, Index of Sheets and List of Highway Standards (1 sheet)
- Summary of Quantities (1 sheet)
- Typical Sections (2 sheets)
- Earthwork Schedules (1 sheet)
- Alignment, Ties, and Bench marks (1"=20') (1 sheet)
- Construction Staging and Maintenance of Traffic Plans (4 sheets)
- Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (1"=20') (1 sheet)
- Lighting Plan (1"=20') (1 sheet)
- ADA Grading Sheets (1"=10') (3 sheets)
- Pavement Marking, Erosion Control and Landscaping (1"=20') (1 sheet)
- Cross Sections (3 sheets)
- Roadway Construction Details (10 sheets)

We anticipate this set of contract plans to contain approximately 30 sheets.

Erosion control items are anticipated to include inlet filters and possibly silt fence which will be included in the Pavement Marking, Erosion Control and Landscaping sheets.

- H. Pre-Final Special Provisions** - We will use the specifications developed in previous Village projects along with other Village specifications with modifications as necessary to meet the project goals. The specifications will reference the Standard Specifications for Road and Bridge Construction adopted by the Illinois Department of Transportation and the latest edition of the Standard Specifications for Water and Sewer Construction in Illinois. When necessary, we will provide supplemental specifications for the proposed items of work as required. Illinois Environmental Protection Agency (IEPA) documentation will be completed as required for the scope of work undertaken to include NPDES permitting such as the Storm Water Pollution Prevention Plan (SWPPP) and Notice of Intent (NOI). These items will be prepared for inclusion in the contract documents for final execution by the successful bidder. All erosion control design will be in accordance with the latest IEPA, Illinois Urban Manual, Village, and County requirements.



- I. **Preliminary and Pre-Final Estimates of Cost and Time** - We will perform detailed quantity calculations at each stage of the plan development to establish an Engineer's Estimate of Cost. It will include measurements and calculations performed by separate engineers in order to ensure the accuracy of the calculations, and we will also use these quantities and items of work to prepare an Engineer's Estimate of Time. Our time estimate will be developed with input from experienced resident/field engineers to ensure the proposed amount of work can be completed within the Village's anticipated construction schedule. These items of work and unit prices will be developed based on review and analysis of recent bid tabulations for projects of similar scope and magnitude.
- J. **QC/QA Review** - Prior to submission of the Preliminary and Pre-Final plans for review, we will perform an internal Quality Control / Quality Assurance review of the work completed. The review will be performed by a professional engineer independent of the design team. The Construction Engineer will also complete a contract document review at the Pre-Final stage. The review will consider constructability issues as well as identification of missing pay items, quantities of work, and special provisions required. The Director of Construction Services, Jim Ewers, will provide the review comments to the design team. The design team will also perform a "plan-in-hand" field check to confirm the existing conditions and design.

3. Final (100%) Plans, Special Provisions & Estimates

Final Plans, Special Provisions & Estimates - After completion of all reviews and resolution of any Village, stakeholder or utility company concerns, the contract plans will be finalized. All documents will be submitted electronically which will include both a half-size (11x17) and full-size (22x34) PDF plan set.

In order to assist the Resident Engineer (RE) we will furnish the Village, as part of our deliverables, detailed information including all design and quantity calculations. We will also prepare a technical memorandum to the RE highlighting any key issues, commitments, or special concerns that arose during the design stage of the project. The status and schedule of all utility relocations, as of the date of the final plans, will be included in the bid documents. AutoCAD files will be provided to the Village either on a FTP site or flash drive containing all base and sheet files of the plan set.

The quantities will be updated based on final changes made to the plans after the pre-final review stage and a final estimate of quantities and cost will be provided for inclusions within the bid documents as necessary for the advertisement and construction letting.

We will also meet with the Village for a Final review of the contract plans and documents, if necessary, and will coordinate upcoming efforts for project advertisement and bid opening.

4. Project Administration, Coordination and Permits

- A. **Project Administration** - This item includes project setup and monthly invoicing. In addition, this item includes coordination meetings with the Village, internal project team coordination, and sub-consultant coordination.



- B. Project Submittals** - As noted above, we will make the necessary document submittals, and follow through with each agency in regards to their review comments or arrange a review meeting to discuss plan changes necessary to resolve conflicts if possible.
- C. Design Review Meetings** - We will meet with the Village to discuss any review comments and design issues. The meetings will be scheduled such that all parties will have had an opportunity to review the submittals and provide comments. All meetings will be documented with Meeting Minutes. Any comments provided by the Village will be documented with a disposition of comments narrative.
- D. Utility Company Coordination** - As noted above, we will analyze the project for potential impacts to existing utilities. We will provide the utility companies with a list of areas of potential conflict so that additional information, such as horizontal locates or vertical locates, can be obtained where necessary to further define the extent of conflicts. We will first attempt to address utility conflicts through design modifications while considering the impact those changes will have on the overall improvement.
- E. Stormwater and Erosion Control Permitting** - All stormwater elements of the project will be designed to meet the requirements of the DuPage County Stormwater Ordinance. The Village of Villa Park is a full waiver community, and the Village's representative will review the project for compliance with the County ordinance. Park Boulevard is not located in any floodplains. A formal permit submittal to DuPage County is not anticipated. All drainage design calculations will be documented and organized in a manner that demonstrates compliance with County ordinance requirements.
- F. Bidding and Construction Assistance** - We will assist the Village in advertising the project and make the contract documents available to the Village in electronic format. Bidding documents will be uploaded to QuestCDN. We will prepare and manage all aspects of the online bidding process including setting up the online bid advertisement, creating and managing VBid, and assisting the Village with online Q&A responses.

We will attend the pre-bid meeting held by the Village and be prepared to answer all contractor requests for information or questions, and (if necessary) issue an addendum. We will also attend the bid opening, prepare a bid tab of the results and prepare a recommendation letter to the Village Board. We will prepare and coordinate the signature of the contract documents with the Contractor. We will also attend any required pre-construction meetings to answer questions regarding the design and contract documents.



III. FEE CALCULATION

In order to calculate our “not-to-exceed” fee, we estimate man hours to complete the individual tasks outlined in the Scope of Services section of this proposal.

Direct costs such as printing, vehicle expenses, and sub-consultant expenses will be billed at their actual cost. Compensation for our work will be based upon actual labor dollars expended times a factor of **2.70** to cover actual payroll, overhead and indirect costs, payroll burden and fringe benefit costs and profit. Please reference the Cost Estimate of Consultant Services and manhour/direct expense calculations in Attachment A.

Maximum “not-to exceed” fees including all sub-consultants:

Total: \$77,344.00

A handwritten signature in black ink, appearing to read "J.R. Vana".

Jonathan R. Vana, P.E.
President
Civiltech Engineering, Inc.

Accepted By
Village Manager
Village of Villa Park



Attachment A

Cost Calculations



Attachment A-1 Cost Estimate of Consultant Services

	Personnel & Hours						Total Hours	% of Hours	Labor Cost	
	Director of Design Services	Project Manager	Project Engineer	Design Engineer	QC/QA Engineer					
1	\$85.00	\$69.00	\$45.50	\$37.75	\$85.00					
	2	14	32	25	0	73	13.5%	\$ 3,535.75		
2										
	3	23	159	143	3	331	61.2%	\$ 14,729.75		
3										
	2	7	30	22	2	63	11.6%	\$ 3,018.50		
4										
	3	19	40	12	0	74	13.7%	\$ 3,839.00		
Total Labor Cost										
Direct Labor Multiplier										
2.70										
Direct Costs and Sub Consultant Expense (See attached calculation)										
Total Engineering Cost:							541	100.0%	\$ 77,344	



Attachment A-2 Detailed Manhours

Task No.	Task	Personnel & Hours					Total	% of Hours
		Director of Design Services	Project Manager	Project Engineer	Design Engineer	QC/QA Engineer		
1	Data Collection and Early Coordination							
A.	Initial Kick Off Meeting with Village	2	2	2			6	8.2%
B.	Obtain and Review Record Data		1	2			3	4.1%
C.	Preliminary Utility Company Coordination			2	1		3	4.1%
D.	Review Geotechnical Data		1	3			4	5.5%
E.	Clean Construction and Demolition Debris (CCDD) Testing and Certification		1	3			4	5.5%
F.	Field Survey and Preparation of Base Sheets		5	12	16		33	45.2%
G.	Inspection and Condition Report of Utility Structures		4	8	8		20	27.4%
	Sub-total Item 1	2	14	32	25	0	73	100.0%
2	Preliminary (65%) and Pre-Final (95%) P, S & E							
A.	Pavement Design			4			4	1.2%
B.	Drainage Design		1	8	8		17	5.1%
C.	Parking Facilities		1	8	8		17	5.1%
D.	Sidewalks		1	16	12		29	8.8%
E.	Lighting		2	4	4		10	3.0%
F.	Maintenance of Traffic		2	16	16		34	10.3%
G.	Preliminary and Pre-Final Plans							
	Cover Sheet (1 sheet)			1	1		2	0.6%
	General Notes, Index of Sheets and List of Highway Standards (1 sheet)			2	2		4	1.2%
	Summary of Quantities (1 sheet)			2	2		4	1.2%
	Typical Sections (2 sheets)		1	8	8		17	5.1%
	Earthwork Schedules (1 sheet)			8	8		16	4.8%
	Alignment, Ties and Bench marks (1"=20') (1 sheet)			2	4		6	1.8%
	Construction Staging and Maintenance of Traffic Plans (4 sheets)		2	8	4		14	4.2%
	Roadway, Drainage & Utilities, Removal Plan, Proposed Plan and Profile (1"=20' H : 1"=5' V) (1 sheet)		2	16	16		34	10.3%
	Lighting Plan (1"=20') (1 sheet)		2	10	6		18	5.4%
	ADA Grading Sheets (1"=10') (3 sheets)		4	10	10		24	7.3%
	Pavement Marking, Erosion Control and Landscaping (1"=20') (1 sheet)			2	2		4	1.2%
	Cross Sections (3 sheets)		1	6	16		23	6.9%
	Roadway Construction Details (10 sheets)		1	4	8		13	3.9%
H.	Pre-Final Special Provisions		2	16			18	5.4%
I.	Preliminary and Pre-Final Estimates of Cost and Time		1	8	8		17	5.1%
J.	QC/QA Review	3				3	6	1.8%
	Sub-total Item 2	3	23	159	143	3	331	100.0%
3	Final (100%) P, S & E							
A.	Final Plans		4	16	16		36	57.1%
B.	Final Special Provisions		2	8			10	15.9%
C.	Final Quantity Calculations and Estimates		1	6	6		13	20.6%
D.	Final QC/QA Review	2				2	4	6.3%
	Sub-total Item 3	2	7	30	22	2	63	100.0%
4	Project Administration, Coordination and Permits							
A.	Project Administration		8				8	10.8%
B.	Project Submittals		1	8	4		13	17.6%
C.	Design Review Meetings	2	4	4			10	13.5%
D.	Utility Company Coordination		1	4	8		13	17.6%
E.	Stormwater and Erosion Control Permitting		1	8			9	12.2%
F.	Bidding and Construction Assistance	1	4	16			21	28.4%
	Sub-total Item 4	3	19	40	12	0	74	100.0%
	Total Hours:	10	63	261	202	5	541	
	% of Hours:	1.8%	11.6%	48.2%	37.3%	0.9%	100.0%	



Attachment A-3 Direct Costs

DIRECT COSTS			
ITEM 1	Shipping		
	5 overnight shipping items X \$30/each		
		Total Item 2	\$150.00
ITEM 2	Vehicle Expense		
	Mileage		
		Total Item 3	\$250.00
ITEM 3	Geotechnical Investigation & CCDD Testing & Certification		
	Midland Standard Engineering and Testing		\$9,112.00
		Total Item 4	\$9,112.00
TOTAL DIRECT EXPENSES:			\$9,512.00



Attachment B

Subconsultant Proposals

SCOPE OF WORK PROPOSAL

Mr. Derek N. Mall, PE
Civiltech Engineering, Inc.
 Two Pierce Place, Suite 1400
 Itasca, Illinois 60143
 (312) 564-2485

From: William Wyzgala, P.E.
**Midland Standard
 Engineering & Testing, Inc.**
 410 Nolen Drive
 South Elgin, Illinois 60177
 (847) 844-1895 f (847) 844-3875

E. Park Avenue - Parking Lanes
 Villa Park, Illinois

For MFT funded project, perform a total of six (6) pavement cores through all pavement layers with a DCP test of the subgrade soil. At two (2) locations, perform a soil boring with split spoon sampling to a depth of seven (7) feet. Obtain samples for classification and moisture content testing. Patch holes with bituminous cold patch. Measure all existing pavement section layers. Perform laboratory testing. Provide engineering report including pavement core logs/measurements, subsurface soil and ground water conditions, and provide recommendations for pavement overlay and reconstruction of parking lane. Samples from the work will be scanned with a PID meter for volatile contaminants and selected samples will be submitted to a lab for testing of IEPA requirements and with favorable results a IEPA LPC 663 will be prepared.

	UNIT PRICE	EST QTY	BUDGET EXTENSION
Field Services			
Boring layout, julie clearance, per hour	\$180.00	3	\$540.00
Mobe Drill Rig, Equipmen, Crew & Core Crew, lump su	\$600.00	1	\$600.00
Pavement Coring, Hand Augering of Base, each	\$95.00	6	\$570.00
Subgrade soil test w/DCP, each	\$125.00	4	\$500.00
Soil Boring to 7 feet with split spoon sampling, each	\$250.00	2	\$500.00
Sample logging during drilling, field engineer, per hour	\$110.00	4	\$440.00
Laboratory Services			
Soil Moisture Content, each	\$6.00	12	\$72.00
Soil Classification, Hydrometer & Atterberg, each	\$180.00	1	\$180.00
Engineering Services			
Core & boring log preparation, data review, engineering report with recommendations for pavement overlay and paement reconstruction.			
Geotechnical Engineer, per hour	\$150.00	8	\$1,200.00
Staff Engineer, per hour	\$110.00	4	\$440.00
Analytical Lab testing for contaminants, LS	\$1,090.00	3	\$3,270.00
IEPA CCDD Certification form LPC 663, LS	\$800.00	1	\$800.00

PROJECT TOTAL
\$9,112.00

Accepted: _____



Date: _____



Attachment C

Anticipated Project Schedule



Attachment C Anticipated Project Schedule

