



Agenda  
Village of Glen Ellyn  
Capital Improvements Commission Meeting  
Wednesday, December 10, 2025  
7:00 PM  
Glen Ellyn Civic Center, 301

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*Any individual with a disability requiring a reasonable accommodation in order to participate in a meeting should contact The Village of Glen Ellyn ADA Coordinator, 630-469-5000, at least five (5) business days in advance of the next scheduled meeting. All matters on the Agenda may be discussed, amended, and acted upon.*

- A. Call to Order**
- B. Public Comment**
- C. Approval of Minutes**
  - 1) Motion to approve the November 12, 2025 Capital Improvements Commission Meeting Minutes
- D. Current Business**
  - 1) Metra Station and Multimodal Access Improvements Project - CDM Smith - Amendment 4 Request
  - 2) Draft Traffic Engineering Services RFP
- E. Trustee Liaison's Report**
- F. Other Business**
- G. Public Works Report**
- H. Project Report**
  - 1) Engineering Division Project Activity Report December 5, 2025
- I. Adjourn**

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Civility Pledge - In the interest of civility, I pledge to promote civility by listening, being respectful of others, acknowledging that we are striving to support and improve our community, and understanding that we each may have different ideas for achieving that objective.



**Glen Ellyn Capital  
Improvements Commission**  
535 Duane Street  
Glen Ellyn, IL 60137

Meeting 12/10/2025 7:00 PM  
Department: Public Works - Internal Services  
Department Head: John Hubsby  
Category: Minutes  
Prepared By: Richard Daubert

**AGENDA ITEM (ID # 2025-  
1020)**

**DOC ID: 2025-1020**

## **Motion to approve the November 12, 2025 Capital Improvements Commission Meeting Minutes**

### **Statement of the Issue:**

The November 12, 2025 Capital Improvements Commission Meeting Minutes are attached for review and consideration of approval.

### **Analysis:**

### **Budget Impact:**

### **Contribution to Strategic Plan**

### **Action Requested:**

### **Attachments:**

1. CIC Meeting Minutes November 12 2025 - Draft

DRAFT



Meeting Minutes  
 Village of Glen Ellyn  
 Capital Improvements Commission  
 November 12, 2025  
 7:00 PM  
 Glen Ellyn Civic Center Room 301

**Board or Commission:** Capital Improvements

**Date:** November 12, 2025

**Meeting:** Regular

**Called to Order:** 7:00 p.m.

**Quorum:** Yes

**Adjourned:** 8:28 p.m.

**Member Attendance:**

Rocco Zucchero	Chair	Present
Joel Baldin	Commissioner	Present
Tom Drapinski	Commissioner	Absent
Orion Galey	Commissioner	Absent
John MacDonald	Commissioner	Present
Adil Saeed	Commissioner	Present
David Warnick	Commissioner	Present
Jill Ziegler	Commissioner	Present
Donna Jean Simon	Trustee Liaison	Present
Richard Daubert	Staff Liaison/Professional Engineer	Present

**Also Present:**

John Hubsy	Public Works Director
Glenbard West Students	

**A. CALL TO ORDER**

The November 12, 2025 meeting of the Capital Improvements Commission was called to order by Chair Zucchero at 7:00 p.m. at the Glen Ellyn Civic Center.

**B. PUBLIC COMMENT** – Chair Zucchero noted that we have some audience members in attendance and asked if they could introduce themselves. Students from Glenbard West noted they were in attendance for a Governance Class. Trustee Simon asked Engineer Daubert if he could give the students an overview on the Capital Improvements Commission and its role for the community. Engineer Daubert informed the students accordingly noting that the Village is responsible for maintaining and improving a variety of infrastructure and that it relies upon the Commission to

provide staff with guidance on certain matters such as the Capital Improvement Plan, Budget, Street Condition, Sidewalk Improvements, Etcetera. The Commission will provide recommendations which are sometimes presented to the Village Board to assist the Board in making certain decisions. Daubert noted that the CIC is an advisory Commission, but the Village Board does heavily weigh their recommendations in making decisions.

### C. APPROVAL OF MINUTES

#### APPROVAL OF SEPTEMBER 10, 2025 CAPITAL IMPROVEMENTS COMMISSION MEETING MINUTES

##### MOTION TO APPROVE THE SEPTEMBER 10, 2025 CAPITAL IMPROVEMENTS COMMISSION MEETING MINUTES

MOTION BY: Commissioner Saeed

SECOND BY: Commissioner MacDonald

AYES: Zuccherro, Baldin, MacDonald, Saeed, Warnick, Ziegler

RESULT: APPROVAL

### D. CURRENT BUSINESS

#### 1. ADA Transition Plan Review and Approval Process

Engineer Daubert overviewed that CMAP and Oates are still working on the development of the Village's ADA Transition Plan but that a draft of the plan is anticipated within the next month.

Staff will review the draft and provide comments to allow the plan to be finalized for the public comment period. The public comment period will be open for 30 days. Public comments will be compiled and addressed/responded to. Capital Improvements Commission feedback will be sought with staff ultimately looking for a recommendation from the CIC on the adoption of the plan. The CIC recommendation to adopt the plan will be presented to the Village Board for consideration of adoption of the plan.

Daubert elaborated that staff has been y focused in its discussions with Oates and CMAP on the prioritization of the various items that challenge accessibility. For example, a high priority seems to be curb ramps, trip hazards, and sidewalk gaps. Cross slope is still a challenge but may not be seen as high of a challenge as the other factors. There's also been discussions about the location defects/items that challenge accessibility. For example, Roosevelt Road is an important corridor from Engineer Daubert's perspective but there's not as much foot traffic as in the downtown or around schools. Hence, there could be differing opinions on the priority of Roosevelt Road. In the context of these factors as well as the recently secured grant for engineering sidewalk and street lighting improvements the Oates/CMAP/Staff team feels that Roosevelt Road should be a separate priority.

Commissioner MacDonald noted he feels Roosevelt Road should be a priority. He also shared his positive experience with the Village recently improving the curb ramp near his home.

Commissioner Baldin inquired if we should prioritize higher liability items. Engineer Daubert noted that this would reinforce prioritizing the trip hazards and curb ramps.

Commissioners were asked if they were overall supportive of the review and approval process. Chair Zucchero noted that perhaps staff could provide the Commissioners with the draft report once it is received. Engineer Daubert noted he would provide the draft report once received to allow Commissioners time to review it and provide comments to staff. The members of the Capital Improvements Commission in attendance expressed their support for this approach.

- E. TRUSTEE’S REPORT** – Trustee Simon noted that the Village Board has a new Trustee Robert Duncan whose current term is for 2 years. The first reading of the budget was completed with the second reading occurring next month. As part of the budget process, many infrastructure needs have been identified including with facilities such as Fire Station 62.
- F. OTHER BUSINESS** – None
- G. PUBLIC WORKS REPORT** – Public Works Director Hubsy provided several updates, noting that the Department is working on filling a number of openings including the Facilities Superintendent and Public Works Management Analyst. He elaborated that the prior Facilities Superintendent was promoted to the Assistant Public Works Director position. Hubsy noted that we had the first snow event which allowed us to test some new operations which will likely be much quicker. We have a new contract for snow removal in the downtown which should relieve staff. Hubsy discussed that related to the Roosevelt Road hotel property (west side of Exmoor), we found out that the environmental review was approved and demolition can proceed. We also heard that the State has approved demolition to continue for the hotel property on the east side of Exmoor. With respect to the study of Fire Station 62, we are continuing to do public outreach to get feedback on that project.
- H. PROJECT REPORT** – Engineer Daubert gave updates on the Crescent Glenwood Parking lot project noting that it is complete minus the installation of lighting units which are anticipated in December, temp lighting removal, curb work, and planting of perennials which will be in the spring. Daubert briefly noted that CBD Streetscape concrete repair punch list items and the alley south of Duane/west of Main are well underway and hopefully wrapping up soon. The Village’s more significant roadway projects are substantially completed and anticipated to close out below the contract award values. Engineer Daubert also discussed that staff recently met with DuPage County and CBBEL to discuss the East Branch Trail Project. Daubert discussed the bid results for the Riford and Lambert Federal Aid Resurfacing Projects which were overall favorable and staff has accordingly directed the State to award the contracts. With respect to the Metra Station Project, Daubert noted that the Project Development Report update was completed and is in the State’s hands for review. Land Acquisition is underway for the project but can only advance so far until we have approval of the Project Development Report. Finally, Daubert overviewed the recently secured State grant for sidewalk and street lighting improvements on Roosevelt Road.
- I. ADJOURNMENT** – Commissioner MacDonald motioned and Commissioner Warnick seconded to adjourn the meeting. The motion is unanimously approved, and meeting adjourned at 8:28 p.m.

**Submitted and Reviewed by: Richard Daubert, Professional Engineer**



**Glen Ellyn Capital  
Improvements Commission**  
535 Duane Street  
Glen Ellyn, IL 60137

Meeting 12/10/2025 7:00 PM  
Department: Public Works - Internal Services  
Department Head: John Hubsby  
Category: Discussion Item  
Prepared By: Richard Daubert

**AGENDA ITEM (ID  
# 2025-1021)**

**DOC ID: 2025-1021**

## **Metra Station and Multimodal Access Improvements Project - CDM Smith - Amendment 4 Request**

### **Statement of the Issue:**

This agenda item serves to review CDM Smith's request for additional funding for the design of the Metra Station and Multimodal Access Improvements Project.

### **Analysis:**

#### **Background**

The Village has an ongoing agreement, including 3 amendments thereto, with CDM Smith for the final design (Phase II Engineering) of the Metra Station and Multimodal Access Improvements Project.

Agreement Dated 4/5/2023: In summary, the initial agreement included final engineering for the project, but only to the 30% complete stage. Final engineering included the preparation of plans, specifications, cost estimates, calculations, securing permits, etc. The initial agreement is a cost plus fixed-fee arrangement where the engineer is to be compensated for their work based on the agreed upon scope and actual hours and costs expended on the project, up to a not-to-exceed value. The not-to-exceed value for the initial agreement was \$1,625,000.

Amendment No. 1 Dated 11/13/2023: Amendment number 1 brought the project from the 30% complete stage to the 100% complete stage. The not-to-exceed value increased to \$3,993,649 with duration of services extended to 12/31/2025.

Amendment No. 2 Dated 7/29/2024: Amendment number 2 added a life cycle cost analysis for the project. The not-to-exceed value increased to \$4,028,097. No changes were made to the duration of the agreement.

Amendment No. 3 Dated 5/28/2025: Amendment number 3 added out of scope work for parking configuration changes, utility undergrounding, land acquisition, renderings, and administration. The not-to-exceed value increased to \$4,329,856 with the duration of services extended to December 31, 2026.

### **Request for Amendment No. 4**

Staff received the attached memorandum from CDM Smith on October 17, 2025. The memorandum outlines out-of-scope tasks and hours/fee that it feels are not covered within the current agreement. The request does technically also include additional work associated with a separate Phase I Engineering agreement. The additional funding being requested by the firm covers completed and ongoing tasks (out of scope-work) as well as future anticipated tasks (new work). Staff notes that the memo rounds the requested values shown in the table below.

Starting with the completed and ongoing tasks (out-of-scope work in the top of the table), CDM Smith indicated that they were trying to absorb this work within the existing agreement. Elaborating on this, the firm was hoping that certain other efforts may not have been fully expended such that there would be available hours/fee to work with. However, that was not the case. Staff did express frustration to the firm in terms of the formal request not having been raised until after much of the work was completed. However, staff does also acknowledge that the firm has expended its hours/fees with some of the items being due to complications outside the firm's control. Examples of the latter include complications with Phase I efforts with IDOT, back and forth with Union Pacific on revising what should have been a standard platform design, and unforeseen electrical utility conditions. Some other items are technically not within the scope of the current agreement (water service replacement, ev charging, photometric on N. Forest Ave.) but were also not raised as out of scope until now. In summary, while CDM Smith is requesting \$280,298.51 for the out-of-scope committed tasks, staff is not supportive of this full request. In the context of the aforementioned, staff is supportive of splitting most items but fully covering four items with a staff supported value of \$185,389.21.

Moving on to new work items at the bottom of the table, as part of the development of the project, North Forest Avenue between Crescent and Pennsylvania was not within the initial project limits. During Phase II, it was added. What should have been a reasonable process to add N. Forest to the project, was complicated by the cultural clearance challenges associated with the demolition of the existing train station. In summary, IDOT has indicated that adding N. Forest Avenue to the project limits, will require revisiting elements of the cultural clearance for the project which would add significant time to securing design approval for the project. Based on several discussions with the State, staff feels that this is the clearest path to get the project to a letting in more timely fashion. Time is of the essence in trying to secure additional contingency funding for the project. However, this change does come at a significant estimated not-to-exceed cost of \$135,902.10, which excludes work of assembling a separate bid package and contract documents. Staff feels the latter should be revisited at a later time, essentially only until the Village commits to the award of the contract by the State. The warming shelter revisions have been previously discussed with the Capital Improvements Commission.

<b>SUMMARY OF GLEN ELLYN AMENDMENT 4</b>			
<b>Out-of-Scope Work</b>	<b>CDM Request</b>	<b>Staff Position</b>	<b>Staff Position</b>
1A. Additional Phase 1 Effort & Design Exceptions	\$ 44,542.65	50% Village, 50% CDM	\$ 22,271.33
2A. Additional Water Line Replacements	\$ 34,027.17	50% Village, 50% CDM	\$ 17,013.59
3A. UPRR/Metra Platform Section	\$ 35,265.91	100% Village	\$ 35,265.91
4A. Addition of Forest Avenue Scope to Drainage Design	\$ 21,039.44	100% Village	\$ 21,039.44
5A. Tunnel ADA Ramp Drains	\$ 39,811.52	50% Village, 50% CDM	\$ 19,905.76
6A. Redesign of Streetscape Planters	\$ 23,737.58	50% Village, 50% CDM	\$ 11,868.79
7A. Electric Vehicle Charging	\$ 22,100.22	50% Village, 50% CDM	\$ 11,050.11
8A. Additional Photometrics	\$ 15,102.97	50% Village, 50% CDM	\$ 7,551.48
9A. Secondary Feeder Design	\$ 20,157.28	100% Village	\$ 20,157.28
10A. Station Mural Relocation Design	\$ 14,017.27	100% Village	\$ 14,017.27
11A. Administration and Project Management	\$ 10,496.49	50% Village, 50% CDM	\$ 5,248.25
<b>Out-of-Scope Total:</b>	<b>\$ 280,298.51</b>		<b>\$ 185,389.21</b>
<b>New Work</b>	<b>Total</b>	<b>Staff Position</b>	
1B. Revisions for Removal of N. Forest Ave from IDOT Set	\$ 135,902.10	100% Village	\$135,902.10
2B. Village Let Design for N. Forest Avenue	\$ 238,489.71	Revise if Overall Project Proceeds	\$0.00
3B. Warming Shelter Revisions	\$ 63,215.46	100% Village	\$63,215.46
<b>New Work Total:</b>	<b>\$ 437,607.27</b>		<b>\$ 199,117.56</b>
<b>Grand Total:</b>	<b>\$ 717,905.78</b>		<b>\$ 384,506.77</b>

**Budget Impact:**

Given the timing of the request, staff did not budget for this Amendment in Calendar Year 2026.

**Contribution to Strategic Plan**

**Action Requested:**

Staff and members of CDM Smith will overview this matter with the CIC on December 10, 2026.

**Attachments:**

1. Amendment 4 Memo

# MEMORANDUM

## Metra Station & Multimodal Access Improvements Project - Phase II Engineering – Additional Work Items

**Date:** 10/06/2025

**Project Name:** Metra Station & Multimodal Access Improvements Project, Village of Glen Ellyn, IL  
**CDMS Project Number:** 284380

**Author:** Matthew Aklan, CDM Smith Inc., Project Manager

**Topic:** There are several work items within the Glen Ellyn Metra Station Project that require a modification to the Contract. These work items include out-of-scope tasks that CDM Smith attempted to absorb into our scoped work throughout design with the goal of maintaining progress and schedule. Following CDM Smith’s completion of the 90% design, it became apparent that the out-of-scope work performed could not be absorbed into the project without an amendment.

In lieu of sending a detailed change order with CECS hour breakdowns, CDM Smith is presenting a numbered summary of the work tasks with overall estimated fee for each work item such that each can be considered and discussed with Village Staff. Following that discussion, CDM Smith will submit a formal amendment with a detailed hours breakdown in the format preferred by the Village. Below is a summary of each work item CDM Smith considers either out-of-scope or future new work.

### **OUT-OF-SCOPE WORK ITEMS**

#### **1A. Additional Phase I Effort: \$44,600**

The Project has experienced an extended and complex IDOT cultural clearance process that began in 2019 and has spanned over the last five years, involving multiple stages such as Section 106 consulting party invitations, Purpose and Need statement development, Section 106 and Section 4(f) report preparations, and the Memorandum of Agreement negotiations. Significant delays were experienced due to prolonged agency reviews, communication gaps, and repeated document revisions and resubmittals before final approvals were obtained from Illinois Department of Transportation (IDOT), Federal Highway Administration (FHWA), State Historic Preservation Office (SHPO), and other agencies.

Although eligibility determinations and consultations commenced as early as 2019, the project has encountered extended review periods, repeated rounds of correspondence, and considerable response times. As a result, the Section 106 and Section 4(f) processes have exceeded five (5) years to reach resolution—a duration significantly longer than typically anticipated for such reviews, that has resulted in significant additional labor to the project. Unforeseen requests from IDOT have also caused additional work with their request to reformat design exceptions into consolidated forms. This work was outside the agreed scope of work.

### **2A. Additional Water Line Replacements: \$34,100**

CDM Smith's scope of work for water line replacements along Crescent Blvd and N. Forest Avenue was limited to those waterlines identified by the Village inspection as lead lines. Following Village lead inspection, one (1) waterline was identified by the Village as lead at 485 N. Forest Avenue. However, the Village directed CDM Smith to replace a total of fifteen (15) water service connections in the design, which included replacement of the lead line. This work was outside the agreed scope of work.

### **3A. UPRR/Metra Platform Section Coordination and Drainage: \$35,300**

After the 30% design submission, coordination with Metra and Union Pacific Railroad (UPRR) began to increase due to issues related to the proposed platform configuration. Both agencies requested that a platform section be included in each Village design submission, and both had specific standards about what they would like to see as the proposed platform, but those standards did not align with one another. Metra proposed using an at-grade concrete platform contained with timber at the front and rear faces, while UPRR pushed to implement a new concrete platform standard that included an elevated cantilever of modular construction (precast or prefabricated synthetic material). CDM Smith used both standards and developed a new section with components of both at the request of UPRR for approval by both railroads. Multiple iterations of this platform section were developed for Metra and UPRR to review, including how it could be constructed in phases and division of work responsibilities between UPRR and the future Village Contractor.

One of the facets of UPRR's platform design that they were steadfast on keeping was the addition of an 8" diameter perforated ballast drains running parallel to the tracks, 18" below top of ballast along the track and platform edge. For the ballast drains to function properly maintenance and cleaning would be required. CDM Smith added vertical cleanouts along the drain spaced evenly, that could be accessed through small manholes at the platform surface. Over a period of months, the CDM Smith Team coordinated clean out spacing, revised platform curbs to control drainage, revised the storm drain system routing to include and capture this additional drainage, allowed UPRR to review the elevations and slopes of the proposed platform to show that positive drainage was achievable, added storm sewer laterals between the ballast drain and the larger storm system, and defined piping connections points and hardware beneath the platform. This work was outside the agreed scope of work.

### **4A. Addition of Forest Avenue Scope to Drainage Design: \$21,100**

This task was originally assumed to be relatively minor, however, measurable additional time began accruing around the 30% plans and expanded during 60% design (November 2024) when the Village requested to have the main trunk line along North Forest Avenue replaced, in lieu of having it relined (as was the recommendation in the inspection report). This expanded scope required redesign and coordination with other utilities, lateral storm additions, planter connections, cleanout inclusions, an additional profile sheet, and updated storm sewer and structure tabulations. This work was outside the agreed scope of work.

### **5A. Tunnel ADA Ramp Drains: \$39,850**

CDM Smith's scope of work did not include drainage work within the tunnel or ramps; incidental runoff accumulating in the tunnel would be picked up by the tunnel sump pump. However, comments following the 60% Submittal requested drains be included within the tunnel ADA ramps and the east building entrance ramp. This work required revisions to the structural, plumbing and drainage design to ensure proposed pipes could be designed so that

they provide sufficient maintainability, flow capacity and did not conflict with structural slabs and reinforcement. This work was outside the agreed scope of work.

**6A. Redesign of Streetscape Planters and Paver Crosswalks: \$23,750**

As a result of comments on the 60% submittal the Village requested major changes be made to the Landscaping design and crosswalks. Following the 60% submittal ten (10) planters required redesign. Two (2) planters on Duane Street leading into the parking lot adjacent to S. Forest Avenue five, three (3) planters along N. Park Blvd., and two (2) new planters requested on N. Forest Ave. Along Main Street three (3) planters were included in the 60% design, however, one was eliminated, and the previous two included were revised from granite curbed planters to masonry planters. In addition, the Village requested an additional planter be added at 520 Crescent Blvd. Paver crosswalks (brick) also added at the request of the Village, replacing standard striped crosswalks. This work was outside the agreed scope of work.

**7A. Electrical Vehicle Charging Design: \$22,100**

CDM Smith designed electric vehicle charging for four (4) parking spaces in the south parking lot. Labor spent on researching products, coordinating with and contacting manufacturers, determining load requirements for use with the parking lot lighting circuits and required electrical design. This work was outside the agreed scope of work.

**8A. Additional Photometrics Analysis: \$15,100**

CDM Smith's Scope of work required a lighting plan, and photometric plan and calculations for all parking lots, the station plaza, the pedestrian underpass, and at warming shelters. A lighting plan with photometric work was also required by the Village for North Forest Ave, which was not in scope of our scope of work agreement.

**9A. Secondary Feeder Design for 560 Crescent Ave.: \$20,200**

CDM Smith is responsible for the design of the upgraded electrical services to the new station and platforms. Following 60% design CDM Smith discovered that the electrical system for the existing station was linked to a secondary power feed that powered the business at 560 Crescent Blvd. Disconnecting the power from the station would also leave the business without any electricity, and this dependency was not known nor included in scope. The electrical design had to be revised significantly to create a secondary feed path with additional equipment, incorporating a sequence of installation, and coordinating with ComEd over a period of months to address their review comments and reflect those on the drawings. This work was outside the agreed scope of work.

**10A. Station Mural Relocation Design: \$14,050**

IDOT requires that the existing mural of Glen Ellyn that is in the existing Metra station be preserved. Although, the mural is not considered NRHP-eligible because of age requirements, consulting parties did express a preference to preserve the mural during the Section 106 consultation process. The mural, which is painted on sheets of plywood fastened to the north and west walls of the current station, will be relocated before demolition of the existing station, and stored in a climate-controlled location. CDM Smith coordinated with the Village and Metra about the mural's location, which has been revised several times from project inception, and included in several design milestone submittals. Currently it is expected that the mural will be placed in a nearby building, and its location and details will need to be removed from the current design set. This work was outside the agreed scope of work.

**11A. Additional Administration and Overhead Costs: \$10,500**

Amendment No. 1 of the contract states that Project Administration will be required for twenty-four (24) months following the 30% design. Based on the dates given in the original agreement, that administrative time is included until January 2026. Based on the current state of the project, the scheduled letting of April 2026 will not be met and will need to be revised. The assumption for the revised letting date is 7/31/2026. Additional time will be required for office administration and overhead costs to bring the project to completion.

**NEW WORK ITEMS**

**1B. Revisions For Removal of North Forest Avenue from IDOT Set: \$139,800**

The original ESR limits during Phase 1 of the project did not include North Forest Avenue. To avoid restarting cultural and biological clearances for IDOT (and delaying the project significantly) the portion of the design that includes N. Forest Ave will have to be removed from the current 90% design drawings including revising plans and sections and revising match lines where N. Forest Avenue is referenced. A minimum of 38 drawings will need to be edited from the IDOT set to reflect currently acceptable ESR limits, as well as any notes and specification references to North Forest Avenue. This is considered new work to the project scope.

**2B. Development of Village Set for North Forest Avenue: \$240,950**

Removed drawings from the current IDOT set will need to be placed in a Village led design package, complete with drawings, specifications and construction cost estimate, with milestones at 60%, 90% and 100% design. Work will include creation of a new set that contains N. Forest Ave, using Village Details and Specifications. A minimum of 28 drawings will need to be moved from the current IDOT Set, and at least 22 will need to be created to complete the set, along with time for internal reviews, response to Village comments at each milestone review, and creation of Specifications, and summation of pay items. This is considered new work to the project scope.

**3B. Warming Shelter Revisions and Further Cost Reductions: \$63,250**

The construction costs of the project have been increasing over the project lifecycle and the Village would like CDM Smith to lower costs where they can. Although a Value Engineering task to lower costs was previously performed, the Village would like CDM Smith to review costs data and help them decide on omitting items or changing materiality of items to help lowering costs further where possible. Following the 90% submittal cost estimate it became clear that the planned warming shelters have become one of the more substantial cost items. CDM Smith and the Village have been working together to find an alternative to the fully enclosed, heated shelters that is acceptable to Metra. The redesign of the shelters will include removal of the outbound shelter and replacing it with a mobile trailer shelter, (or a temporary structure that would be removed at the completion of the project) that will serve the outbound platform until the stationhouse is operational. For redesign of the inbound shelter, the Village and Metra requested that CDM Smith implement a prefabricated three-sided windbreak type shelter with overhead radiant heat (and other amenities) in lieu of a formal heated building with foundation. Work to complete this work includes redesign of the concrete foundation, path geometrics, omission of the concrete ramp in the northeast parking lot, coordination with manufacturers, and additional cost estimation services. This is considered new work to the project scope.



**Glen Ellyn Capital  
Improvements Commission**  
535 Duane Street  
Glen Ellyn, IL 60137

Meeting 12/10/2025 7:00 PM  
Department: Public Works - Internal Services  
Department Head: John Hubsy  
Category: Discussion Item  
Prepared By: Richard Daubert

**AGENDA ITEM (ID  
# 2025-1022)**

**DOC ID: 2025-1022**

## **Draft Traffic Engineering Services RFP**

### **Statement of the Issue:**

A draft traffic engineering services request for proposals associated with the adjustment of speed limits in Glen Ellyn is attached to this agenda item. Credit is due to Management Analyst J.D. Barrett for his work on the development of the document.

### **Analysis:**

As the Capital Improvements Commission is aware, the Village has budgeted for the completion of a study of speed limits throughout the Village. The study would evaluate the appropriate speed limits for local, collector, and arterial streets throughout the Village. Public Works Engineering staff has provided initial input and minor edits to the document with the goal to further refine the RFP and issue it to consultants by mid-December.

### **Budget Impact:**

### **Contribution to Strategic Plan**

### **Action Requested:**

Public Works Engineering staff is sharing the RFP with the Capital Improvements Commission as to secure any input members of the CIC may have on the document.

### **Attachments:**

1. Draft Traffic Engineering RFP 12-15-2025

**DRAFT**



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**REQUEST FOR PROPOSAL (“RFP”)  
FOR  
TRAFFIC ENGINEERING SERVICES**

**Date Issued:** December 15, 2025

**Proposal Deadline:** January 14, 2026, by 5:00 p.m.

The Village of Glen Ellyn (“the Village”) seeks proposals from qualified contractors to perform Traffic Engineering Services.

Responses shall be submitted in writing  
on or before January 14, 2026, by 5:00 pm

**Submit An Electronic Copy to:**  
Village of Glen Ellyn  
**ATTN:** J.D. Barrett, Management Analyst  
535 Duane Street  
Glen Ellyn, IL 60137  
Email to: [jbarrett@glenellyn.org](mailto:jbarrett@glenellyn.org)

**To obtain information contact:**  
J.D. Barrett, Management Analyst  
[jbarrett@glenellyn.org](mailto:jbarrett@glenellyn.org) or 630-547-5212



## 1. INTRODUCTION

The Village seeks proposals from qualified consultants for the purpose of Traffic Engineering Services (“Consultant Services”). The selected consultant will be responsible for street speed limit studies and whole community speed limit alteration analysis that incorporates feedback from Village staff and elected and appointed officials and presenting a final draft to the Capital Improvements Commission and Village Board.

Proposals shall include the contractor’s firm information, experience with similar projects, qualifications of personnel, ability to meet project deadlines, completeness of project approach, additional services/tasks, and cost for performing the services specified. The contractor shall enter into a contractual services agreement with the Village in substantially the form attached titled “Professional Services Agreement.”

## 2. INSTRUCTION TO PROPOSERS

### Preparation of Proposals

All proposals must be signed by an individual who has legal authority to execute the proposal. Proposals that contain omissions, erasures, alterations, or irregularities of any kind may be rejected by the Village.

### Clarifications

The Village reserves the right to make clarifications, corrections, or changes regarding this Request for Proposals (“RFP”) at any time prior to the required submission date and time of proposals. All contractors submitting proposals will be informed of any clarifications, corrections, or changes.

### Delivery of Proposals

Fully completed proposals shall be submitted electronically to the Administration Management Analyst, J.D. Barrett at [jbarrett@glenellyn.org](mailto:jbarrett@glenellyn.org) on or before January 14, 2026 at 5:00 P.M. Proposals submitted after said time will not be evaluated.

### Error in Proposals

In the event a contractor asserts that a mistake has been made in its proposal, such claim shall be submitted in writing to the Village within twenty-four (24) hours of the proposal due date and time. The contractor shall provide to the Village Manager original documentary evidence, together with a detailed written statement setting forth the nature of the error and the manner in which it occurred. Upon receipt of such notice and supporting documentation, and upon a determination by the Village Manager that a bona fide error has occurred, the Village Manager may recommend that the contractor be permitted to withdraw its proposal. Withdrawal of a proposal based on error shall not entitle the contractor to resubmit or modify its proposal.



The submission of a proposal shall constitute an incontrovertible representation and warranty by the proposer that: (i) the proposer has complied with all requirements of the Contract Documents; (ii) the proposal is based upon the performance and furnishing of all work required under the Contract Documents; (iii) the means, methods, techniques, sequences, and procedures proposed by the proposer are in compliance with the Contract Documents; and (iv) the Contract Documents are sufficient in scope and detail to enable the proposer to fully perform the obligations set forth therein.

### **Withdrawal of Proposals**

No proposal shall be withdrawn for a period of sixty (60) days after the opening of any proposal.

### **Rejection of Proposals**

Proposals not prepared and submitted in accordance with this RFP may be rejected. If not rejected, the Village may demand correction of any deficiency and accept a corrected proposal.

### **Acceptance of Proposal**

The Village reserves the right to accept the proposal that is the best and most favorable for the Village and to the public; to reject the lowest price proposal; to accept any item of any proposal; to reject any and all proposals; and to waive irregularities and infirmities in any proposal submitted, provided, however, the waiver of any irregularity shall not be considered a waiver of any future or similar irregularity or infirmity. Proposers should not rely upon or anticipate such waivers in submitting their proposal.

### **Professional Services Agreement**

The selected contractor shall enter into the Professional Services Agreement with the Village in substantially the form attached hereto and incorporated herein as Attachment X.

### **Proposal Format**

The proposal should be as concise as possible as excessive information will only detract from the proposal. The proposal shall clearly identify the contractor's ability to provide the proposed services. The name of the contractor and the location of the office that will have responsibility for the contract are required. The name, address, email address, and phone number of a contact person responsible for and knowledgeable of the proposal is required. Any subcontractors shall be clearly indicated in the submittal.

Each proposal must include an executed original copy of the proposal form.

### **Evaluation Process**

The submitted proposals will be reviewed/selected based upon factors in this RFP and including the following:

- (1) Firm Information (size, location, history, resources, etc.);



- (2) Experience on similar projects with references (name, title, address, phone, e-mail & fax numbers) within the last three years only;
- (3) Qualifications (resumes) of personnel assigned to work on the project (project team), organizational chart, etc.;
- (4) Ability to meet project deadlines (provide schedule with work items/staff hours needed, critical path items, etc.);
- (5) Completeness of project approach (detailed scope of services/tasks, etc.)
- (6) Any additional services/tasks not identified in this RFP that the consultant believes will improve the project, reduce costs and time, etc.; and
- (7) Project Costs as follows:

**Not-To-Exceed Cost: Respondents** shall provide a Not-To-Exceed Cost including supporting documentation for formulating the Not-To-Exceed Cost including hours, hourly rates, and direct costs/reimbursable expenses.

Follow-up discussions may be conducted with several firm(s) to resolve any questions, finalize the scope of work and agreement on final not-to-exceed costs as a means to recommend final selection to the Village Board of Trustees.

### 3. OVERVIEW

The Village of Glen Ellyn seeks to evaluate the speed limits within its corporate limits. This study will provide a comprehensive assessment of current roadway conditions, traffic patterns, and enforcement practices, while also benchmarking Glen Ellyn's policies against peer communities and industry best practices. Final recommendations should consider safety, mobility, and community character.

This RFP outlines all technical requirements, timeline expectations, and submission criteria. Proposers are encouraged to provide creative but practical approaches that meet or exceed the service levels detailed herein.

Relevant background information includes:

- [Village Strategic Plan](#)
- [Village Comprehensive Plan](#)
- [DuPage County Action Plan](#)



Proposers are encouraged to offer additional recommendations based on their professional expertise and industry best practices that align with the intent of this scope, even if such elements are not explicitly outlined in this RFP.

#### **4. SCOPE OF SERVICES**

The successful contractor shall provide all labor, materials, and incidentals necessary to perform the services set forth below.

##### **A. Review Existing Conditions**

- Inventory of roadway characteristics: Document all current posted speed limits, roadway classifications (local, collector, arterial), and traffic control devices (stop signs, signals, crosswalks).
- Crash and enforcement analysis: Review the past 3–5 years of crash data, focusing on speed-related incidents, pedestrian/bicycle crashes, and locations with repeated enforcement activity. Include citation and warning statistics from Glen Ellyn Police Department.
- Traffic volume and multimodal activity: Analyze traffic counts and patterns, with emphasis on areas of high pedestrian and bicycle activity such as schools, parks, downtown corridors, and trail crossings. Identify conflicts between vehicle speeds and vulnerable road users.

##### **B. Conduct Speed and Volume Studies**

- Spot speed studies: Perform targeted studies at representative residential corridors, school zones, arterial and collector streets. Ensure data collection during peak and off-peak periods to capture variability.
  - The speed study should be conducted across representative areas of the Village, including consideration of equity in the selection of study locations.
- 24-hour automated counts: Collect continuous traffic volume and speed data over multiple days. This will provide average daily traffic (ADT), speed distribution, and time-of-day trends.
- Variance analysis: Compare posted speed limits with observed 85<sup>th</sup> and 50<sup>th</sup> percentile speeds. Identify corridors where significant variance exists, signaling potential need for speed limit adjustment or traffic calming measures.



### **C. Benchmarking and Best Practices**

- Peer community comparison: Review speed limit policies and traffic calming strategies from comparable suburban communities including but not limited to Wheaton, La Grange, Elmhurst, Naperville, and Downers Grove. Highlight successful approaches and lessons learned.
- Regulatory guidance: Incorporate Illinois Department of Transportation (IDOT) standards, Manual on Uniform Control Devices (MUTCD) guidance, and national best practices to ensure recommendations align with accepted engineering principles.
- Policy alignment: Evaluate Glen Ellyn's current practices against regional and national benchmarks to identify gaps and opportunities for improvement.

### **D. Community Engagement and Education**

- Public outreach support: Assist Village staff in developing clear messaging to explain the purpose of the study, the role of speed limits in safety, and how residents can participate.
- Meetings and workshops: Attend up to two public meetings or workshops to present findings, answer questions, and gather community feedback. Provide visual aids such as maps, charts, and infographics to enhance understanding.
- Educational materials: Support Village-led campaigns by preparing fact sheets, FAQs, or social media content that explain speed management strategies and their benefits.

### **E. Recommendations and Deliverables**

- Written report: Provide a comprehensive report summarizing methodology, findings, analysis, and recommendations. Include:
  - Recommended speed limit changes (if any) with engineering justification.
  - Suggested traffic calming or enforcement strategies tailored to Glen Ellyn's context.
  - Cost estimates for implementation, including capital and operational expenses.
- Presentation materials: Prepare slides and handouts for Village Board and staff briefings. Ensure materials are accessible to both technical and non-technical audiences.
- Mapping deliverables: Provide a GIS-based map showing recommended changes, priority corridors, and potential traffic calming locations.
- Digital deliverables: Submission of all raw data, GIS shapefiles, and final report in digital format.



## **F. Optional Services**

- Grant support: Assist Village staff with language for grant applications (e.g., CMAP technical assistance, IDOT safety funds, federal programs).
- Educational and signage concepts: Develop draft designs for educational materials, neighborhood signage, or “Slow Streets” branding to reinforce speed management initiatives.
- Implementation support: Offer ongoing advisory services during rollout, including evaluation of pilot projects or phased implementation strategies.

## **G. Personnel**

The Village reserves the right to accept or reject any staff assigned by the contractor. If a suitable replacement is not provided, the Village may terminate the agreement.

The contractor shall employ only competent and experienced personnel. Upon written request by the Village Manager, the contractor shall immediately remove and replace any employee deemed incompetent, abusive, or disorderly.

All contractor employees shall conduct themselves in a professional, quiet, and orderly manner while working within the Village. No employee or agent shall solicit or accept gratuities of any kind. Any violation shall result in immediate removal of the employee upon written notice from the Village.

One individual shall serve as the overall project supervisor and primary point of contact, maintaining direct communication with the Administration Management Analyst or their designee for the duration of the Contract.

## **5. INVOICING**

Payments to the contractor shall be made within sixty (60) days of receipt of an invoice for services. Invoices shall be emailed to [jbarrett@glenellyn.org](mailto:jbarrett@glenellyn.org). All invoices will be paid within 60 days of approval. Charges for late payments must be in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, requiring a maximum interest penalty of 1% per month or portion thereof.

## **6. PENALTY FOR DELAYED RESPONSE**

Failure to meet the required deadline without prior written approval shall result in a penalty of \$500 per calendar day. This amount will be deducted from any unpaid invoices due to the contractor.



Repeated or unresolved service deficiencies may be grounds for early termination of the contract and forfeiture of outstanding payments.

#### *Non-Exclusivity of Remedy*

- The imposition of liquidated damages shall not preclude the Village from pursuing other remedies available under the contract or law, including termination for cause or claims for actual damages, should safety, access, or operations be compromised.
- In addition to the above, if the Contractor fails to complete any required Work pursuant to this Contract, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the work remains uncompleted. This amount is not a penalty, and the Parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Work is not completed on time.

## **7. PROPOSAL REQUIREMENTS**

All proposals shall be made on the forms provided and will be made part of the contract documents to be executed with the Village. Copies of the Proposal Package and forms will be available for download in digital format (PDF) beginning December 15, 2025, from the Village of Glen Ellyn website at [www.glenellyn.org/Bids.aspx](http://www.glenellyn.org/Bids.aspx).

All pertinent documents may also be examined at the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn, IL, 60137, Monday through Friday, 8:00 AM to 4:30 PM. Copies of the proposal documents, specifications and proposal forms may be obtained from the Administration Management Analyst as well as any other place indicated in the Request for Proposal.

Proposals shall include the following information:

1. Cover Letter;
2. Table of Contents;
3. Respondent Background;
4. Proposed Scope of Services;
5. Proposed Schedule of Implementation;
6. References;
7. Cost Proposal;
8. Applicable certifications; and
9. Other attachments as applicable.

The desired information for each of these sections is described below.

1. *Cover Letter*



The cover letter should contain the name of the proposing Service Provider (and/or third-party vendors), the address of the proposing officer(s), and the contact individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s).

2. *Table of Contents*

The contents of the proposal shall be included in an index at the beginning of the proposal and should include all contents and attachments.

3. *Respondent Background*

This section should include the full name and principal address of the respondent. Include the state in which the vendor is incorporated to operate and the date of incorporation if applicable. The Village requests that proposing service provider set forth the names of a designated account executive or relationship manager, as well as an alternate. The designated account executives must have the authority to make timely decisions in the normal course of business on their own. In addition, describe the organization of any additional staff team which would service the account. Provide a listing of the entire proposed staff team, including name, title, and length of service with the vendor. Additional qualifications and experience on similar accounts may be included.

Respondents to this RFP shall have the following qualifications:

- Demonstration of previous work experience performing similar traffic engineering services for municipal clients with emphasis on DuPage County located municipalities.
- Demonstration of traffic engineering written reports and studies
- Qualified professional staff demonstrated by resumes; Project Manager or lead traffic engineer shall possess an Illinois Professional Engineer's License, and Professional Traffic Operations Engineer certification.
- List of recent municipal client references with contact information and work performed.
- List of standard service fees and charges.
- Must have sufficient resources, capabilities, and staff to provide the services.
- General familiarity with the Glen Ellyn area.

4. *Proposed Scope of Services*

In addition to addressing the topics covered in this proposal regarding the scope of work and reports required, include any other pertinent information you feel will set you apart from other proposers.



If there are any services offered in addition to what the Village has requested that may be of interest to the Village, please describe those in an additional subsection at the end of your response to the scope of services.

5. *Proposed Schedule of Implementation*

Discuss the implementation effort and lead time that would be required to establish the services requested in this RFP. Include the detailed steps involved and your proposed schedule for meeting each step. Please also provide detailed working assumptions as to what the schedule is based upon such as availability of Village resources, etc.

6. *References*

Provide a list of client references of similar-sized and/or accounts which the contractor has served over the past two years and is currently serving. Provide no fewer than four references. Provide a contact person, telephone number, and email address for each reference.

7. *Cost Proposal*

All service providers must utilize Attachment I. Cost Proposal Form to officially submit pricing information. Service providers may provide additional documentation.

8. *License to Provide Service in Illinois and Disclosures*

Service providers shall provide an affirmative statement indicating that the firm and all assigned key professional staff have any applicable licenses and/or registrations to provide service in the State of Illinois.

Service providers shall identify and describe any pending or previous litigation the firm was involved in over the past five (5) years, which dealt with the quality of services and/or of pricing of products provided.

9. *All required attachments and forms.*

## **8. CONTRACT TERM AND RENEWAL**

The contract resulting from this Request for Proposals shall be for a period of six (6) months commencing on or about February 1, 2026, and ending August 1, 2026, with the option to renew for up to three (3) additional months at the discretion of the Village of Glen Ellyn.



**9. SCHEDULE**

Below is a project schedule for the “Request for Proposal”, evaluation of responses, selection, approval of a preferred contractor(s), and required completion of the Traffic Engineering Services:

Proposals due by 5 P.M.	January 14, 2026
Interviews (if necessary)	January 26-28, 2026
Agreement presented to Village Board for approval	February 23, 2026
Anticipated agreement effective date	February 24, 2026
Completion date	August 1, 2026

**10. SUBMISSION INSTRUCTIONS**

Fully completed proposals shall be submitted no later than 5:00 PM on January 14, 2026.

Proposals are to be submitted electronically to:

J.D. Barrett, Administration Management Analyst

[jbarrett@glenellyn.org](mailto:jbarrett@glenellyn.org)

Re: Traffic Engineering Services 2026

Late submissions may not be considered.

**11. INQUIRIES**

Responses to inquiries will be issued as an addendum, if necessary.

**12. GENERAL TERMS AND CONDITIONS**

1. The Village reserves the right to remove services due to budget constraints if deemed necessary.
2. The Village reserves the right to waive all technicalities.
3. The Village reserves the right to accept the proposal deemed most advantageous to Glen Ellyn
4. The lowest proposal will not necessarily be accepted.
5. Contractors must comply with all applicable laws and regulations.
6. Prohibition on Contact with Village Personnel: All contractors are prohibited from making any contact with the Village President, Village Trustees, or any other official or employee of the Village (collectively, “Village Personnel”) regarding this project, except as expressly permitted in this solicitation. The Village Manager reserves the right to disqualify any contractor found to have contacted Village Personnel in violation of this provision. Additionally, any prohibited



contact that may constitute a violation of 720 ILCS 5/33E-1 *et seq.* will be referred to the DuPage County State's Attorney for review and potential prosecution.

### **13. FINAL ACCEPTANCE**

All phases of work performed under this Contract shall be subject to approval by the Village Manager or the Village Manager's designee. Work that does not meet the standards and specifications set forth in the applicable Professional Services Agreement shall be corrected by the contractor at no additional cost to the Village.

In the event the contractor disputes require corrective action, the contractor shall submit a written explanation detailing the basis for the dispute within three (3) business days of receiving the notice. The Village Manager or the Village Manager's designee will review the documentation. The Village Manager's final determination shall be considered final and binding.

### **14. CONTRACTOR AND VILLAGE OVERSIGHT**

#### **A. Contractor Duties**

The contractor shall supervise and direct all work using the highest standards of skill and attention. The contractor shall be solely responsible for all construction methods, techniques, sequencing, coordination and procedures.

Unless otherwise specified in the contract documents, the contractor shall furnish all labor, materials, transportation, and services necessary for proper execution and completion of the work.

The contractor shall enforce strict discipline and good order among all personnel and shall ensure workers are qualified and fit for the assigned tasks. All work must be performed in a professional manner.

The contractor warrants that all work will be of high quality, free of defects, and in full compliance with contract documents. Any work not meeting these standards may be deemed defective.

The contractor shall be fully responsible to the Village for the acts and omissions of its employees, subcontractors, and any persons performing work under the contract.



## PROPOSAL

I/We hereby agree to provide to the Village services in accordance with the provisions, instructions, and specifications of the VILLAGE. The Proposal Form must be signed by an authorized agent. If a contractor is a corporation, the corporate seal must be affixed. The unit rate(s), proposed fee(s), and amount(s), date of signature, and any other relevant information must be stated.

The selected contractor shall be required to execute the Professional Services Agreement in substantially the form set forth below as Attachment X.

My signature certifies that the proposal, as submitted, complies with terms and conditions as set forth in this RFP.

The Undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices indicated, any or all the items above, subject to all instructions, conditions, specifications and attachments included herein. Failure to review all provisions of this solicitation shall not be grounds to modify any resulting contract or to support a request for additional compensation.

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

Authorized Signature: \_\_\_\_\_

Typed/Printed Name: \_\_\_\_\_

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

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

Telephone Number: \_\_\_\_\_



## **ATTACHMENTS**

**Attachment I – Respondent Certification**

**Attachment II -- Respondent Non-Collusion Certification**

**Attachment III – Tax Compliance Affidavit**

**Attachment IV – Organization of Proposing Firm**

**Attachment V – Respondent References**

**Attachment VI – Conflict of Interest**

**Attachment VII – Disqualifications of Certain Proposers**

**Attachment VIII – Notice of Award**

**Attachment IX- Contractor Certification**

**Attachment X– Professional Services Agreement**



**ATTACHMENT I.**  
**RESPONDENT CERTIFICATION**

RESPONDENT SIGNATURE: \_\_\_\_\_

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_)

TYPE NAME OF SIGNEE

being first duly sworn on oath deposes and says that the Respondent for this Proposal is organized as indicated below and that all statements herein made on behalf of such Respondent and that this deponent is authorized to make them, and also deposes and says that they have examined and carefully prepared the proposal from the Contract Exhibits and Specifications and has checked the same in detail before submitting this proposal; that the statements contained herein are true and correct.

Signature of Respondent authorizes the Village of Glen Ellyn to verify references of business and credit at its option.

Signature of Respondent shall also be acknowledged before a Notary Public or other person authorized by law to execute such acknowledgments.

Dated \_\_\_\_\_

(Seal - If Corporation)

\_\_\_\_\_  
Organization Name

By \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_.

- Notary Seal -

\_\_\_\_\_  
(Notary Public)



(a) Corporation

The Respondent is a corporation, which operates under the legal name of \_\_\_\_\_ and is organized and existing under the laws of the State of \_\_\_\_\_.

The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

The corporation does have a corporate seal. (In the event that this proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation which permits the person to execute the offer for the corporation.)

(b) Partnership

Name, signature, and addresses of all Partner

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The partnership does business under the legal name of \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

(c) Sole Proprietor

The Respondent is a Sole Proprietor whose full name is \_\_\_\_\_.

If the Respondent is operating under a trade name said trade name is \_\_\_\_\_ which name is registered with the office of \_\_\_\_\_ in the county of \_\_\_\_\_ in the state of \_\_\_\_\_.

Signed \_\_\_\_\_  
Sole Proprietor



**ATTACHMENT II. RESPONDENT NON-COLLUSION CERTIFICATION**

\_\_\_\_\_, as part of its contract on a contract for Traffic Engineering services located within Village corporate limits, referred to in whole as the “2026 Traffic Engineering Services” project, hereby certifies that said Respondent is not barred from proposing on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Compiled Statutes, 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4.

By submission of the proposal, each contractor and, in the case of a joint proposal, each party to the joint proposal certifies as to their own organization, that, in connection with the proposal:

- a) The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other contractor or with any competitor;
- b) Unless otherwise required by law, the prices quoted in the proposal have not knowingly been directly or indirectly disclosed to any other proposer or to any competitor prior to opening; and
- c) No attempt has been made or will be made by the proposer to induce any other person or firm to submit or withhold a proposal for the purpose of restricting competition. Also, each contractor shall submit a certification regarding compliance with Article 33 E-11 of the Illinois Criminal Code of 1961 [720 ILCS 5/33E-11].

By: \_\_\_\_\_  
(Authorized Agent of Respondent)

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2025.

- Notary Seal -

\_\_\_\_\_  
(Notary Public)

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ATTACHMENT III.  
TAX COMPLIANCE AFFIDAVIT**



\_\_\_\_\_, being first duly sworn,  
deposes and says:

\_\_\_\_\_  
that he/she is \_\_\_\_\_ of \_\_\_\_\_  
(partner, officer, owner, etc.)  
\_\_\_\_\_ (proposer selected)

The individual or entity making the foregoing proposal certifies that he/she is not barred from entering into an agreement with the Village of Glen Ellyn because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability for the tax or the amount of the tax. The individual or entity making the proposal understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

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

\_\_\_\_\_  
(name of proposer if the proposer is an individual)  
(name of partner if the proposer is a partnership)  
(name of officer if the proposer is a corporation)

The above statement must be subscribed and sworn to before a notary public.

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2025.

- Notary Seal -

\_\_\_\_\_  
(Notary Public)

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ATTACHMENT IV.**  
**ORGANIZATION OF PROPOSING FIRM**



**Please fill out the applicable section:**

**A. Corporation:**

The Contractor is a corporation, legally named \_\_\_\_\_ and is organized and existing in good standing under the laws of the State of \_\_\_\_\_. The full names of its Officers are:

President \_\_\_\_\_

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Registered Agent Name and Address: \_\_\_\_\_

The corporation has a corporate seal. (In the event that the proposal is executed by a person other than the President, attach hereto a certified copy of that section of Corporate By-Laws or other authorization by the Corporation that permits the person to execute the offer for the corporation.)

**B. Sole Proprietor:**

The Contractor is a Sole Proprietor. If the Contractor does business under an Assumed Name, the Assumed Name is \_\_\_\_\_, which is registered with the DuPage County Clerk. The Contractor is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01 *et. seq.*

**C. Partnership:**

The Contractor is a Partnership which operates under the name \_\_\_\_\_

The following are the names, addresses and signatures of all partners:

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

(Attach additional sheets if necessary.) If so, check here \_\_\_\_\_. If the partnership does business under an assumed name, the assumed name must be registered with the DuPage County Clerk and the partnership is otherwise in compliance with the Assumed Business Name Act, 805 ILCS 405/0.01, *et. seq.*



**D. Affiliates:** The name and address of any affiliated entity of the business, including a description of the affiliation: \_\_\_\_\_

\_\_\_\_\_  
Owner's Signature



**ATTACHMENT V.**  
**RESPONDENT REFERENCES**

Proposers shall furnish at least four (4) entities that have used the Contractor for similar services within the last three (3) years.

**REFERENCE 1:**

NAME OF ENTITY:

---

ADDRESS:

---

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---

WORK PERFORMED:

---

---

---

**REFERENCE 2:**

NAME OF ENTITY:

---

ADDRESS:

---

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---



WORK PERFORMED:

---

---

---

**REFERENCE 3:**

NAME OF ENTITY:

---

ADDRESS:

---

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---

WORK PERFORMED:

---

---

---

**REFERENCE 4:**

NAME OF ENTITY:

---

ADDRESS:

---

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---

WORK PERFORMED:

---



---

---

**REFERENCE 5 (OPTIONAL):**

NAME OF ENTITY:

---

ADDRESS:

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---

WORK PERFORMED:

---

---

---

**REFERENCE 6 (OPTIONAL):**

NAME OF ENTITY:

---

ADDRESS:

---

CONTACT:

---

PHONE AND EMAIL ADDRESS:

---

WORK PERFORMED:

---





**ATTACHMENT VI.**  
**CONFLICT OF INTEREST**

\_\_\_\_\_, hereby certifies that it is has investigated whether it has an actual or potential conflict with the Village of Glen Ellyn.

The Contractor certifies that it has disclosed any such actual or potential conflict of interest and acknowledges that if the contractor has not disclosed any actual or potential conflict of interest, the Village may disqualify the proposal.

\_\_\_\_\_  
(Name of authorized representative)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and sworn to  
before me this \_\_\_ day  
of \_\_\_\_\_, 2025.

- Notary Seal -

\_\_\_\_\_  
(Notary Public)

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*



**ATTACHMENT VII.  
DISQUALIFICATIONS OF CERTAIN PROPOSALS**

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer’s or employee’s official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the federal Sherman Anti-Trust Act and Clayton Act;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 *et seq.*;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

\_\_\_\_\_  
Signature of Authorized Representative

The above statements must be subscribed a sworn to before a notary public.

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2025.

- Notary Seal -

\_\_\_\_\_  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**ATTACHMENT VIII. NOTICE OF AWARD**



TO: \_\_\_\_\_  
(contractor)

\_\_\_\_\_  
(Address)

SERVICES DESCRIPTION:

The Village has considered the proposal submitted by you for the above described SERVICES in response to the Request for Proposals dated \_\_\_\_\_, 2025.

You are hereby notified that your PROPOSAL has been accepted for services in the amount of \$\_\_\_\_\_

You are required by the Instructions to Contractors to execute the Professional Services Agreement and furnish the required certificates of insurance within fifteen (15) calendar days from the date of this Notice to you.

If you fail to execute said Contract and to furnish said certificates and bond within fifteen (15) days from the date of this Notice, the Village will be entitled to consider all your rights arising out of the Village's acceptance of your PROPOSAL as abandoned. The Village will be entitled to such other rights as may be granted by law and the right to receive any security which may have been submitted with the Proposal.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the Village.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

Village of Glen Ellyn, Illinois  
By \_\_\_\_\_

\_\_\_\_\_  
Title

Acknowledged: \_\_\_\_\_

**ATTACHMENT IX.**  
**CONTRACTOR CERTIFICATION**



\_\_\_\_\_, having been first duly sworn depose states as follows:  
(Officer or Owner)

\_\_\_\_\_, having submitted a proposal for:  
Traffic Engineering Services to the Village of Glen Ellyn, hereby certifies that said contractor:

1. Has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A) (4).
2. Is not delinquent in the payment for any tax administered by the Illinois Department of Revenue, or if it is:
  - a. It is contesting its liability for the tax or the amount in accordance with procedures established by the approved Revenue Act; or
  - b. It has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
(Officer or Owner)

Subscribed and sworn to  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 2025.

- Notary Seal -

\_\_\_\_\_  
Notary Public



**Attachment X. PROFESSIONAL SERVICES AGREEMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(SAMPLE ONLY - Do not sign)**

**THIS PROFESSIONAL SERVICES AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2026, between the Village of Glen Ellyn, an Illinois home rule municipal corporation (hereinafter referred to as the “Village”), and \_\_\_\_\_, a \_\_\_\_\_ (hereinafter referred to as the “Contractor”).

**RECITALS**

**WHEREAS**, the Village intends to have Traffic Engineering Services performed by the Contractor pursuant to the Village’s Request for Proposals dated \_\_\_\_\_ (hereinafter referred to as “RFP”), attached hereto and incorporated herein by reference, and the Contractor’s Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference; and

**WHEREAS**, the Contractor has represented to the Village that it has the necessary expertise to provide the services as described in the RFP (hereinafter referred to as the “Services”); and

**WHEREAS**, the Contractor has expressed its willingness to furnish its services subject to the terms and conditions set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

**1. RECITALS INCORPORATED.**

1.1. The above recitals are incorporated herein as though fully set forth.

**2. SERVICES OF CONTRACTOR AND TERM OF AGREEMENT.**

2.1. The Contractor shall provide the services set forth in the Contractor’s Proposal (hereinafter referred to as the “Proposal”) after receiving written authorization by the Village. The Village shall approve the use of subcontractors by the Contractor to perform any of the Services that are the subject of this Agreement.

2.2. The Contractor shall submit to the Village all reports, documents, data, and information set forth in the Village’s RFP in a format customarily used in the industry. The Village shall have the right to require such corrections as may be reasonably necessary to make any required submittal conform to this



Agreement. The Contractor shall be responsible for any delay in the Services to be provided pursuant to this Agreement due to the Contractor's failure to provide any required submittal in conformance with this Agreement.

2.3. In case of a conflict between the provisions of the Contractor's Proposal and the Village's RFP and/or this Agreement, this Agreement and the Village's RFP shall control to the extent of such conflict.

2.4. Village Authorized Representative. The Village's Manager or the Village Manager's designee shall be deemed the Village's authorized representative for purposes of this Agreement, unless applicable law requires action by the Corporate Authorities, and shall have the power and authority to make or grant or do those things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Village and with the effect of binding the Village as limited by this Agreement. The Contractor is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Village as having been properly and legally given by the Village. The Village shall have the right to change its authorized representative by providing the Contractor with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.5. Contractor's Authorized Representative. In connection with the foregoing and other actions to be taken under this Agreement, the Contractor hereby designates \_\_\_\_\_ as its authorized representative who shall have the power and authority to make or grant or do all things, certificates, requests, demands, approvals, consents, notices and other actions required that are ministerial in nature or described in this Agreement for and on behalf of the Contractor and with the effect of binding the Contractor. The Village is entitled to rely on the full power and authority of the person executing this Agreement on behalf of the Contractor as having been properly and legally given by the Contractor. The Contractor shall have the right to change its authorized representative by providing the Village with written notice of such change which notice shall be sent in accordance with Section 19 of this Agreement.

2.6 The Contractor shall be an independent contractor to the Village. The Contractor shall solely be responsible for the payment of all salaries, benefits and costs of supplying personnel for the Services. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Contractor. The Contractor's services under this Agreement are being performed solely for the Village's benefit, and no other party or entity shall have any claim against the Contractor because of this Agreement or the performance or nonperformance of services hereunder.



### **3. COMPENSATION FOR SERVICES.**

- 3.1. The Village shall compensate Contractor for the Services as set forth pursuant to the Contractor's Proposal in an amount not to exceed \$\_\_\_\_\_. The Contractor shall be paid not more frequently than once each month ("Progress Payments"). Payments shall be made within sixty (60) days of receipt by the Village of a pay request/invoice from the Contractor. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*, except as set forth herein.
- 3.2. The Village may, at any time, by written order, make changes regarding the general scope of this Agreement in the Services to be performed by the Contractor. If such changes cause an increase or decrease in the amount to be paid to the Contractor or time required for performance of any Services under this Agreement, whether changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which additional compensation will be charged by the Contractor shall be furnished without the written authorization of the Village.
- 3.3. The Contractor shall, as a condition precedent to its right to receive a progress payment, submit to the Village an invoice accompanied by such receipts, vouchers, and other documents as may be necessary to establish costs incurred for all labor, material, and other things covered by the invoice and the absence of any interest, whether in the nature of a lien or otherwise, of any party in any property, work, or fund with respect to the Services performed under this Agreement. In addition to the foregoing, such invoice shall include: (a) employee classifications, rates per hour, and hours worked by each classification, and, if the Services are to be performed in separate phases, for each phase; (b) total amount billed in the current period and total amount billed to date, and, if the Services are to be performed in separate phases, for each phase; and (c) the estimated percent completion, and, if the Services are to be performed in separate phases, for each phase.
- 3.4. Notwithstanding any other provision of this Agreement and without prejudice to any of the Village's rights or remedies, the Village shall have the right at any time or times to withhold from any payment such amount as may reasonably appear necessary to compensate the Village for any actual or prospective loss due to: (1) services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete; (2) damage for which the Contractor is liable under this Agreement; (3) claims of subcontractors, suppliers, or other persons performing Contractor's Services; (4) delay in the progress or completion of the Services; (5) inability of the



Contractor to complete the Services; (6) failure of Contractor to properly complete or document any pay request; (7) any other failure of the Contractor to perform any of its obligations under this Agreement; or (8) the cost to the Village, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of the Village's remedies set forth in this Agreement. The Village must notify the Contractor of cause for withholding within fourteen (14) days of the Village's receipt of an invoice.

- 3.5. The Village shall be entitled to retain all amounts withheld pursuant to this Agreement until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the Village. The Village shall be entitled to apply any money withheld or any other money due the Contractor under this Agreement to reimburse itself for all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the Village and chargeable to the Contractor under this Agreement.

#### **4. TERM AND TERMINATION.**

- 4.1. This Agreement shall be for a six (6) month term beginning 12:01 a.m. on February 1, 2026 through 11:59 p.m. on August 1, 2026.
- 4.2. This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party. The Village may terminate this Agreement, in whole or in part, for its convenience. No such termination shall be effective unless the terminating party gives the other party not less than ten (10) calendar day's written notice pursuant to Section 19 below of its intent to terminate.
- 4.3. If this Agreement is terminated by either party, the Contractor shall be paid for Services performed to the effective date of termination, including reimbursable expenses. In the event of termination, the Village shall receive reproducible copies of drawings, specifications and other documents completed by the Contractor pursuant to this Agreement.

#### **5. INDEMNIFICATION.**

- 5.1. The Contractor shall, without regard to the availability or unavailability of any insurance, either of the Village or the Contractor, indemnify, save harmless, and defend the Village, its officers, officials, employees, agents, and volunteers against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with the Contractor's



performance of, or failure to perform, the Services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of the Contractor, but only to the extent caused by the negligence of the Contractor or its subcontractors or their respective employees.

**6. INSURANCE.**

6.1. The Contractor shall at the Contractor's expense secure and maintain in effect throughout the duration of this Agreement, insurance of the following kinds and limits set forth in this Section 6. The Contractor shall furnish Certificates of Insurance to the Village before starting work or within ten (10) days after the notice of award of the Agreement, whichever date is reached first. All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of at least A according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the Village. This provision shall also be stated on each Certificate of Insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." The Contractor shall require any of its subcontractors to secure and maintain insurance as set forth in this Section 6 and indemnify, hold harmless and defend the Village, its officers, officials, employees, agents, and volunteers as set forth in this Agreement.

6.2. The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

**(A) Commercial General Liability:**

i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.

ii. Limits:

General Aggregate

\$ 2,000,000.00

Each Occurrence

\$ 2,000,000.00

Personal Injury

\$

2,000,000.00

iii. Coverage for all claims arising out of the Contractor's operations or premises, anyone directly or indirectly employed by the Contractor.

**(B) Professional Liability:**





6.4. The Contractor understands and agrees that, except as to professional liability, any insurance protection required by this Agreement or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village, its officers, officials, employees, agents and volunteers as herein provided. The Contractor waives and shall have its insurers waive, its rights of subrogation against the Village and its officers, officials, employees, agents and volunteers.

**7. SUCCESSORS AND ASSIGNS.**

7.1. The Village and the Contractor each bind themselves and their partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Except as above, neither the Village nor the Contractor shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may not be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the Village and the Contractor.

**8. FORCE MAJEURE.**

8.1. Neither the Contractor nor the Village shall be responsible for any delay caused by any contingency beyond their control, including, but not limited to acts of nature, war or insurrection, strikes or lockouts, walkouts, fires, natural calamities, riots or demands or requirements of governmental agencies.

**9. AMENDMENTS AND MODIFICATIONS.**

9.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representative of the Village and the authorized representative of the Contractor.

**10. STANDARD OF CARE.**

10.1. The Contractor is responsible for the quality, technical accuracy, timely completion, and coordination of all Services furnished or required under this Agreement and shall endeavor to perform such Services with the same skill and judgment which can be reasonably expected from similarly situated professionals.



- 10.2. The Contractor shall promptly make revisions or corrections regarding its Services resulting from its errors, omissions, or negligent acts without additional compensation. The Village's acceptance of any of the Contractor's Services shall not relieve Contractor of its responsibility to subsequently correct any such errors or omissions, provided the Village notifies Contractor thereof within one (1) year of completion of Contractor's Services.
- 10.3. The Contractor shall respond to the Village's notice of any errors and/or omissions within seven (7) days of written confirmation by the Contractor of the Village's notice. Such confirmation may be in the form of a facsimile confirmation receipt by the Village, or by actual hand delivery of written notice by the Village to the Contractor.
- 10.4. The Contractor shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.
- 10.5. The Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, and other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including, but not limited to, the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* The Contractor shall also comply with all conditions of any federal, state, or local grant received by the Village or Contractor with respect to this Agreement.
- 10.6. The Contractor shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its subcontractors' performance of, or failure to perform, the Services required pursuant to this Agreement or any part thereof.

## **11. DOCUMENTS AND BOOKS AND RECORDS.**

- 11.1. Reports, examinations, information, observations, calculations, notes and any other reports, documents, data or information, in any form, prepared, collected,



or received by the Contractor in connection with any or all of the Services to be provided pursuant to this Agreement (“Documents”) shall be and remain the property of the Village upon completion of the Services and payment to Contractor all amounts then due under this Agreement. At the Village’s request, or upon termination of this Agreement, the Documents shall be delivered promptly to the Village. Contractor shall have the right to retain copies of the Documents for its files. Contractor shall maintain files of all Documents unless the Village shall consent in writing to the destruction of the Documents, as required herein.

- 11.2. The Contractor’s Documents and records pursuant to this Agreement shall be maintained and made available during performance of the Services under this Agreement and for three (3) years after completion of any Services. Contractor shall give notice to the Village of any Documents to be disposed of or destroyed and the intended date after said period, which shall be at least ninety (90) days after the effective date of such notice of disposal or destruction. The Village shall have ninety (90) days after receipt of any such notice to give notice to Contractor not to dispose of or destroy said Documents and to require the Contractor to deliver same to the Village, at the Village’s expense. The Contractor and any subcontractors shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. All books, records and supporting documents related to this Agreement shall be available for review and audit by the Village and the federal funding entity, if applicable, and the Contractor agrees to cooperate fully with any audit conducted by the Village and to provide full access to all materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the Village for recovery of any funds paid by the Village under this Agreement for which adequate books, records and supporting documentation are not available to support their purported disbursement. The Contractor shall make the Documents available for the Village’s review, inspection and audit during the entire term of this Agreement and three (3) years after completion of the Services as set forth herein and shall fully cooperate in responding to any information request pursuant to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.* by providing all responsive documents to the Village.
- 11.3. The Contractor shall have the right to include among Contractor’s promotional and professional materials those drawings, renderings, other design documents and other work products that are prepared by the Contractor pursuant to this Agreement (collectively “Work Products”). The Village shall provide professional



credit to Contractor in the Village's development, promotional and other materials which include the Contractor's Work Products.

- 11.4. The Contractor shall furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (5 ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after the Village issues notice of such request to the Contractor. The Contractor shall not apply any costs or charge any fees to the Village regarding the procurement of records required pursuant to a FOIA request. Contractor agrees to defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for the Village to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from the Contractor's actual or alleged violation of the FOIA, or the Contractor's failure to furnish all documentation related to a request within five (5) days after the Village issues notice of a request. Furthermore, should the Contractor request that the Village utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, The Contractor shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. Contractor shall defend, indemnify, and hold harmless the Village, and its officers, officials, employees, agents, and volunteers, and shall pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by the Contractor's request to utilize a lawful exemption to the Village.

## **12. CONFIDENTIAL INFORMATION**

- 12.1 The Contractor shall not disclose all proprietary and/or confidential information provided by the Village that is so marked or identified by the Village or as otherwise provided law that is received by the Contractor while providing services to the Village without the prior written consent of an authorized representative of the Village or as required by law.
- 12.2. The Contractor shall always use all reasonable precautions to assure that all proprietary and/or confidential information is properly protected and kept from unauthorized persons.
- 12.3. Upon termination of this Agreement, the Contractor shall return to the Village all written, taped, or other descriptive matter, including, but not limited to drawings



and diagrams, descriptions, and other papers and documents provided to the Contractor by the Village in connection with the services rendered under this Agreement which may contain proprietary and/or confidential information. The obligations set forth in this Section 12 shall survive the termination or expiration of this Agreement.

**13. SAVINGS CLAUSE.**

13.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of it requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

**14. NON-WAIVER OF RIGHTS.**

14.1. No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

14.2. This Agreement shall not prohibit Contractor from providing services to any other public or private entity or person. If the Contractor provides Services to a public or private entity or person, the Village, at its sole discretion, may determine that such Services conflict with a service to be provided to the Village by Contractor, and the Village may select another Contractor to provide such Services as the Village deems appropriate.

**15. THE VILLAGE'S REMEDIES.**

15.1. If it should appear at any time prior to payment for Services provided pursuant to this Agreement that the Contractor has failed or refused to prosecute, or has delayed in the prosecution of, the Services to be provided pursuant to this Agreement with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has attempted to assign this Agreement or the Contractor's rights under this Agreement, either in whole or in part, or has falsely made any representation or warranty, or has otherwise failed, refused, or delayed to perform or satisfy any other requirement of this Agreement or has failed to pay its debts as they come due ("Event of Default"), and has failed to cure, or has reasonably commenced to cure any such Event of Default within fifteen business days after Contractor's receipt of written notice of such Event of Default, then the Village shall have the right, at its election and



without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

- 15.1.1. The Village may require the Contractor, within such reasonable time as may be fixed by the Village, to complete or correct all or any part of the Services that are defective, damaged, flawed, unsuitable, nonconforming, or incomplete and to take any or all other action necessary to bring the Contractor and the Services into compliance with this Agreement;
  - 15.1.2. The Village may accept the defective, damaged, flawed, unsuitable, nonconforming, incomplete, or dilatory Services or part thereof and make an equitable reduction;
  - 15.1.3. The Village may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement except for amounts due for Services properly performed prior to termination;
  - 15.1.4. The Village may withhold any payment from Contractor, whether previously approved, or may recover from Contractor all costs, including attorneys' fees and administrative expenses, incurred by the Village as the result of any Event of Default or because of actions taken by the Village in response to any Event of Default; or
  - 15.1.5. The Village may recover any damages suffered by the Village because of Contractor's Event of Default.
- 15.2. In addition to the above, if the Contractor fails to complete any required Services pursuant to this Agreement, the Village shall be entitled to liquidated damages in the amount of five hundred dollars (\$500.00) per day for each day the Services remains uncompleted. This amount is not a penalty, and the parties agree to said amount given the difficulties associated with determining or calculating damages to the Village in the event the required Services are not completed on time.

**16. NO COLLUSION.**

- 16.1. The Contractor hereby represents and certifies that Contractor is not barred from contracting with a unit of state or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless Contractor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of the tax, as set forth in 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Contractor hereby represents that the only persons, firms, or



corporations interested in this Agreement are those disclosed to the Village prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Contractor has in procuring this Agreement, colluded with any other person, firm, or corporation, then the Contractor shall be liable to the Village for all loss or damage that the Village may suffer thereby, and this Agreement shall, at the Village's option, be null and void and subject to termination by the Village.

**17. ENTIRE AGREEMENT.**

17.1. This Agreement sets forth all the covenants, conditions and promises between the parties, and it supersedes all prior negotiations, statements or agreements, either written or oral, regarding its subject matter. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

**18. GOVERNING LAW AND VENUE.**

18.1. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

18.2. Venue for any action pursuant to this Agreement shall be in the Circuit Court of Cook County, Illinois.

**19. NOTICE.**

19.1. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, by personal service, or email transmission to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the Village:

Mark Franz, Village Manager  
Village of Glen Ellyn  
535 Duane Street  
Glen Ellyn, Illinois 60137  
Email: [mfranz@glenellyn.org](mailto:mfranz@glenellyn.org)

If to the Contractor:



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Email: \_\_\_\_\_

19.2. Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

19.3. Notice by email transmission shall be effective as of date and time of transmission, provided that the notice transmitted shall be sent on business days during business hours (9:00 a.m. to 5:00 p.m. Chicago time). In the event email notice is transmitted during non-business hours, the effective date and time of notice is the first hour of the first business day after transmission.

**20. HEADINGS AND TITLES.**

20.1. The headings and titles of any provisions of this Agreement are for convenience or reference only and are not to be considered in construing this Agreement.

**21. COUNTERPARTS; FACSIMILE OR PDF/MAIL SIGNATURES.**

21.1. This Agreement shall be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

21.2. A facsimile or pdf/email copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

**22. EFFECTIVE DATE.**

22.1. As used in this Agreement, the Effective Date of this Agreement shall be February 1, 2026.

**23. AUTHORIZATIONS.**

23.1. The Contractor's authorized representatives who have executed this Agreement warrant that they have been lawfully authorized by the Contractor's board of directors or its by-laws to execute this Agreement on its behalf. The Village Manager and Village Clerk warrant that they have been lawfully authorized to execute this Agreement. The Contractor and the Village shall deliver upon request to each other copies of all articles of incorporation, bylaws, resolutions, ordinances or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.



**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK-  
SIGNATURE PAGE FOLLOWS]**



**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the dates set forth below.

**VILLAGE OF GLEN ELLYN**

**CONTRACTOR**

\_\_\_\_\_  
By: Mark Franz  
Its: Village Manager

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

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026

**ATTEST**

**ATTEST**

\_\_\_\_\_  
By: Caren Cosby  
Its: Village Clerk

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

Date: \_\_\_\_\_, 2026

Date: \_\_\_\_\_, 2026



**Glen Ellyn Capital  
Improvements Commission**  
535 Duane Street  
Glen Ellyn, IL 60137

Meeting 12/10/2025 7:00 PM  
Department: Public Works - Internal Services  
Department Head: John Hubsy  
Category: Report  
Prepared By: Richard Daubert

**AGENDA ITEM (ID # 2025-  
1023)**

**DOC ID: 2025-1023**

## **Engineering Division Project Activity Report December 5, 2025**

### **Statement of the Issue:**

The December 5, 2025 Engineering Division Project Activity Report is attached for review by the Capital Improvements Commission.

### **Analysis:**

### **Budget Impact:**

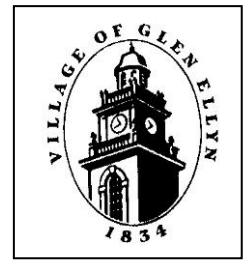
### **Contribution to Strategic Plan**

### **Action Requested:**

### **Attachments:**

1. Engineering Project Report 12-5-25

December 5, 2025



## **ENGINEERING DIVISION PROJECT ACTIVITY REPORT**

### **CONSTRUCTION PROJECTS IN PROGRESS**

#### **CRESCENT-GLENWOOD PARKING LOT AND MEDIAN REHABILITATION –** **Contractor: Abbey Construction** (Value of Construction Contract = \$1,208,252.93)

This project involves the resurfacing and modest reconfiguration of the parking lot along with reconstruction of the north side median with addition of new trees and other plantings, and the addition of new parking lot lighting.

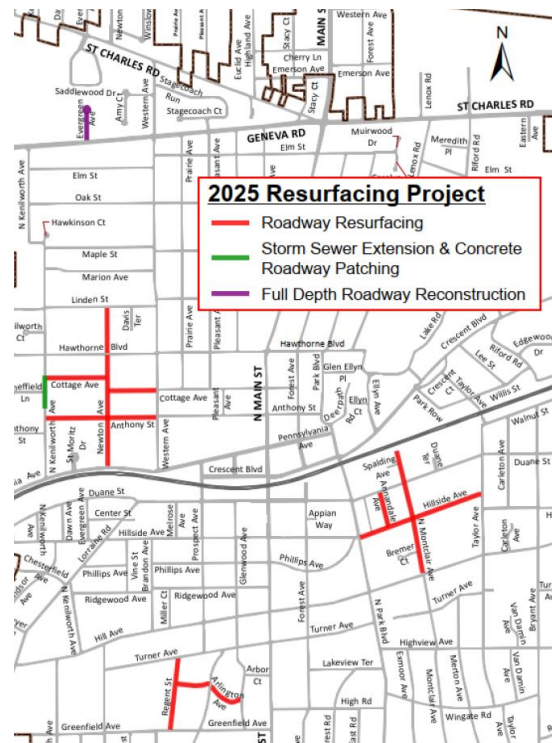
The parking lot project is nearly complete and the lot has been fully opened. Since the last report, the irrigation system was installed. The final elements include installation of new decorative street lighting, removal of the temporary lighting poles and then minor concrete work at a few of the temp pole locations, installation of some handrail at the southeast corner of the lot, and then installation of the perennial plantings.

The remaining light pole components have been shipped and are anticipated to arrive the week of December 8. The electrical subcontractor will then be scheduling the installation. The minor remaining concrete work around the temporary light poles will likely occur in the spring due to the light pole fabrication delay and the early onset of winter. The perennial plantings will also occur in the spring.

**2025 MFT/Rebuild Illinois Street Resurfacing Project – Contractor: A Lamp Concrete Contractors**

(Project No. 25001; Value of Construction Contract = \$3,052,075.77)

This project involves utility and roadway improvements along approximately 2.4 centerline miles of streets shown in the location map to the right. The project was substantially completed, including sodding, in September and is now proceeding to final payment. The contract is anticipated to be closed out approximately \$438,600 under the awarded amount. Providing some context, many pay items were generally at or slightly under the award amount however, base patching and sodding were far under the award amount and correspond with approximately \$200,000 of the savings.



**2025 UTILITY AND ROADWAY IMPROVEMENTS PROJECT DESIGN – Contractor: John Neri Construction Company**

(Project No. 25002; Value of Construction Contract = \$4,568,404.95)

The contractor substantially completed all utility, concrete curb and flatwork, parkway restoration, and street paving work within the Grandview/May/Revere/Lowell/Valley area of the project in September. Underground work was completed on Traver in early October, with roadway building being completed throughout October. Melrose and Traver were then paved by the week of October 27<sup>th</sup> and sodding was completed by October 31<sup>st</sup>. Punchlist work is being verified as weather allows, so that the project can be closed out. Final quantities have been agreed upon, with the contract anticipated to be closed out approximately \$12,900 under the awarded amount.

**CBD STREETSCAPE AND UTILITY IMPROVEMENTS – Phase 1 – Contractor: A Lamp Concrete Contractors**

(Project No. 15006; Value of Construction Contract = \$5,704,293)

The sole smaller remaining item in the Phase 1 area is completion of a remaining electrical item at 504 Hillside (in coordination with ComEd and Nicor). Due to the early onset of winter, this project will likely be pushed to the spring.

The big item that had been remaining in the Phase 1 area was the sanitary sewer replacement, storm sewer work, and pavement reconstruction in the Main Street alley (west of Main, south of

Duane). After significant struggles with the existing underground sanitary sewer as documented in previous reports (too close to buildings and too close to ComEd pole to be able to excavate even with ComEd pole bracing, inability to televise due to smaller 6-inch pipe size and shift in alignment) the remaining segments of the underground were finally able to be televised after a spot repair to the sewer and the installation of several new cleanouts at spot locations. The televising revealed that the existing pipe, for all its intricacies, is stable and without significant defects after the spot repair. This negated the need for an extensive effort to fully replace the remainder of the sanitary sewer (i.e. work with ComEd to relocate the existing alley poles, underground all existing aerial lines through the alley). The determination was made to proceed with the installation of the new storm sewer and complete the new concrete alley surface.

The storm sewer and alley reconstruction work is now complete and the alley re-opened. The intent is to line the existing 6-inch sanitary sewer that was left in place. However, this lining will likely occur coincident with a future Village sewer lining project for cost efficiency.



**Duane-Main Alley concrete pour**

**CBD STREETSCAPE AND UTILITY IMPROVEMENTS – Phase 2-3 – Contractor: A Lamp Concrete Contractors**

(Project No. 15006; Value of Construction Contract = \$16,298,499)

The majority of the remaining punchlist items have now been completed, including the remaining concrete replacement work. Still to be completed are various brick paver items including the installation of brick pavers at the southwest corner of Main/Anthony where an ADA curb ramp

was added as part of the recent concrete work, and the replacement of the porous brick scattered throughout the Phase 2/3 area furniture zones. This latter work has been awaiting final agreement between the contractor and the supplier for the new brick supply and labor reimbursement, and was hoped to occur after Thanksgiving. However, given the snowfall and the cold temperatures, the work may end up occurring in the spring. The southwest corner of Main/Anthony may need temporary cold patch application until bricks can be installed.

**2024 UTILITY AND ROADWAY IMPROVEMENTS – Contractor: John Neri Construction**

(Final Value of Construction Contract = \$13,085,394)

Construction was largely completed last November. As part of the punchlist, portions of Forest Avenue and High Avenue were re-paved at the Contractor's expense to address some deficiencies the week of August 11<sup>th</sup>. A handful of remaining work items including isolated sod placement, landscaping installation, and culvert epoxy injection at Glen Crest creek were completed this spring. All remaining landscaping and punchlist items were completed in November, with final invoicing anticipated to occur in the following weeks. The contract is set to be closed out approximately \$65,500 under the awarded contract amount.

**OTHER AGENCY PROJECTS**

**Butterfield Road Reconstruction (IDOT)**

The State continues to advance its project to reconstruct Butterfield Road from 700 feet west of Arboretum Drive to I-355. The project involves complete reconstruction of IL-56 with the end deliverable being 3 through travel lanes in each direction from Route 53 to IL-355. The intersection of IL-56 and IL-53 will also be improved with all approaches to the intersection to have dual left- turn lanes and exclusive right-turn lanes. The intersection improvements will extend north and south along IL-53 with the State continuing to work through the design process for future reconstruction of IL-53 down to Park Boulevard.

The project will also include the construction of a 10-foot-wide shared use bicycle path on the north side of IL-56 between Arboretum Drive and Lloyd Avenue. As part of the shared use path construction, a new pedestrian bridge will be constructed over the East Branch of the DuPage River. New sidewalks will also be constructed along the west side of IL-53 from the southern Walmart entrance to Pinegrove Court and along the south side of IL-56 from the Abbington to IL-53.

Bridgework is now underway at IL-56 and the East Branch of the DuPage River. The week of December 8<sup>th</sup> through December 12<sup>th</sup>, ComEd work will necessitate westbound IL-56 being reduced to one lane.

**Roosevelt Road Bridge Repair (Over IL-53/West of Baker Hill Drive (IDOT)**

This IDOT project involves reconstructing the joints at each end of the bridge, partial and full depth bridge deck and abutment repairs, overlaying the bridge with a latex modified concrete, asphalt overlay of ~40' of the concrete pavement approaching the bridge, sidewalk replacement, railing/fencing replacement, guardrail replacement, and other various items of work.

The project is now substantially complete and all lanes of Roosevelt Road and Route 53 have been reopened. The minor remaining work includes maintenance transfer of the Roosevelt/Baker Hill signals, some temporary pavement marking removal, installation of some median signs, and other small punchlist items.

**Route 53 Resurfacing from Bemis Road to ~ 400' south of Pershing Avenue (IDOT)**

This IDOT project consists of pavement patching, milling of the asphalt surface, placing new binder and surface course, replacing aggregate shoulders with asphalt shoulders, drainage structures adjustment and cleaning, placement of pavement markings, sidewalk ADA improvements, detector loops replacement, and incidental and collateral work necessary to complete the improvement.

The resurfacing project is now substantially complete with the only remaining items being some adjacent tree removal that could not occur until after November, and minor punchlist items including some shoulder grading.

**Route 53 Resurfacing from Baker Hill Drive to just south of Saint Charles Road**

This IDOT project consists of pavement patching, milling of the asphalt surface, placing new binder and surface course, replacing aggregate shoulders with asphalt shoulders, drainage structures adjustment and cleaning, placement of pavement markings, sidewalk ADA improvements, detector loops replacement, and incidental and collateral work necessary to complete the improvement.

IDOT submitted final plans for this project to Village staff on October 4, requesting that the Village review said plans for utility conflicts and other applicable feedback. Staff provided comments back to IDOT on October 30<sup>th</sup>. The project is scheduled to be competitively bid by the State in January with construction planned for 2026. However, staff did comment to the State that they should consider coordinating this project with the Route 53/Spring Traffic Signal Installation project noted below.

**Route 53/Spring Avenue Traffic Signal Installation and APS Pushbuttons at IL-38/Nicoll (IDOT)**

IDOT was working through the design of a project involving the replacement of the temporary cable hung (trombone) traffic signal equipment at Route 53 and Spring Avenue, along with the replacement of the the pedestrian pushbuttons at IL-38 and Nicoll Way/Ave with Accessible Pedestrian Signal (APS) pushbuttons. However, the two elements of the project were split into two separate projects.

The Route 53/Spring Avenue project is still in design. The project proposes to install all new permanent traffic signal equipment including a new controller cabinet and electrical service, post and mast arm mounted signal heads, accessible pedestrian signals, and sidewalk ADA improvements. The State is reviewing Village staff's request that the project be communicated to residents within a logical vicinity of the intersection of 53/Spring. Staff provided sample

notification letters to IDOT along with a phone conversation as to outline communication expectations.

Meanwhile, the IL-38/Nicoll Way/Ave APS project was folded into another traffic signal modernization contract with four other intersections around the region. That project was let on September 19<sup>th</sup> and a preconstruction meeting has been scheduled for December 8<sup>th</sup> with an anticipated start of construction on in March of 2026.

**East Branch DuPage River Trail (DuPage County)**

DuPage County is leading this exciting project involving the construction of a regional north south bike-ped trail with Christopher B. Burke Engineering Limited (CBBEL) completing the preliminary engineering work for the project. Information on the project can be found at [www.ebdrtr.com](http://www.ebdrtr.com). Staff from DuPage County, Glen Ellyn, Glenbard Wastewater Authority (GWA), Lombard, DuPage County, and CBBEL recently met to discuss the project status as well as to review specific technical aspects of project.

**ENGINEERING PROJECTS**

**2026 UTILITY AND ROADWAY IMPROVEMENTS PROJECTS – Engineer: AECOM**

This project involves the rehabilitation of approximately 4.6 centerline miles of Village Streets. The scope of work varies from resurfacing to complete street reconstruction including the full gamut of underground sewer and water infrastructure. Staff has reviewed preliminary plans, specifications, and cost estimates and provided comments to the design engineer the week of November 24<sup>th</sup>. The project is targeted to be advertised for bid in mid-January, which would correspond with a late-February contract award.

**LAMBERT ROAD FEDERAL AID PROJECT – Engineer: AECOM**

This project involves the rehabilitation of approximately 1.5 miles of Lambert Road between the southern Village Limit (Near Woodcroft Drive and Lambert Road) and Roosevelt Road. The scope of work generally includes spot sidewalk replacement, spot curb replacement, driveway approach replacement, milling and resurfacing of the roadway, line striping, installation of recessed pavement reflectors, and parkway lawn restoration. The Village has secured \$1,201,306 in Federal Funding for Construction and Construction Engineering Services for the project. Construction Engineering Services were procured through a Qualification Based Selection Process with Primera Engineers retained for the assignment in an amount not-to-exceed \$126,244.

IDOT conducted the bid opening for the project on November 7, 2025 with the apparent low bid being submitted by K-Five Construction Corporation of Westmont, Illinois in the amount of \$1,759,308.62. Bid results are summarized as follows:

<b>Lambert Road Bid Opening 11/7/2025</b>	
<b>Contractor</b>	<b>Bid Amount</b>
K-Five Construction Corporation	\$1,759,308.62
Schroeder Asphalt Services, Inc.	\$1,932,776.35

Everlast Blacktop, Inc.	\$1,938,381.94
R.W. Dunteman Company	\$1,940,500.00
Plote Construction, Inc.	\$1,991,036.21
A Lamp Concrete Contractors, Inc.	\$2,114,907.00

At the time the joint funding agreement was presented to the Village Board (September 22, 2025), staff estimated the project bid would be \$2,100,000 (\$2,226,244 with construction engineering).

The total of the Construction Contract Bid of \$1,759,308.62 and the Construction Engineering Agreement of \$126,244 is \$1,885,552.62. While the Village’s grant for Lambert Road is \$1,201,306 the grant cannot exceed 60% of the cost for construction and construction engineering; hence the grant is effectively reduced to \$1,131,331.57. This means the Village’s share for construction and construction engineering as bid will be \$754,221.05. The as-constructed contract value and Village share will deviate as they are based on the actual work performed in the field. At the time the joint funding agreement was presented to the Village Board, it was estimated that the Village’s share for the project would be \$1,024,938 (i.e. as bid amount is ~\$270,717 lower). Staff accordingly deemed the bid acceptable and consistent with the joint funding/engineering agreement memo and board presentation, staff directed the State to award the contract to K-Five as the bid was not objectionable. The State awarded the contract to K-Five on December 4, 2025.

**RIFORD ROAD FEDERAL AID PROJECT – Engineer: AECOM**

This project involves the rehabilitation of approximately 0.5 miles of Riford Road between Crescent Boulevard and St. Charles Road. The scope of work generally includes spot sidewalk replacement, spot curb replacement, spot driveway approach replacement, milling and resurfacing of the roadway, line striping, and parkway lawn restoration. The Village has secured \$338,788 in Federal Funding for Construction and Construction Engineering Services for the project. Construction Engineering Services were procured through a Qualification Based Selection Process with Primera Engineers retained for the assignment in an amount not-to-exceed \$81,700.

IDOT conducted the bid opening for the project on November 7, 2025 with the apparent low bid being submitted by Schroeder Asphalt Services of Huntley, Illinois in the amount of \$603,175.13. Bid results are summarized as follows:

<b>Riford Road Bid Opening 11/7/2025</b>	
<b>Contractor</b>	<b>Bid Amount</b>
Schroeder Asphalt Services, Inc.	\$603,175.13
Everlast Blacktop Inc.	\$611,004.07
R.W. Dunteman Company	\$622,700
K-Five Construction Corporation	\$643,460.20
A Lamp Concrete Contractors, Inc.	\$668,977.13
Plote Construction, Inc.	\$767,227.19

At the time the joint funding agreement was presented to the Village Board (September 22, 2025), staff estimated the project bid would be \$600,000 (\$681,700 with construction engineering).

The total of the Construction Contract Bid of \$603,175.13 and the Construction Engineering Agreement of \$81,700 is \$684,875.13. Subtracting the grant amount of \$338,788, the Village share for the project as bid, including engineering, is \$346,087.13. The as-constructed contract value and Village share will deviate as they are based on the actual work performed in the field. At the time the joint funding agreement was presented to the Village Board, staff estimated that the Village's share for the project would be \$342,912 (i.e. as bid amount is ~\$3,175 higher). Staff accordingly deemed the bid acceptable and consistent with the joint funding/engineering agreement memo and board presentation, staff directed the State to award the contract to Schroeder Asphalt as the bid was not objectionable. The State awarded the contract to Schroeder Asphalt Services on December 4, 2025.

**HILL AVENUE UTILITY IMPROVEMENTS – Engineer: Walter E. Deuchler Associates**  
(Project No. 00511)

This project involves the construction of sanitary sewer and water distribution system improvements on Hill Avenue between Golf Avenue and the East Branch of the DuPage River. The improvements will ultimately result in the Village's water main being continuous and looped along both Hill Avenue and Crescent Boulevard. Also, this will allow the Village to serve the fronting properties on Hill Avenue with potable water service.

Easement documentation was prepared for the Elliot Construction property with the documents signed by the respective party. A similar easement is needed on the north side of Hill Avenue; staff has met with the property owner to review draft easement documents. Most recently, staff evaluated an alternative corridor that the property owner requested and a follow up meeting was held with the property owner and his attorney to discuss the complications of an alternative alignment for the utilities. Having said that, staff was able to identify an opportunity to reduce the footprint of the easement which was of interest to the property owner. Next step is to revise the design plans to align with the revised easement. Other various comments will also need to be addressed by the Engineer. This will allow the project design to ultimately be finalized, easements secured, permits amended or refreshed, and project to be competitively bid.

**TRAIN STATION / PEDESTRIAN TUNNEL – Engineer: CDM Smith/KMI Architects**  
(Project No. 16016)

The Phase 1 Engineering Project Development Report (PDR) has been amended to update the project environmental clearances, incorporate the Section 106/4(f) approvals, incorporate the most recent crash data, incorporate and execute the required design exceptions, etcetera. The assembled PDR was transmitted to IDOT on 10/24 with a hard copy delivered to District 1 on 10/27. Staff received IDOT's comments on the PDR on 12/3/2025. Comments are under review by staff and CDM. Staff will work with CDM Smith to agree upon a path and timeline to address the comments and resubmit to IDOT.

**TRAFFIC SIGNAL MODERNIZATION PROJECT – Engineer: AECOM**  
(Project No. 23006)

Work is underway on design of the improvements to the six Village-owned traffic signals, consistent with the 2024 Recommendations Report created by AECOM. Preliminary plans were submitted and have been reviewed by the engineering staff and a meeting is scheduled with

AECOM for December 11<sup>th</sup> to review the Village comments. While work on the six Village-owned traffic signals is to be spread over three years (2026-2028), initial design on all six signals is being conducted this year. The target intersections for each construction year will be part of each year's budget discussions.

The AECOM contract also provides for optimization of the Village intersections in 2025. Traffic counts, using video detection technology, were conducted the week of May 12<sup>th</sup>, before schools let out for the year. AECOM is now using these counts to model the intersection operations and determine optimal timings for each location.

On Thursday, July 24<sup>th</sup>, the traffic signal cabinet at the Lambert/Fawell intersection sustained damage from a lightning strike. As a result, the signals are currently operating in a pretimed pattern that is less efficient than the former actuated, traffic responsive mode. The intersections of Lambert/Tallgrass and Lambert/College, while not damaged by the lightning, are part of an interconnect with Lambert/Fawell and are therefore also affected to a degree.

The surge damaged much of the equipment in the cabinet. Temporary equipment is currently in place allowing for basic signal operation. However, given the age of the cabinet and equipment, replacements for some of the equipment are not readily available and new equipment is not compatible with some of the older systems.

Given the state of the existing equipment along the corridor, and in light of the lightning damage, the Lambert corridor signal modernization work is being proposed for the first round of signal improvements, to be completed in 2026. In addition, the Village is working with Meade Electric on a proposed advance replacement of the Lambert/Fawell cabinet (which is currently operating with some loaned equipment and there are concerns about reliability of existing lightning exposed equipment.) and the potential simultaneous advance replacement of the existing Lambert/Tallgrass, Lambert/Ped Signal, and Lambert/College controllers so that the signals interconnect can remain in place until the full modernization is undertaken later in 2026. The controller replacement is part of the proposed modernization for each of the Lambert intersections.

**ADA PUBLIC RIGHT-OF-WAY TRANSITION PLAN – CMAP TECHNICAL ASSISTANCE**  
**– Project Partner: Chicago Metropolitan Agency for Planning (CMAP)**

In March of 2024, Public Works applied to CMAP for assistance with creation of its federally-required ADA Transition Plan, as part of CMAP's 2024 Technical Assistance Call for Projects. Out of a competitive process (122 applications submitted, 30 awarded), the Village was selected to receive assistance.

Since the last update, the fourth Steering Committee meeting was conducted on November 7<sup>th</sup>. Village staff also held an additional meeting with the consultant to review the collected lidar survey data of the sidewalks in the Village, and the weighting of the various deficiencies identified through the survey (curb ramp, cross-slope, running slope, surface deterioration, and vertical displacement). A field meeting with the consultant is planned for December 9<sup>th</sup> to review a sample of the identified deficiencies to further aid in the weighting and in the development of the implementation plan.

The project consultant anticipates delivering a draft plan to CMAP by December 5<sup>th</sup>. After CMAP has performed a cursory review (estimated 1 week), the draft will be sent to the Village for review. The current schedule calls for the Village to return comments to the consultant by January 9<sup>th</sup>. The consultant would then incorporate Village comments with the aim of releasing the revised draft for the 30-day public comment period beginning February 2<sup>nd</sup>. Final plan adoption through resolution is currently targeted for the April 13<sup>th</sup> Board meeting.

**WATER DISTRIBUTION SYSTEM STUDY – Engineer: Christopher B. Burke Engineering Limited (CBBEL)**


This project involves the development of a model of the Village’s water distribution system which will be used to optimize operation of the system as well as identify and confirm needed capital improvements. The model and a technical report will be the ultimate deliverables of the assignment. Through a competitive RFP Process, staff identified CBBEL as the best firm for the completion of the assignment. The Village Board approved an agreement with CBBEL on January 27<sup>th</sup>.


The consultant has completed the initial modeling of the Village’s pipe network and water facilities. Hydrant flow testing, conducted at eleven locations the week of May 5<sup>th</sup>, was used to help calibrate the model. Public Works staff met with CBBEL on July 1<sup>st</sup> to review preliminary results. There was significant discussion around the areas of four-inch watermain in the Village that result in reduced fire-flow volumes, and are a likely first priority for replacement. The consultant has been focusing on updating the model to incorporate the Village’s most current GIS data on the water distribution system along with recently completed upgrades to the water distribution system.

**CONSTRUCTION MAINTENANCE PROGRAMS**


Public Works seeks the best vendor prices for various annual municipal and utility maintenance and operations activities. This effort includes local bidding of projects or joint purchasing initiatives, including the Municipal Partnering Initiative (MPI), a consortium of DuPage County communities.

Project	2025 Estimated VGE Cost*	Status
2025 Asphalt Roadway Patching	\$203,000	The project scope includes roadway patching throughout the Village. Locations were determined by staff utilizing both the Village’s 2024 Pavement Management System Data and field inspections. This program had a February 26 <sup>th</sup> bid opening and R.W. Dunteman provided the low bid of \$188,630. R.W. Dunteman was awarded the contract at the March 10 <sup>th</sup> Board Meeting for the full bid amount. A change order was approved for \$20,900 to patch additional utility restoration areas, which brought the P.O. total to \$209,530. Work was completed on October 20 <sup>th</sup> . Major areas that were addressed were Duane Terrace, Buena Vista, and the Derby Glen neighborhood.

Project	2025 Estimated VGE Cost*	Status
		
2025 Crack Sealing	\$39,237	<p>The 2025 Crack Sealing program targets candidate locations using Pavement Condition Index (PCI) Study data and visual inspections. The 2025 budget for the program is \$45,000. Bids were opened on February 12<sup>th</sup> with Denler, Inc. providing the low, responsible, and responsive bid of \$33,700. Denler, Inc. was awarded the contract at the March 10<sup>th</sup> Board meeting in the not-to-exceed amount of \$40,000, which resulted in \$5,000 in savings in the Capital Projects Fund. Denler completed the crack fill work on 9/16.</p>
2025 Sidewalk and Concrete Street Repairs	\$392,800	<p>This annual program includes repairs to deteriorated or damaged sidewalk and concrete roadway infrastructure and the installation of new sidewalk throughout the Village. The low bidder, Schroeder and Schroeder (S&amp;S), was awarded the contract at the March 10<sup>th</sup> Board Meeting in the not-to-exceed amount of \$398,620. The brick crosswalk removals at Main Street &amp; St. Charles and Main St. &amp; Elm St. were completed over the weekend of October 17<sup>th</sup>. Schroeder completed the last phase of the program in mid-November. Major intersection improvements were made at Lorraine &amp; Kenilworth and Lenox &amp; Oak, in addition to a large number of concrete street repairs on Fawell, and numerous sidewalk and curb replacement throughout the Village. Parkway restorations will be re-evaluated in the spring.</p>

Project	2025 Estimated VGE Cost*	Status
		
Sidewalk Sawing Repair Program	\$35,842	<p>Staff proposed using Safe Step to evaluate sidewalks for trip hazards in three areas (the Derby Glen neighborhood, the Surrey/Briar neighborhood, and Revere Rd between Main and Park Blvd.) based on the defect identification criteria that Safe Step and the Village developed together. Safe Step's patented process uses waterless saws, which eliminates slurry and water runoff contamination, and a dust-abatement system designed to capture fine dust. Safe Step makes sawcut repairs tapered to a 1:12 slope ratio with a smooth, uniform finish and are ADA-compliant. Safe Step was awarded a contract at the April 14<sup>th</sup> Board Meeting. In May, Safe Step surveyed three areas and provided a report with locations, descriptions, suggested repair types, and photos of each identified defect. The Village reviewed the data and gave the go-ahead to Safe Step to make 393 sawcut repairs. Several locations with more severe defects were recorded by Safe Step and added to the Village's sidewalk removal and replacement list. The sidewalk sawcutting work was completed in mid-July. The Village received positive feedback via email from a resident in the Surrey neighborhood who complimented the construction workers on their professionalism and neatness and thanked the Village for making repairs in the area.</p>
2025 Utility Pavement Restoration	\$74,557.33	<p>This program allows Public Works to use one contractor to restore Village right-of-way following in-house utility repairs instead of relying on the availability and coordination of the Village's separate concrete and asphalt contractors. The program requires the contractor to make up to three mobilizations throughout the construction season. The contractor must be capable of doing full-depth concrete and asphalt pavement patches, and concrete sidewalk, driveway, and curb and gutter repairs. Bids were opened on February 26, 2025, with the low bid being provided by G.A. Paving, of Bellwood, IL, in the amount of \$58,340, which was just under the 2025 budget of \$60,000. G.A. Paving was awarded the contract at the March 10<sup>th</sup> Board Meeting. As of June 20<sup>th</sup>, approximately \$74,000 worth of right-of-way restorations were needed so the Village Manager approved a change order increasing the amount of the contract by \$16,500. The increased number of water main breaks last winter, which was experienced by</p>

Project	2025 Estimated VGE Cost*	Status
		municipalities across the Chicagoland area, and numerous 50/50 sewer cost share projects and lead service investigations accounted for the need for more right-of-way restorations than were originally estimated. Last year, G.A. Paving completed eight restorations for the Village. In 2025, G.A. Paving made twenty-seven utility restorations by mid-July.
2025 Pavement Markings	\$16,100	<p>For the last fifteen years, the Village has utilized local purchasing cooperatives to obtain competitive pricing for pavement marking work. In 2024, the Village joined the Suburban Purchasing Cooperative’s contract and entered an agreement with the low bidder, Superior Road Striping (SRS), to refresh pavement markings in Glen Ellyn. SRS was overwhelmed with work demands around the region and was unable to complete their work in Glen Ellyn before temperatures dropped too low to meet the specifications for pavement marking installation. SRS will hold their unit prices and complete the balance of the 2024 work this spring. After last year’s experience with scheduling delays, staff decided to bid out this project locally in order to have more control over project completion dates and to be higher on the contractor’s priority list.</p> <p>The bid opening was held on February 26<sup>th</sup>; Precision Pavement Marking was the lowest bidder out of four with a bid proposal of \$101,908, which was slightly over the \$100,000 budget. Precision Pavement Marking agreed to reduced quantities to allow the Village to stay under budget; however, the total price still came at a significant premium compared to historic cooperative pricing. DuPage County (DPC) awarded a contract to Precision on April 8<sup>th</sup>. Suburban Purchasing Cooperative (SPC) negotiated 2025 prices as part of a 2024 contract extension with Superior Road Striping and these unit prices provided the most value to the Village. On April 28<sup>th</sup>, the Board formally rejected all of the bids from the February 26<sup>th</sup> bid opening and awarded a contract to Superior Road Striping based on the Village’s membership in the SPC. SRS began working on the 2025 contract on June 30<sup>th</sup>. SRS had additional work to complete in the Village, but could not manage to schedule their crews to complete the work before the end of the construction season so Engineering made the decision to postpone the work in the CBD (Phase 1 area) until spring. There is a lot of modified urethane work installed this year that needs to be re-applied due to abnormalities in the finished product. SRS has not been paid for <u>any</u> modified urethane work (\$7,560.40), only thermoplastic work (approx. \$16,000). The final invoice and payment to SRS will be considerably less than the awarded contract amount.</p>

Project	2025 Estimated VGE Cost*	Status
		 <p data-bbox="607 911 849 940"><i>Taylor pedestrian tunnel.</i></p>
2024 Pavement Markings	\$81,842*	<p data-bbox="607 957 1433 1171">The annual line striping contract was awarded to Superior Road Striping (SRS), the low bidder of both the DuPage County and Suburban Purchasing Cooperative contracts, on April 22, 2024, in the not-to-exceed amount of \$100,000. SRS began pavement marking in October 2024, but could not complete the Village’s worklist due to weather delays and SRS’ workload. They finished installing modified urethane pavement markings in early June and completed the 2024 thermoplastic work on June 30<sup>th</sup>.</p> <p data-bbox="607 1178 1433 1268">The Streets Division refreshed pavement markings using paint in various locations, including the handicap symbols in all of the Village-owned parking lots. The Streets Division’s 2024 budget for paint materials was \$5,000.</p> <p data-bbox="607 1274 1433 1367"><i>*The Village paid Superior Road Striping \$17,912.39 for work completed in 2024; the P.O. was carried over and Superior was paid an additional \$63,929.16 for work completed in 2025.</i></p>
2025 Asphalt Surface Rejuvenation	\$69,320	<p data-bbox="607 1388 1433 1507">Candidate locations include streets that have been resurfaced one to three years prior. On August 25<sup>th</sup>, 2025, the Board awarded a contract to single source vendor Corrective Asphalt Materials (CAM), who extended MPI joint bid unit prices to the Village. Work was completed on October 23<sup>rd</sup>.</p>
2025 Sanitary Sewer Lining and Repairs	\$200,000	<p data-bbox="607 1524 1433 1614">The 2025 program will provide for sanitary sewer lining and repairs throughout the Village including within the Street Improvements Project Areas. The proposed budget for this program is \$200,000.</p>

\*All costs are rounded to nearest dollar.

## **OTHER ENGINEERING ITEMS**

### **Successful Grant Pursuit**

In May of 2025, staff applied for IDOT's 2024 Local Project Notice of Funding Opportunity (NOFO). The NOFO specified that \$400,000,000 in State Funding was available for local transportation initiatives including highway, bike/ped, transit, passenger rail, and other transportation projects which align with the State's transportation priorities for improving local assets, enhancing complete streets, and improving safety. This is a reimbursement grant with no matching funds required.

Staff submitted five applications for:

1. Lambert Road Resurfacing with request of \$500,000 for Construction/Construction Engineering
2. Riford Road Resurfacing with request of \$200,000 for Construction/Construction Engineering
3. Illinois Route 38 Sidewalk and Street Lighting Improvements with request of \$400,000 for Preliminary and Final Engineering
4. Sheehan Avenue Utility and Roadway Improvements with request of \$1,250,000 for Construction/Construction Engineering
5. Metra Station and Multimodal Access Improvements with request of \$10,000,000 for Construction/Construction Engineering

Over 1,900 applications were submitted with 223 applications being selected for funding. The Village received notice that its Illinois Route 38 (Roosevelt Road) Sidewalk and Street Lighting Improvement Engineering Project was selected with \$400,000 to be provided (reimbursed) for Preliminary and Final Engineering. Staff has met with the State to discuss the program requirements. To receive the reimbursement funding, the Village Board will ultimately need to review and approve funding and engineering agreements for the assignment. The timing of this grant is ideal in that staff was looking to advance the design of the street lighting improvements in 2026 with sidewalk/streetscape improvement design planned to start in 2027 per the latest CIP.

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