AGENDA

Engineering and Public Works Committee

Thursday, November 6, 2025
7:00 PM
Temporary Village Hall
1000 E. Woodfield Rd.
Schaumburg, IL 60193

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

A G E N D A

I. CALL TO ORDER

II. APPROVAL OF MINUTES

A. October 2, 2025

III. NEW BUSINESS

A. Recommendation to Accept a Public Water Main at Lurie Children's Hospital Outpatient Center located at 1895 Arbor Glen Boulevard

B. Recommendation to Approve Change Order No. 1 for the Design of a New Village Hall Facility with Williams Architects

C. Recommendation to Authorize Participation in the Choice Partners Cooperative Contract and Award the Prairie Center for the Arts Lecture Hall and PEG Studio Updates to BEAR Construction Company

D. Recommendation to Award Bid for the 2222 Hammond Drive Demolition Project to American Demolition Corporation

E. Recommendation to Approve the Braintree Drive Improvement Project from Wise Road to Weathersfield Way – Local Agency Agreement for Federal Participation

F. Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Wise Road to Weathersfield Way– Phase III Construction Administration with Civiltech Engineering Inc.

G. Recommendation to Approve the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Local Agency Agreement for Federal Participation

H. Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Phase III Construction Administration

with Civiltech Engineering Inc.

I. Recommendation to Approve the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Local Agency Agreement for Federal Participation

J. Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Phase III Construction Administration with Civiltech Engineering Inc.

IV. COMMENTS FROM THE PUBLIC

V. ADJOURNMENT

VI. NEXT VILLAGE BOARD MEETING

A. December 9, 2025

In compliance with the Americans with Disabilities Act and other applicable Federal and State laws, the meeting will be accessible to individuals with disabilities. Persons requiring auxiliary aids and/or services should contact the Village Manager's Office at 847.923.4705, preferably no later than five days before the meeting.

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

October 2, 2025
11/06/25
Engineering and Public Works Committee

Presenter:
Lead Department: Engineering and Public Works

Executive Summary:

Recommended Action:

ATTACHMENTS:
- October 2, 2025

VILLAGE OF SCHAUMBURG
PROGRESS THROUGH THOUGHTFUL PLANNING

I have reviewed the following minutes and to the best of my knowledge, they correctly represent the actions taken at the meeting.

Michael Hall
Director of Engineering & Public Works

Village of Schaumburg
Engineering & Public Works
October 02, 2025

MEMBERS PRESENT: Mark Madej, Chairperson
Brian Bieschke, Trustee
Esha Patel, Trustee

OTHERS PRESENT: Paula Hewson, Deputy Village Manager
Michael Hall, Director of Engineering & Public Works
Dan Randolph, Assistant Director of Engineering & Public Works
Brent McQueen, Engineering Division Manager
Brian Rafferty, Fleet Division Manager
Mark Rysavy, Facilities Division Manager
Rick Evans, Engineering Inspector

Chairperson Madej called the Engineering and Public Works Committee Meeting to order at 7:00 p.m.

APPROVAL OF MINUTES:

Trustee Patel made a motion, seconded by Trustee Bieschke, to approve the minutes from the meeting of September 04, 2025. All Ayes. Motion carried.

CONSENT AGENDA:

None.

Engineering & Public Works
714 S. Plum Grove Road • Schaumburg, IL 60193-4329 • (847) 895-7100 • www.schaumburg.com

NEW BUSINESS:

1. **Recommendation to Approve an Intergovernmental Agreement between the Village of Schaumburg and the Schaumburg Park District for the Schaumburg High School Bike Path from Volkening Lake to Schaumburg High School**

   Mr. Richard Evans, Engineering Inspector, introduced the first agenda item of the evening concerning the Intergovernmental Agreement (IGA) between the Village of Schaumburg and the Schaumburg Park District. The agreement outlines the construction, future maintenance, and responsibilities related to two proposed bike path connections to the existing path surrounding Volkening Lake in Volkening Park. Construction is anticipated to begin in spring 2026. The IGA has been reviewed by the Village's legal counsel, Klein, Thorpe & Jenkins, Ltd. (KTJ), and was approved and signed by the Schaumburg Park District at its September board meeting. Staff recommends approval by the Village as well.

   Trustee Patel made a motion, seconded by Trustee Bieschke, to recommend the Village Board authorize the Village President and Village Clerk to execute an Intergovernmental Agreement between the Village of Schaumburg and the Schaumburg Park District for the Schaumburg High School Bike Path from Volkening Lake to Schaumburg High School, and approve the required Resolution. All Ayes. Motion Carried.

2. **Recommendation to Approve Waiver of Competitive Bidding and Approve an Agreement for Full Landscape Maintenance with Sebert Landscaping**

   Mr. Justin Briski, Superintendent of Field Services, presented the next item. The Village contracts landscape maintenance services under a single agreement known as the Full Landscape Maintenance Contract, currently held by Sebert Landscaping (Sebert) and is set to expire later this year. The contract includes two primary components: Turf Maintenance and Bed Maintenance across Village facilities such as buildings, medians, fields, pocket parks, and various rights-of-way.

   To meet contract needs, Sebert dedicates four to five crews, or approximately 16–20 workers, during the peak season (April–October, sometimes extending into November). Services include mowing, fertilization, watering, pruning, litter removal, insect and disease control, and weed management. Sebert has held this contract for several years, with many long-tenured employees who are knowledgeable about Village standards and consistently deliver professional service.

   Sebert has also demonstrated a strong commitment to sustainability, converting much of its fleet to electric and propane-powered equipment, which reduces emissions and noise. Over the past three years, the Village has added five properties to the contract, and Sebert has integrated them seamlessly without compromising service levels.

   With the current contract expiring in December, Sebert has proposed a three-year renewal at $709,505 annually, with no cost increase and without requesting the typical 2–3% CPI adjustment. Given Sebert's proven performance, continuity of service, and ability to meet the Village's landscaping standards, staff recommends waiving competitive bidding and entering into a new agreement with Sebert Landscaping.

Trustee Bieschke noted that Sebert provides quality service and asked whether the addition at 90 N Shared Street meant maintenance was included in the contract. Mr. Michael Hall, Director of Engineering and Public Works (EPW), confirmed that portions of the park are covered, with additional features to be incorporated as new phases of construction are completed. Trustee Bieschke clarified that the current lawn, trees, and beds are maintained under the contract, and Mr. Briski confirmed they are. He added that Sebert also prepared the area for the recent 90 N Live Event by edging and mulching, which significantly improved its appearance.

Trustee Patel made a motion, seconded by Trustee Bieschke, to recommend the Village Board approve waiver of competitive bidding and award the Full Landscape Maintenance Contract to Sebert Landscaping of Bartlett, IL, beginning May 1, 2026, for a term of one year, with two, one-year optional extensions not to exceed the approved budget. All Ayes. Motion Carried.

3. Recommendation to Authorize Participation in the OMNIA Contract and Award the Prairie Center for the Arts Roof Restoration Project to Garland/DBS, Inc.

Mr. Mark Rysavy, Facilities Division Manager, introduced the next agenda item and provided an update with ongoing maintenance efforts at the Prairie Center for the Arts (PCA). Over the past two years, staff have systematically addressed and repaired multiple roof leaks. The roof is no longer leaking. However, the lecture hall portion of the roof requires refurbishment.

EPW staff have worked closely with Garland Company, Inc. (Garland) over the last several years to evaluate the condition of the roof. Garland has recommended applying the Liquitec roofing system, which has been successfully used on other Village facilities, including the recently completed Fire Station 51 and the Vehicle Maintenance Facility. The system comes with a 20-year warranty and can be reapplied in 20 years, potentially extending the roof's life to 40 years, at a cost comparable to a full roof replacement that would only offer a 20-year lifespan.

In addition to the roofing work, staff identified deterioration in the wall panels located at the raised roof section of the lecture hall. The existing panels are an Exterior Insulation Finish System (EIFS), which consists of a stucco-like finish over foam insulation. Although the current system has aged relatively well, it is now showing signs of wear and requires resurfacing.

Instead of reinstalling a new system, staff propose upgrading to a more durable metal panel system. This approach aligns with the materials being used on the new Village Hall and will provide improved longevity and aesthetics. The new panels will be silver, matching the clear anodized aluminum of the existing storefront system. The previously red interior wall has already been refinished in a brownish-gray color called "Mink," which staff and PCA personnel agreed complements the proposed silver exterior.

Chairperson Madej inquired whether the new panels would match the colors of the new Village Hall. Mr. Rysavy clarified that the panel color is intended to match the existing storefront system on the east entry, not the Village Hall.

Initial project estimates assumed removal and reframing of the EIFS walls; however, after conducting core sampling, staff determined the existing structure is in sufficient condition to support the new metal panels overrated plywood. This alternative approach results in significant cost savings and keeps the project well under budget.

Trustee Bieschke made a motion, seconded by Trustee Patel, to recommend the Village Board authorize participation in the OMNIA Contract #PW1925 and award the Prairie Center for the Arts Roof Restoration to Garland/DBS, Inc. of Cleveland, OH, in the amount of $235,081. All Ayes. Motion Carried.

4. **Recommendation to Approve an Ordinance Authorizing Disposal of Fiscal Year 25/26 Replaced/Surplus Vehicles**

Mr. Rafferty, Fleet Division Manager, presented the final item. He explained that most of the replacement vehicles have already been ordered, and staff is requesting formal approval to dispose of the outgoing vehicles and equipment upon receipt of the new units. Disposals will be conducted through the vehicle online auction website. In total, ten vehicles and four pieces of equipment are scheduled for disposal. Staff is also requesting approval to donate a 2001 fire truck to Harper Community College.

Trustee Bieschke made a motion, seconded by Trustee Patel, to recommend the Village Board adopt an Ordinance authorizing the Disposal of Surplus Vehicles as listed on the Fiscal Year 25/26 Vehicle Replacement Schedule and approval of the 2001 E-One Ladder Truck Donation to Harper College. All Ayes. Motion Carried.

UNFINISHED BUSINESS

None.

DEFERRALS

None.

COMMENTS FROM THE AUDIENCE/STAFF

None.

ADJOURNMENT

Trustee Patel made a motion, seconded by Trustee Bieschke, to adjourn the meeting at 7:12 p.m. All Ayes. Motion carried.

Respectfully submitted,

Erica Ortiz
Recording Secretary
Engineering & Public Works

Engineering & Public Works
714 S. Plum Grove Road • Schaumburg, IL 60193-4329 • (847) 895-7100 • www.schaumburg.com

VILLAGE OF
SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Accept a Public Water Main at Lurie Children's Hospital Outpatient Center located at 1895 Arbor Glen Boulevard
11/06/25
Engineering and Public Works Committee

Presenter: Jack Gallagher, Interim Community Development Engineer
Lead Department: Community Development

Executive Summary:

The Lurie Children's Hospital project was approved by the Village Board in October of 2023, and the Land Development Permit was issued on April 4, 2024. The project included construction of water main improvements to be accepted by the Village as depicted in the Public Utility Exhibit A. Once accepted by the Village Board, this improvement will be considered public.

The water main installation was inspected by Community Development Department inspectors during May of 2024. There are no open punch list items from inspections. Pressure and chlorination testing was performed by a third party and was witnessed by the Engineering and Public Works Department. The water main is located within the recorded utility easement depicted in the recorded Plat. The Lurie Hospital building has a Certificate of Occupancy.

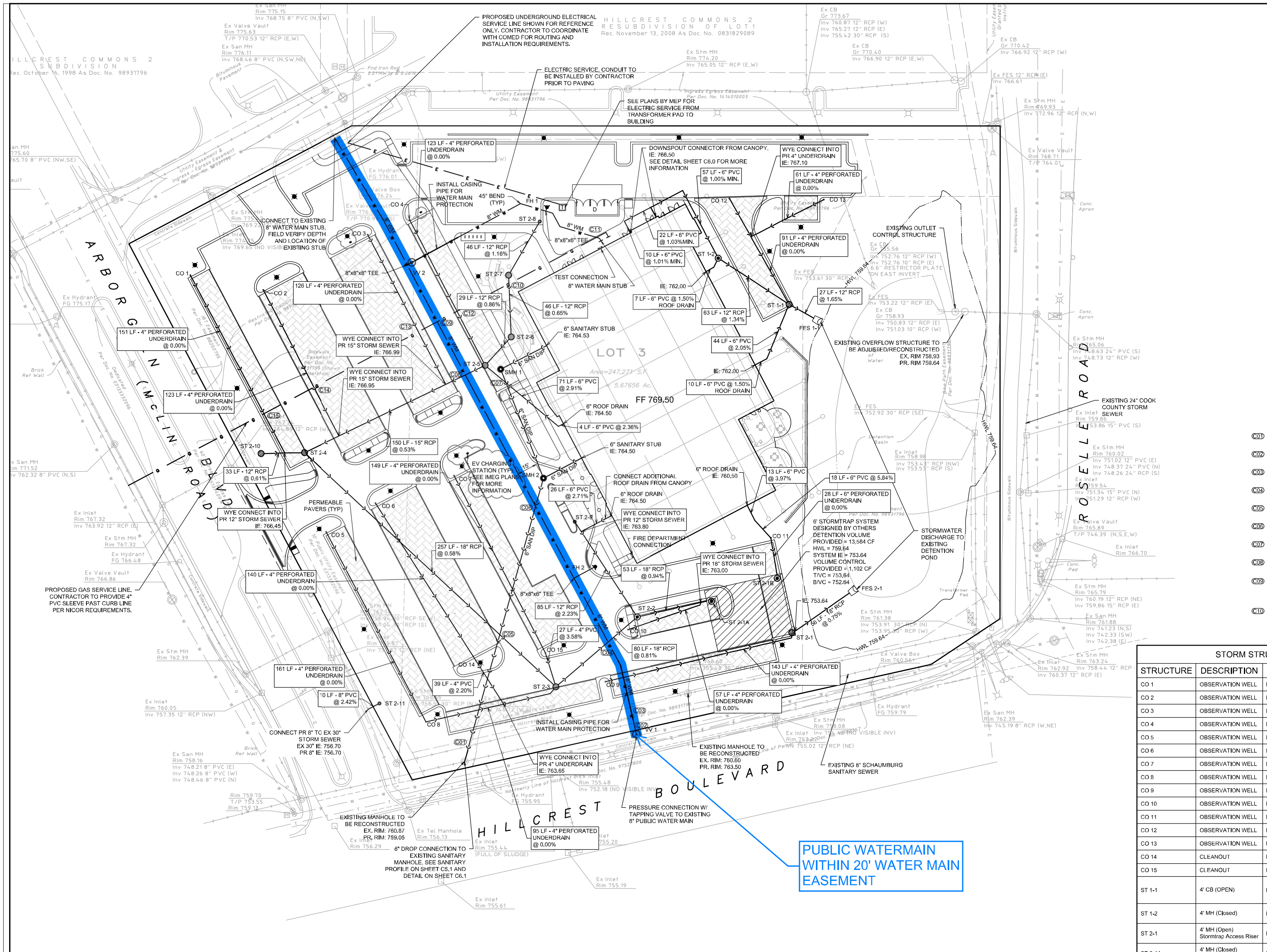
Village code requires a maintenance bond in the amount of 20% of the Engineer's Opinion of Probable Cost. Upon Village Board acceptance of the improvements, Lurie will submit the Maintenance Bond to go into effect.

Recommended Action:

Village Manager recommends the Engineering and Public Works Committee recommend the Village Board approve the request to accept the subject improvements and direct staff to obtain a Bill of Sale from Lurie Children's Hospital, at no cost to the Village and adopt the required Resolution.

ATTACHMENTS:

- Lurie Watermain Acceptance Exhibit A.pdf
- Lurie Water Main Plat of Easement.pdf
- Lurie Location Map.pdf
- Lurie Children's Hospital Public Water Main Resolution.doc



Water Main Acceptance Exhibit A

PUBLIC WATERMAIN WITHIN 20' WATER MAIN EASEMENT

NOTES:

1. CONTRACTOR TO FIELD VERIFY LOCATION, INVERT, AND SIZE OF ALL EXISTING UTILITIES PRIOR TO ORDERING MATERIALS OR BEGINNING UTILITY WORK. CONTRACTOR TO NOTIFY ENGINEER OF ANY DISCREPANCIES IMMEDIATELY.
2. SANITARY SEWER PIPE MATERIAL TO BE DIP, CLASS 52 AND MEET MWRD AND WATER QUALITY SPECIFICATIONS.
3. WATER MAIN PIPE MATERIAL TO BE DUCTILE IRON PIPE, CLASS 52. WATER MAIN DUCTILE IRON PIPE SHALL HAVE AN EXTERNAL METALLIC ZINC-BASED COATING WITH FINISHING LAYER TOPCOAT APPLIED ACCORDING TO THE ISO STANDARD 8179-1, LATEST EDITION. THE MASS OF THE ZINC APPLIED SHALL BE 200G/M^2 OF PIPE SURFACE. ENCASEMENT OF PIPING SHALL BE V-BIO EHANCED POLYETHYLENE FILM IN TUBE OR SHEET IN ACCORDANCE WITH ANSI/AWWA C105/A21.5
4. STORM SEWER PIPE MATERIAL TO BE RCP CLASS IV.
5. PROVIDE AERATORS FOR EXISTING DETENTION POND.
6. 20' PUBLIC UTILITY EASEMENT TO BE PROVIDED OVER PROPOSED NORTH-SOUTH 8" WATER MAIN.
7. UNLESS INDICATED OTHERWISE, FRAME AND OPEN LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-2502 WITH TYPE D LID OR APPROVED EQUAL, AND FRAME AND CLOSED LID STORM STRUCTURES IN PAVEMENT SHALL BE NEENAH R-1772 OR APPROVED EQUAL. FRAME AND OPEN LID STORM STRUCTURES IN OPEN SPACE SHALL BE R-4340-B OR APPROVED EQUAL. ALL FRAME AND GRATES SHALL CONFORM TO LOCAL MUNICIPALITY REQUIREMENTS.
8. LIGHT POLES SHOWN FOR COORDINATION OR LOCATION PURPOSES ONLY AND DO NOT REPRESENT ACTUAL SIZE. SEE PLANS BY IMEG FOR SITE LIGHTING INFORMATION.
9. ALL WATER MAIN SHUTDOWNS SHALL BE COORDINATED WITH THE VILLAGE OF SCHAUMBURG ENGINEERING AND PUBLIC WORKS DEPARTMENT (EPW). EPW WILL INVESTIGATE SHUTDOWNS PRIOR TO SCHEDULED CONSTRUCTION TO ENSURE THAT VALVES ARE FUNCTIONING PROPERLY. CONTRACTOR SHALL CONTACT EPW DISPATCH LINE (847 923-6612) A MINIMUM OF SEVEN WORKING DAYS PRIOR TO SHUTDOWN TO SCHEDULE THE PRE-SHUTDOWN INVESTIGATION. CONTRACTOR SHALL CONTACT EPW A MINIMUM OF 48 HOURS PRIOR TO SHUTDOWN TO CONFIRM SCHEDULE AND DETAILS OF SHUTDOWN. DEPENDING ON THE NUMBER OF EXISTING BUSINESSES SERVICED BY THE AFFECTED WATER MAIN, SPECIAL CIRCUMSTANCES (NIGHT SHUTDOWN) MY BE REQUIRED.

STORMWATER SUMMARY:

DETENTION SUMMARY:
POND DETENTION VOLUME (HWL 759.64): 3.52 AC-FT
STORMTRAP DETENTION VOLUME: 0.31 AC-FT
TOTAL DETENTION VOLUME: 3.83 AC-FT

VOLUME CONTROL SUMMARY:
VOLUME CONTROL REQUIRED: 0.20 AC-FT
VOLUME CONTROL PROVIDED: 0.42 AC-FT

UTILITY CROSSINGS

- C01 EX. 30" ST B/P 755.94± (V.I.F.) PR. 6" SAN T/P 755.02
- C02 PR. 8" WM B/P 753.75 EX. 8" SAN T/P 747.00± (V.I.F.)
- C03 EX. 30" ST B/P 755.32± (V.I.F.) PR. 8" WM T/P 753.82
- C04 PR. 18" ST B/P 759.35 PR. 8" WM T/P 757.85
- C05 PR. 18" ST B/P 760.10 PR. 6" SAN T/P 758.55
- C06 PR. 6" SAN B/P 761.99 PR. 8" WM T/P 760.49
- C07 PR. 6" SAN B/P 764.00 PR. 6" ST T/P 763.45
- C08 PR. 15" ST B/P 762.00 PR. 8" WM T/P 760.50
- C09 PR. 8" WM T/P 763.95 PR. 8" WM B/P 763.15 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C10 PR. 12" ST T/P 765.45 PR. 12" ST B/P 764.05 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C11 PR. 8" WM T/P 763.90 PR. 8" WM B/P 763.10 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C12 PR. 4" ST T/P 766.75 PR. 4" ST B/P 766.30 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C13 PR. 4" ST T/P 767.40 PR. 4" ST B/P 766.95 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C14 PR. 4" ST T/P 767.35 PR. 4" ST B/P 766.90 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES
- C15 PR. 4" ST T/P 766.85 PR. 4" ST B/P 766.40 PROPOSED NICOR GAS SLEEVE TO AVOID CONFLICT WITH WET UTILITIES

STORM STRUCTURE TABLE

STRUCTURE	DESCRIPTION	RIM	INVERT IN	INVERT OUT
CO 1	OBSERVATION WELL	RIM: 772.44		766.45 (4" SE)
CO 2	OBSERVATION WELL	RIM: 772.31		766.95 (4" SE)
CO 3	OBSERVATION WELL	RIM: 772.19		766.99 (4" SE)
CO 4	OBSERVATION WELL	RIM: 771.23		766.35 (4" SE)
CO 5	OBSERVATION WELL	RIM: 766.86		764.25 (4" SE)
CO 6	OBSERVATION WELL	RIM: 767.52		764.75 (4" SE)
CO 7	OBSERVATION WELL	RIM: 768.47		764.95 (4" SE)
CO 8	OBSERVATION WELL	RIM: 765.95	764.25 (4" NW)	763.65 (4" E)
CO 9	OBSERVATION WELL	RIM: 765.20		762.05 (4" E)
CO 10	OBSERVATION WELL	RIM: 766.10		763.00 (4" E)
CO 11	OBSERVATION WELL	RIM: 764.87	758.97 (6" NW)	758.97 (6" S)
CO 12	OBSERVATION WELL	RIM: 768.46		765.25 (4" SE)
CO 13	OBSERVATION WELL	RIM: 769.54		767.10 (4" SW)
CO 14	CLEANOUT	RIM: 766.50	764.75 (4" NW)	764.50 (4" SE)
CO 15	CLEANOUT	RIM: 766.50	764.95 (4" NW)	764.15 (4" S)
ST 1-1	4' CB (OPEN)	RIM: 766.50	760.15 (12" NW) 760.95 (6" S) 765.25 (4" NW)	760.15 (12" SE)
ST 1-2	4' MH (Closed)	RIM: 768.55	761.80 (6" SW) 765.33 (6" NW)	761.00 (12" SE)
ST 2-1	4' MH (Open) Stormtrap Access Riser	RIM: 763.00	761.50 (4" S)	
ST 2-1A	4' MH (Closed) Stormtrap Access Riser	RIM: 764.00		
ST 2-1B	4' MH (Closed) Stormtrap Access Riser	RIM: 763.55		
ST 2-2	4' CB (CLOSED)	RIM: 765.40	762.10 (12" NW) 759.35 (18" SW)	758.00 (18" E)
ST 2-3	4' MH (Open)	RIM: 765.10	760.00 (18" NW) 763.65 (4" SW) 763.20 (4" N)	760.00 (18" NE)
ST 2-4	4' MH (Open)	RIM: 767.80	761.50 (15" NE) 764.50 (12" W)	761.50 (18" SE)
ST 2-5	4' MH (Open)	RIM: 767.60	763.40 (12" NE) 762.30 (6" SE) 766.35 (4" NW)	762.30 (15" SW)
ST 2-6	4' MH (Open)	RIM: 768.00	764.00 (12" N)	763.65 (12" SW)
ST 2-7	4' MH (Open)	RIM: 768.50	764.30 (12" NE)	764.30 (12" S)
ST 2-8	2' Inlet	RIM: 768.80		764.84 (12" SW)
ST 2-9	2' Curb Inlet	RIM: 769.05		764.00 (12" SE)
ST 2-10	4' CB (Open)	RIM: 767.90		764.70 (12" E)
ST 2-11	2' Inlet	RIM: 758.95		756.93 (8" SW)

* CURB INLET SHALL BE NEENAH R-3275 OR APPROVED EQUAL

STORM STRUCTURE TABLE

STRUCTURE	DESCRIPTION	INVERT
FES 1-1	12" FES	759.70 (12" NW)
FES 2-1	18" FES	753.22 (18" SW)

WATER STRUCTURE TABLE

STRUCTURE NAME	STRUCTURE DESCRIPTION	RIM GRADE
FH 1	FIRE HYDRANT	RIM=769.52
FH 2	FIRE HYDRANT	RIM=768.66
VV 1	PRESSURE CONNECTION	RIM=757.67
VV 2	VALVE VAULT	RIM=770.57

GRAPHIC SCALE 1" = 30'

HKS

ARCHITECT
HKS, INC.
125 SOUTH CLARK STREET, SUITE 1100
CHICAGO, IL 60603

ENGINEER
IMEG CORP
1100 WARRENVILLE RD, SUITE 400W
NAPERVILLE, IL 60563

ENGINEER
V3 COMPANIES
7324 JANES AVENUE
WOODRIDGE, IL 60517

LANDSCAPE ARCHITECT
HITCHCOCK DESIGN GROUP
22 EAST CHICAGO AVE
NAPERVILLE, IL 60540

Ann & Robert H. Lurie Children's Hospital of Chicago®

LURIE CHILDREN'S OUTPATIENT CENTER IN SCHAMBURG

REVISIONS:

1. PERMIT ISSUE - NOVEMBER 3, 2023
2. REVISED PER MWRD - DECEMBER 20, 2023
3. REVISED PER MWRD & VILLAGE - JANUARY 26, 2024
4. REVISED PER MWRD - FEBRUARY 23, 2024
5. BULLETIN 05 - MARCH 22, 2024
6. VILLAGE PERMIT - APRIL 5, 2024
7. BULLETIN 07 - MAY 10, 2024
8. BULLETIN 08 - JUNE 14, 2024
9. BULLETIN 09 - JUNE 28, 2024
10. BULLETIN 15 - FEBRUARY 20, 2025

HKS PROJECT NUMBER
25172.000
DATE
FEBRUARY 20, 2025
ISSUE
BULLETIN 15
SHEET TITLE
UTILITY PLAN
SHEET NO.
C5.0

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PLOT DATE: 7/7/2003 12:06:51 PM TEMPLATE VERSION

PLAT OF EASEMENT

SHEET 1 OF 1

P.I.N. 07-10-101-026

ADDRESS: 1895 ARBOR GLEN BLVD
SCHAUMBURG, IL 60195

Prepared By / Mail To:
Village of Schaumburg
1000 E Woodfield Rd.
Schaumburg, IL 60173

0524721019

Doc# 2524721019 Fee $133.00
Monica Gordon
Cook County Clerk's Office
Date: 9/4/2024 12:58 PM
PAGE: 1 of 1

OWNER'S CERTIFICATE

STATE OF IL)
) SS
COUNTY OF Cook)

DAN ZORRILLA DOES HEREBY CERTIFY THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED HEREON AND THAT IT HAS CAUSED SAID PROPERTY TO BE SURVEYED AND PLATTED AS SHOWN HEREON FOR THE USES AND PURPOSES THEREIN SET FORTH.

SIGNED AT Schaumburg ILLINOIS, THIS 30th DAY OF June A.D. 2025

BY: [signature]

TITLE: SR. DIRECTOR

NOTARY CERTIFICATE

STATE OF IL)
) SS
COUNTY OF Cook)

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY IN THE STATE AFORESAID DOES HEREBY CERTIFY THAT Dustin Zorrilla PERSONALLY KNOWN TO ME OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGE THAT HE SIGNED AND DELIVERED SAID INSTRUMENT AS HIS OWN FREE AND VOLUNTARY ACT AND AS THE FREE AND VOLUNTARY ACT OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS 30 DAY OF June 2025

Sandra Rowland
PRINT NAME

[signature]
NOTARY PUBLIC

COMMISSION EXPIRES: 10/09/2028

OFFICIAL SEAL
SANDRA ROWLAND
Notary Public, State of Illinois
Commission No. 1002288
My Commission Expires
10/09/2028

(SEAL)

VILLAGE CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

UNDER THE AUTHORITY PROVIDED BY THE ILLINOIS COMPILED STATUTES, ENACTED BY THE LEGISLATURE OF THE STATE OF ILLINOIS AND ORDINANCE ADOPTED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG, ILLINOIS, THIS PLAT WAS GIVEN APPROVAL BY THE VILLAGE OF SCHAUMBURG.

APPROVED BY THE Plan Commission BOARD OF APPEALS AT A MEETING HELD ON September 4 A.D. 20 24

Richard Leiser
CHAIRMAN

Sydra Norm
SECRETARY

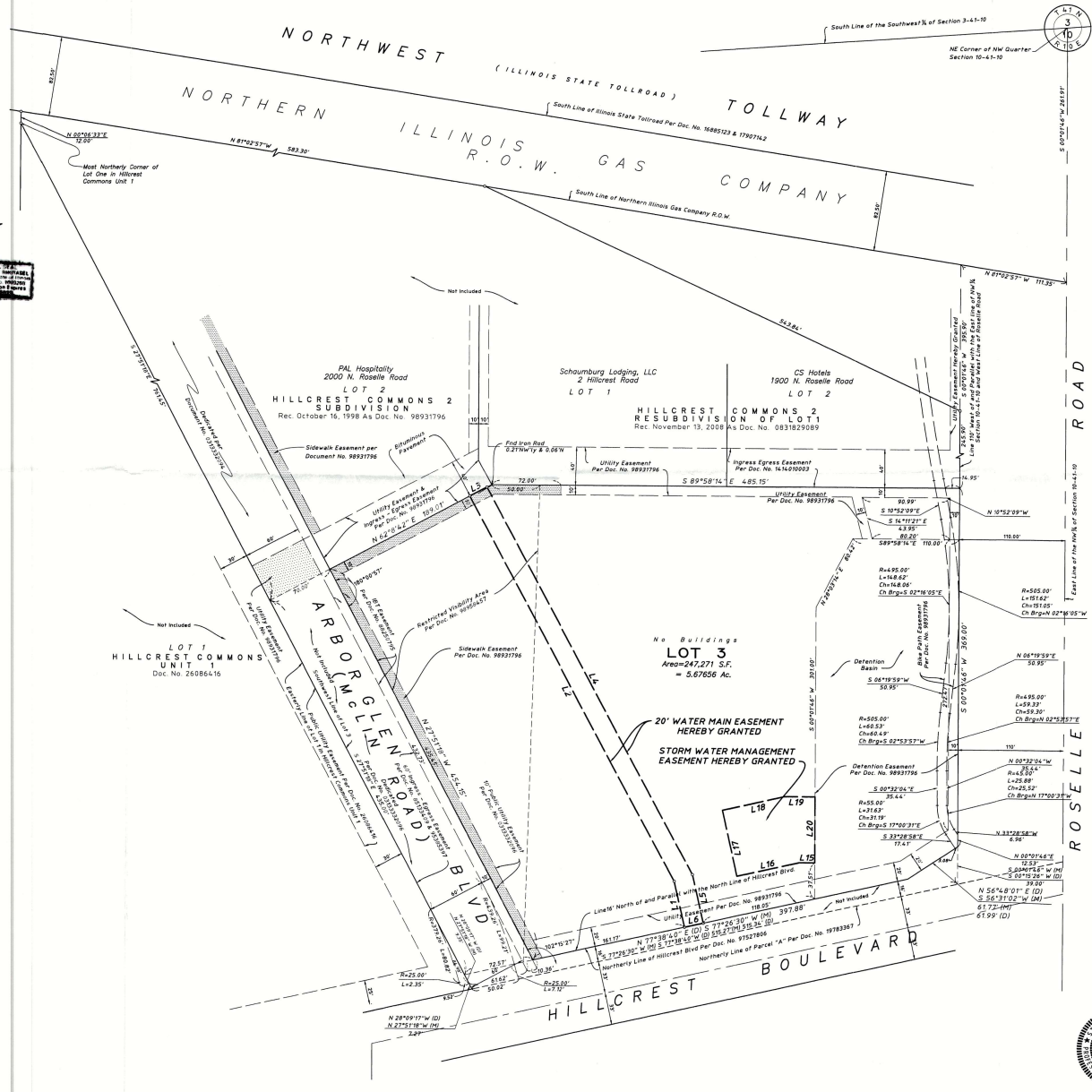
APPROVED BY THE VILLAGE BOARD AT A MEETING HELD ON October 8 A.D. 20 24

Tom Daily
VILLAGE PRESIDENT

Laura Brooks
VILLAGE CLERK

THIS DOES NOT REQUIRE THE COUNTY CLERK'S ENDORSEMENT PER 35 ILCS 200/9-55

Monica Gordon
6196 COUNTY CLERK
DATE: Sept. 4, 2025



SCALE: 1" = 50'

WATER MAIN EASEMENT PROVISIONS

THERE IS HEREBY GRANTED TO THE VILLAGE OF SCHAUMBURG, AN ILLINOIS MUNICIPAL CORPORATION, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL RIGHT AND EASEMENT
IN, UPON, ALONG, AND UNDER THOSE PARTS OF ALL PARCELS OR OTHER AREAS SHOWN ON THIS PLAT WHEREIN EASEMENTS ARE INDICATED BY BROKEN OR DOTTED LINES OR MARKED OR CODED "WATER MAIN EASEMENT" (OR BY EQUIVALENT MARKING OR CODING OR LANGUAGE), TO INSTALL, CONSTRUCT, OPERATE, MAINTAIN, REPAIR, REPLACE AND RENEW ITS MAINS, PIPES, GATES, VALVES, HYDRANTS, COLLECTION LINES AND ALL OTHER APPURTENANCES OR FACILITIES WHICH MAY BE USED OR DEEMED NECESSARY BY THE VILLAGE OF SCHAUMBURG IN CONNECTION WITH FURNISHING WATER SERVICE IN THE SUBDIVISION OR ANY ADJACENT TERRITORY, INCLUDING WITHOUT BEING LIMITED TO, THE RIGHT TO ENTER SUCH WATER MAIN EASEMENTS WITHIN PARCELS TO MAKE OPENINGS THEREIN, THE RIGHT TO EXCAVATED BENEATH THE SURFACE THEREOF FOR THE PURPOSE OF INSTALLING, CONSTRUCTION, OPERATING, MAINTAINING, REPAIRING OR RENEWING ANY FACILITIES, AND TO CARRY ON THE BUSINESS OF PROVIDING MUNICIPAL BY MEANS OF FACILITIES LOCATED IN, UPON, ALONG OR UNDER SUCH STREETS, ROADS, BOULEVARDS, LANES, DRIVES, PUBLIC PLACES AND UTILITY EASEMENTS WITHIN OR WITHOUT LOTS OR PARCELS PROVIDED HOWEVER, THAT ANY EXCAVATION OR OTHER WORK INVOLVING AN OPENING, AN EXCAVATION ON ANY SUCH STREETS, ROADS, BOULEVARDS, LANES, DRIVES, PUBLIC PLACE, LOT OR WATER MAIN EASEMENTS SHALL BE COMPLETED IN A REASONABLE TIME AND AFTER COMPLETION OF SAID EXCAVATION OR OTHER WORK THE SURFACE OF THE STREET, ROADS BOULEVARDS, LANES, DRIVES, PUBLIC PLACE SHALL BE RESTORED TO AS GOOD CONDITION AS BEFORE SAID OPENING. NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT INTERFERE THEN OR LATER WITH THE AFORESAID USES OR RIGHTS HEREIN GRANTED AND PROVIDED THAT THE ESTABLISHED GROUND ELEVATIONS SHALL REMAIN UNCHANGED ON SAID EASEMENTS ALL FACILITIES OR APPURTENANCES INSTALLED OR TO BE INSTALLED BY THE VILLAGE OF SCHAUMBURG AND/OR THE GRANTOR HEREOF AND/OR ANY OF ITS AFFILIATES OR THEIR RESPECTIVE SUCCESSORS AND ASSIGNS OR ANY OTHER CONTRACTORS OR SUBCONTRACTORS IN ORDER TO PROVIDE WATER SERVICES WHICH ARE LOCATED OR INTEND TO BE LOCATED WITHIN THE EASEMENTS GRANTED HEREIN SHALL BE REMAIN THE SOLE PROPERTY OF THE VILLAGE OF SCHAUMBURG AND ITS SUCCESSORS AND ASSIGNS.

STORMWATER MANAGEMENT EASEMENT (S.W.M.E.) PROVISIONS

THE OWNER, AS DESCRIBED IN THE OWNER'S CERTIFICATE, AND ITS SUCCESSORS AND ASSIGNS (THE "OWNER"), OF THE LANDS AS PRESCRIBED BY THIS PLAT DOES HEREBY AGREE TO INSTALL, CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND PROVIDE LONG TERM MAINTENANCE (THE "MAINTENANCE OBLIGATIONS") FOR ALL STORMWATER MANAGEMENT FACILITIES AND AREAS, DESCRIBED HEREIN AND HEREON IDENTIFIED AS "STORMWATER MANAGEMENT EASEMENT" OR "S.W.M.E.," WITHIN THE PLATTED LAND, INCLUDING BUT NOT LIMITED TO DETENTION SYSTEM, STORM SEWERS, DRAINAGE DITCHES AND SWALES, IN ACCORDANCE WITH THE VILLAGE OF SCHAUMBURG'S ORDINANCES. NO CHANGE TO THE GRADE, TOPOGRAPHY OR STORMWATER MANAGEMENT STRUCTURES WITHIN THE STORMWATER MANAGEMENT EASEMENT AREAS SHALL BE MADE WITHOUT THE PRIOR WRITTEN APPROVAL OF THE VILLAGE.
THE OWNER DOES HEREBY RESERVE FOR AND GRANT TO THE VILLAGE OF SCHAUMBURG, A PERMANENT EASEMENT TO ENTER UPON THE PREMISES AND THE STORMWATER MANAGEMENT EASEMENT AREAS WITH SUCH EQUIPMENT AND PERSONNEL AS MAY BE DEEMED NECESSARY FOR THE PURPOSES OF PERFORMING AFOREMENTIONED MAINTENANCE OBLIGATIONS SHOULD THE OWNER FAIL TO PROVIDE OR PERFORM SUCH MAINTENANCE OBLIGATIONS THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER THE PREMISES WITH SUCH EQUIPMENT AND PERSONNEL AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID STORMWATER MANAGEMENT EASEMENT AREAS. IF THE OWNER FAILS TO PERFORM ITS MAINTENANCE OBLIGATIONS WITH RESPECT TO SAID FACILITIES, AND AFTER THIRTY (30) DAYS OF RECEIPT OF WRITTEN NOTICE FROM THE VILLAGE OF SAID FAILURE THE OWNER FAILS TO MAKE THE REQUIRED REPAIRS, THE VILLAGE HAS THE RIGHT, BUT NOT THE OBLIGATION, TO MAKE THE REQUIRED REPAIRS AND TO SEEK REIMBURSEMENT FROM THE OWNER, AND/OR TO FILE A LIEN ON THE PROPERTY FOR THE COSTS INCURRED BY THE VILLAGE IN CONNECTION WITH PERFORMING THE REPAIRS OR MAINTENANCE. IN AN EMERGENCY SITUATION, THE VILLAGE IS NOT REQUIRED TO PROVIDE NOTICE TO THE OWNER PRIOR TO MAKING THE REQUIRED REPAIRS OR PERFORMING THE NECESSARY MAINTENANCE.
NO OBSTRUCTION OR STRUCTURE SHALL BE ERECTED OR LOCATED, NOR SHALL ANY TREES BE PLANTED, OVER SAID EASEMENT AREAS, NOR SHALL ANY OTHER ACTIVITIES BE UNDERTAKEN THAT UNREASONABLY INTERFERE WITH THE VILLAGE'S INTENDED USE THEREOF, BUT THE SAME MAY BE USED FOR LANDSCAPING, FENCING, PARKING OR OTHER PURPOSES IF ALREADY IN PLACE AT TIME OF SUBDIVISION OR APPROVED IN WRITING BY THE VILLAGE OF SCHAUMBURG AND IF SUCH USE DOES NOT THEN OR LATER INTERFERE WITH THE AFOREMENTIONED PURPOSES.
THE GRANTED EASEMENT RIGHTS TO THE VILLAGE SHALL PROVIDE THE RIGHT TO THE VILLAGE TO REMOVE ANY FENCES, PAVEMENT, BUILDINGS OR STRUCTURES, AND TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS, BUSHES, ROOTS OR OTHER PLANTINGS THAT INTERFERE WITH THE OPERATION OR ACCESS TO SUCH STORMWATER MANAGEMENT FACILITIES IN, ON, UPON, ACROSS, UNDER OR THROUGH ANY DRAINAGE EASEMENT, OUTLOT OR STORMWATER MANAGEMENT EASEMENT SHOWN WITHIN THIS PLAT. THE VILLAGE SHALL NOT BE RESPONSIBLE FOR THE REPLACEMENT OR REPAIR OF ANY SUCH BUILDINGS, STRUCTURES, IMPROVEMENTS, TURF, FENCES, PAVEMENT, TREES, GARDENS, SHRUBS OR LANDSCAPING REMOVED OR DAMAGED DURING THE EXERCISE OF THE HEREIN GIVEN RIGHTS REPLACEMENT AND/OR REPAIR OF SAID ITEMS SHALL BE THE RESPONSIBILITY OF THE THEN PROPERTY OWNER. FOR THE PURPOSES OF CLARIFICATION, THE "MAINTENANCE OBLIGATION" PROVIDED WITHIN THIS STORMWATER MANAGEMENT EASEMENT PROVISIONS SHALL BE THE OBLIGATION OF THE OWNER OF LOT 1 OF THE LANDS AS PRESCRIBED BY THIS PLAT AND ITS SUCCESSORS AND ASSIGNS.

LINE TABLE		
Line	Direction	Length
L1	N 12° 51' 54.55" W	48.42'
L2	N 28° 25' 29.67" W	449.92'
L3	N 62° 08' 41.66" E	20.00'
L4	S 28° 25' 29.67" E	452.45'
L5	S 12° 51' 54.55" E	51.26'
L6	S 77° 26' 30.22" W	20.00'
L7	N 61° 34' 30.33" E	86.03'
L8	S 73° 25' 29.67" E	49.40'
L9	S 28° 25' 29.67" E	8.10'
L10	N 62° 16' 21.87" E	20.00'

LINE TABLE		
Line	Direction	Length
L11	N 28° 25' 29.67" W	18.63'
L12	N 73° 25' 29.67" W	65.97'
L13	S 61° 34' 30.33" W	94.31'
L14	S 28° 25' 29.67" E	20.00'
L15	N 89° 58' 13.78" W	16.15'
L16	S 77° 26' 30.22" W	66.00'
L17	N 12° 33' 29.78" W	70.00'
L18	N 77° 26' 30.22" E	66.00'
L19	S 89° 58' 13.78" E	31.40'
L20	S 0° 01' 46.22" W	68.32'

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

I, JEFFREY W. GLUNT, ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695 HEREBY CERTIFY THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECT SUPERVISION, FROM SURVEYS AND OFFICIAL RECORDS, FOR THE USE AND PURPOSES HEREIN SET FORTH AND THAT THE PLAT IS A CORRECT REPRESENTATION OF THE HEREON CAPTIONED PROPERTY. DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF AND ARE CORRECTED TO A TEMPERATURE OF 68 DEGREES F.

SCHAUMBURG, ILLINOIS, March 19, 2024

BY: [signature]
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 3695

STATE OF ILLINOIS
JEFFREY W. GLUNT
035-3695
SCHAUMBURG, ILLINOIS
PROFESSIONAL LAND SURVEYOR

EXPIRES 11-30-24

Originally Prepared: 12/13/2023 Project No. 22-082

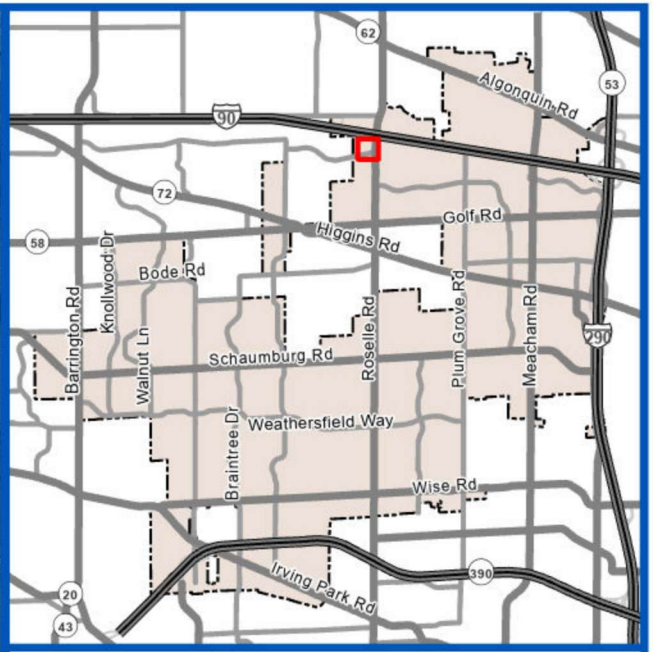
HAEGER ENGINEERING
consulting engineers • land surveyors
100 East State Parkway, Schaumburg, IL 60173
Tel: 847.394.6600 Fax: 847.394.6608
Illinois Professional Design Firm License No. 184-003152
www.haegerengineering.com

No.	Date	Revision

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Plot Date: Mar 19, 2024 - 1:37pm Plotted By: jeff.g Layout: Plat of Easement
File Name: P:\2022\22-082\Structural\Civil\Cad\22-082 Plat of Easement Within Hillcrest Blvd.dwg





Subject Property

Lurie Children's Hospital

New Construction

0 80 160

Feet

1895 Arbor Glen Blvd.

11

VILLAGE OF SCHAUMBURG

Prepared By:
Village of Schaumburg
Community Development Department

RESOLUTION NO. _____

A RESOLUTION ACCEPTING PUBLIC WATER MAIN AT LURIE CHILDREN'S HOSPITAL OUTPATIENT CENTER LOCATION AT 1895 ARBOR GLEN BOULEVARD

WHEREAS, the Village of Schaumburg required the developer to provide certain public improvements within the Lurie Children's Hospital Outpatient Center, such as the installation of a Public Water Main (the "Public Improvements"); and

WHEREAS, the approximate limits of the Public Improvements being accepted by the village is shown on the attached Exhibit "A"; and

WHEREAS, the Village of Schaumburg has inspected the Public Improvements and found them to be in compliance with Village codes; and

WHEREAS, the developer is required to submit to the Village a 1-year maintenance bond to be held and applied to any defects arising during the 1-year warranty period for the Public Improvements and will provide a bill of sale for the public improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: The Village of Schaumburg hereby accepts the Lurie Children's Hospital Outpaitent Center Public Improvements, specifically Public Water Main upon presentation submission of a 1-year maintenance bond and bill of sale in forms acceptable to the Village Attorney.

SECTION TWO: This Resolution shall be in full force and effect from and after its passage and approval according to law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED THIS _____ DAY OF _____ , 2025.

_____
Village President

ATTEST:

_____
Village Clerk

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve Change Order No. 1 for the Design of a New Village Hall Facility with Williams Architects
11/06/25
Engineering and Public Works Committee

Presenter: Mark Rysavy, Facilities Division Manager
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
SEE BUDGET TABLE ATTACHED		

Executive Summary:

The Village Board approved the initial new Village Hall design contract with Williams Architects on April 9, 2024. That contract approval was based on a construction value of $30 million, with provisions to modify the contract as the construction value grew as anticipated. The approved value of the design contract was $1,826,500 which included $1,425,000 base fee, plus $401,500 in structural, mechanical, electrical, fire protection, and interior design fees for a total fee of $1,826,500. The contract outlined a fee of 4.75% for the first $30 million of construction value, $4.65% for the next $10 million, and 4.55% for any costs exceeding $40 million. The subcontracted engineering and interior design services were fixed fees and were in addition to this base design fee percentage.

Final bids for construction were received on September 10, 2025, with the results being on budget for the guaranteed maximum price of $44,195,078 with Camosy Construction. Included in this cost are a number of items that do not affect the work of the architect, such as winter conditions contingency, construction contingency, and insurance and bonding issues. Staff negotiated a final construction value of $43 million to base the final design contract on. Using the contractual percentages laid out in the contract, the final design services with Williams Architects require a revision of the total design contract to $2,428,000. A breakdown of this fee structure and increases is included in the attached contract amendment letter from Williams Architects.

The project budget will require a mid-year amendment to cover these additional costs, which was planned for during the budget process. The project is still on budget overall, but because it is spread over three fiscal years, the accounting requires adjustments from time to time as the project has developed.

Williams Architects has provided exceptional design services to this point in the project and continues to be responsive throughout the construction process. As such, staff recommends the approval of a contract amendment with Williams Architects.

Recommended Action:

The Village Manager recommends the Engineering & Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute Change Order No. 1 for the Design of a New Village Hall Facility with Williams Architects of Itasca, IL, in the amount of $601,500, and approve the required Resolution.

ATTACHMENTS:

- Budget Table
- Resolution
- Change Order Proposal
- Original Agreement

New Village Hall Design Budget Table				
	Account	**Previous Value**	**New Value**	**Total Value**
Final Design	6809010-7401 (25004-10-140)	$1,484,500	$457,140	$1,941,640
Const Admin	6809010-7401 (25004-20-220)	$342,000	$144,360	$486,360
New Total Contract Value		**$1,826,500**	**$601,500**	**$2,428,000**

RESOLUTION NO. R-25-

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CHANGE ORDER NO. 1 FOR THE DESIGN OF A NEW VILLAGE HALL FACILITY WITH WILLIAMS ARCHITECTS

WHEREAS, the President and Board of Trustees wish to execute Change Order No. 1 to the agreement with Williams Architects of Itasca, IL, for the design of a new Village Hall Facility; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Change Order, Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager be and hereby are authorized and directed to execute the attached Change Order, Exhibit "A", between the Village of Schaumburg and Williams Architects of Itasca, IL.

SECTION TWO: That the Village Manager be and hereby are authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

WILLIAMS ARCHITECTS

AMENDMENT NUMBER ONE (1)

to

AIA Document B133 – Standard Form of Agreement between Owner and Architect

Client: Village of Schaumburg

Project: New Village Hall

Project No.: 2024-028

Date of Agreement: 26 April 2024

Date of Amendment: 25 September 2025

Architect: Williams Architects, Ltd.

One Pierce Place Suite 550W

Itasca, IL 60143

The Agreement referenced above is hereby amended, modified, and or changed as follows:

1) ARTICLE 11 – COMPENSATION

a) Section 11.1.1 Stipulated Sum shall be modified as follows:

The Architect's compensation shall be increased based on a mutually agreed-upon construction value of $43,000,000. The revised compensation shall be as follows:

Base Fee for $30,000,000 Project:	$	1,425,000
Fee Adjustment For $40,000,000 Construction Value $10,000,000 x 4.65%	$	465,000
Fee Adjustment For $43,000,000 Construction Value $ 3,000,000 x 4.55%	$	136,500
Total Revised Basic Services Fee	**$**	**2,026,500**
Adjustment For Construction & Reimbursable Maximum	$	401,500
Total Revised Fee	**$**	**2,428,000**

The revised division of fees by phase shall be as follows:

Phase / Service	Original Fee	Revised Fee	Increased Value Due To Architect	Amount Invoiced To Date	Total Adjustment For Work Completed
Schematic Design (16% of Total Fee)	$ 228,000	$ 324,240	$ 96,240	$ 228,000	$ 96,240
Design Development (18% of Total Fee)	$ 256,500	$ 364,770	$ 108,270	$ 256,500	$ 108,270
Construction Documents (40% of Total Fee)	$ 570,000	$810,600	$ 240,600	$ 570,000	$ 240,600
Bidding (2% of Total Fee)	$ 28,500	$ 40,530	$ 12,030	$ 25,650	$ 110,827
Construction Phase (24% of Total Fee)	$ 342,000	$486,360	$ 144,360	$ 85,500	$ 36,090
Subtotal – Basic Services	**$1,425,000**	**$2,026,500**	**$ 601,500**	**$ 1,156,650**	**$493,040**
Interior Design	$ 75,000			$ 71,250	
Interior Design – Furniture	$ 85,000			$ 63,750	
Interior Design – Signage	$ 24,000			$ 0	
Civil Engineering	$ 95,000			$ 92,150	
Landscape Design	$ 45,000			$ 43,650	
Low Voltage	$ 20,000			$ 18,000	
Reimbursable Limit	$ 57,500			$ 12,919	
Subtotal – Consultants & Reimbursable Expenses	**$401,500**	**$ 401,500**		**$ 301,719**	
Total Fee	**$ 1,826,500**	**$2,428,000**	**$ 601,500**	**$1,467,369**	

The Architect shall bill the "Total Adjustment For Work Completed" upon execution of this Amendment. Future billing will be based on the "Increased Value Due To Architect" amounts above.

Agreed This Day of _____, 2025:

OWNER
SCHAUMBURG VILLAGE HALL

_____
(Signature)

_____
(Printed Name and Title)

ARCHITECT
WILLIAMS ARCHITECTS



(Signature)

Andrew R. Dogan, AIA, NCARB, LEED, AP
Chief Operating Officer / Managing Principal
(Printed Name and Title)

g:\2024\2024-028 schaumburg village hall\b genrl_basic serv\b03 contracts\owner_architect\drafts\2025 09 25 svh amendment no. 1_final.docx

AIA® Document B133® – 2019

Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition

AGREEMENT made as of the 26th day of April in the year 2024
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address, and other information)

Village of Schaumburg
101 Schaumburg Court
Schaumburg, IL 60193

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

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143

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

Village of Schaumburg
New Village Hall
101 Schaumburg Court
Schaumburg, IL 60193

The Construction Manager (if known):
(Name, legal status, address, and other information)

Camosy Construction
43451 N. Highway 41
Zion, IL 60099

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This document is intended to be used in conjunction with AIA Documents A201–2017™, General Conditions of the Contract for Construction; A133–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price; and A134–2019™ Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price. AIA Document A201™–2017 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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User Notes:

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4 SUPPLEMENTAL AND ADDITIONAL SERVICES

5 OWNER'S RESPONSIBILITIES

6 COST OF THE WORK

7 COPYRIGHTS AND LICENSES

8 CLAIMS AND DISPUTES

9 TERMINATION OR SUSPENSION

10 MISCELLANEOUS PROVISIONS

11 COMPENSATION

12 SPECIAL TERMS AND CONDITIONS

13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Based upon the planning study prepared by Williams Architects and approved by the Village.

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The Project is to demolish the existing Village Hall and construct an all new one of approximately 60,000 – 70,000 SF in generally the same location.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

Construction cost is currently budgeted to be in the range of $35,000,000 to $40,000,000 plus soft costs.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

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User Notes:

.2 Construction commencement date:

Early 2025

.3 Substantial Completion date or dates:

Late 2026

.4 Other milestone dates:

TBD

§ 1.1.5 The Owner intends to retain a Construction Manager pursuant to the following agreement:
(Indicate agreement type.)

[X] AIA Document A133–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

[ ] AIA Document A134–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee without a Guaranteed Maximum Price.

§ 1.1.6 The Owner's requirements for accelerated or fast-track design and construction, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

TBD, but multiple bid releases will likely benefit the Village and this to be determined once the owner has brought the Construction Manager onto the project.

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

Owner's goal is to have a code-complying, energy efficient building, but no LEED or other third party certification is desired.

(Paragraph deleted)
§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address, and other contact information.)

Mark Rysavy, Facilities Division Manager, Department of Engineering and Public Works
Village of Schaumburg

Michael Hall, Director of Engineering and Public Works
Village of Schaumburg

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

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User Notes:

.1 Construction Manager:
(The Construction Manager is identified on the cover page. If a Construction Manager has not been retained as of the date of this Agreement, state the anticipated date of retention. If the Architect is to assist the Owner in selecting the Construction Manager, complete Section 4.1.1.1)

Camosy Construction
43451 N. Highway 41
Zion, IL 60099

.2 Land Surveyor:

TBD

.3 Geotechnical Engineer:

TBD

.4 Environmental Consultant:

TBD

.5 Other consultants and contractors:
(List any other consultants and contractors retained by the Owner.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.4:
(List name, address, and other contact information.)

Mark S. Bushhouse, AIA, LEED AP
President / Managing Principal

Andy R. Dogan, AIA, NCARB, LEED AP
Vice President / Senior Principal

§ 1.1.12 The Architect shall retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address, and other contact information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

IMEG Corporation
263 Shuman Boulevard, Suite 550

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User Notes:

Naperville, IL 60563

.2 Mechanical, Electrical, Plumbing and Fire Protection Engineer:

Berg Engineering Consultants, Ltd.
801 West Wise Road

*(Paragraphs deleted)*Schaumburg, IL 60193

§ 1.1.12.2 Consultants retained under Supplemental Services:

.1 Civil Engineer:

Eriksson Engineering Associates, Ltd.
145 Commerce Drive, Suite A
Grayslake, IL 60030

.2 Interior Finishes and Materials:

Williams Interiors
500 Park Boulevard, Suite 800
Itasca, IL 60143

.3 Interior Furniture & Signage

Williams Interiors
500 Park Boulevard, Suite 800
Itasca, IL 60143

.4 Low Voltage, Wiring, Audio Visual, Access Control

Sentinel Technologies
2550 Warrenville Road
Downers Grove, IL 60515

.5 Landscape Design

Eriksson Engineering Associates, Ltd.
145 Commerce Drive, Suite A
Grayslake, IL 60030

§ 1.1.13 Other Initial Information on which the Agreement is based:

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§ 1.2 The Owner and Architect may rely on the Initial Information which affects the scope of the project and the services of the Architect. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation by mutual agreement. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall review building and zoning laws, codes, ordinances and regulations in effect ("Governmental Requirements") that are applicable to the Architect's services and shall design in compliance with requirements imposed by governmental authorities having jurisdiction over the design of the Project ("Code Authority") . The Architect shall use reasonable efforts to obtain, at the earliest practical time, review of final Drawings and Specifications by the public body having authority over the design of the Project ("Code Authority"). The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall provide its services in conjunction with the services of a Construction Manager as described in the agreement identified in Section 1.1.5. The Architect shall not be responsible for actions taken by the Construction Manager.

§ 2.4 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.6 Insurance. The Architect shall maintain the following insurance until termination of this Agreement.

§ 2.6.1 "The Architect shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than One Million Dollars ($1,000,000) each occurrence, if such CGL insurance contains a general aggregate limit, it shall apply separately to this Project. CCL insurance shall be written on Insurance Services Office (ISO) occurrence form CC 00 0110 93, or a similar form providing similar coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract. The Owner shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 10 or a similar coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to the Owner. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

§ 2.6.2 The Architect shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than One Million Dollars ($1,000,000) each accident. Such insurance shall cover liability arising out of hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 120, or similar liability coverage.

§ 2.6.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.6.1 and 2.6.2,.

§ 2.6.4 Workers' Compensation at statutory limits.

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§ 2.6.5 The Architect shall maintain workers' compensation insurance as required by statute and Employers' Liability with policy limits not less than Five Hundred Thousand Dollars ($ 500,000) each accident, Five Hundred Thousand Dollars ($ 500,000) each employee, and Five Hundred Thousand Dollars ($ 500,000) policy limit.

§ 2.6.6 The Architect shall obtain and maintain, at its own expense, Architect's professional liability insurance in the amount of not less than Three Million Dollars ($3,000,000) per claim and not less than Three Million Dollars ($3,000,000.00) in the aggregate (with all coverage retroactive to the earlier date of this Agreement of the commencement of the Architect's services in relation to the Project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the Agreement with a deductible not to exceed $50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of Substantial Completion of the Project. In the event that any professional liability insurance required by this Agreement is written on a claims-made basis, the Architect shall provide that any retroactive date under the policy shall precede the effective date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time services under this Agreement are completed.

§ 2.6.7 Additional Insured Obligations. The Owner shall be an additional insured on the Architect's primary and excess insurance policies for Commercial Liability and Automobile Liability. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies.

§ 2.6.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.6.

§ 2.7 Notwithstanding anything to the contrary contained in this Agreement, the Owner's review and acceptance (0r approval) of any and all documents required under this Agreement shall be for the sole purpose of furnishing the Architect with information as to the Owner's objectives and goals with respect to the Project. Such review and acceptance (or approval) shall not be for determining the propriety, accuracy or completeness of the Architect's Services and shall not create any liability on the part of the Owner for errors, omissions, or inconsistencies or other fault in the Architect's services.

§ 2.8 Prior to beginning services, the Architect shall furnish Owner with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative, showing compliance with the insurance requirements set forth above. The insurance on which the Owner is an additional insured shall provide for 30 calendar days' written notice to the Owner prior to the insurer cancellation. The Architect shall provide written notice to the Owner of cancellation of other policies required above. Failure of the Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Architect's obligation to maintain such insurance.

§ 2.9 The Owner shall have the right, but not the obligation, of prohibiting Architect from entering the Project site until such certificates, or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Owner. Failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

§ 2.10 The Architect shall provide certified copies of all insurance policies required above within twenty-one (21)calendar days of Owner's written request for said copies.

§ 2.11 For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Owner has the right to reject insurance written by an insurer not in compliance with this Section.

§ 2.12 If Architect's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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§ 2.13 Any deductibles or self-insured retentions must be declared to the Owner.

§ 2.14 The Architect shall cause each consultant employed by the Architect to purchase and maintain insurance of the type specified above. When requested by the Owner, the Architect shall furnish copies of certificates of insurance evidencing coverage for each consultant.

§ 2.15 Under no circumstances shall the Owner be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including but not limited to:

(a) allowing any services to commence by the Architect before receipt of certificates of insurance;

(b) failing to review any certificates of insurance received from the Architect;

(c) failing to advise the Architect that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner. The Architect agrees that the obligation to provide the insurance required by this Agreement is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Owner.

§ 2.16 In the event the Architect fails to furnish and maintain the insurance required by this Agreement, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost thereof to the Owner upon demand or shall have such cost deducted from any payments due the Architect. The Architect agrees to furnish to the Owner the information needed to obtain such insurance.

§ 2.17 All General Liability and Auto insurance provided by the Architect shall provide that the insurance shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner has authorized the Supplemental Services set forth in Article 4.1 of this Agreement. If, after execution of this Agreement, the Owner requests further Supplemental Services or Additional Service as described in Article 4, the Architect shall perform the agreed upon services pursuant to a duly executed Supplemental or Additional Services authorization.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner and the Construction Manager research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner. Architect to provide digital presentation materials for all Board and/or public meetings.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner, the Construction Manager, and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Construction Manager a schedule of the Architect's services for inclusion in the Project scheduled prepared by the Construction Manager. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review, (2) for the Construction Manager's review, (3) for the performance of the Construction Manager's Preconstruction Phase services, (4) for the performance of the Owner's consultants, and (5) approval of submissions by authorities having jurisdiction over the Project.

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§ 3.1.4 The Architect shall submit information to the Construction Manager and participate in developing and revising the Project schedule as it relates to the Architect's services. The Architect shall review and approve, or take other appropriate action upon, the portion of the Project schedule relating to the performance of the Architect's services.

§ 3.1.5
(Paragraphs deleted)
Once the Owner, Construction Manager, and Architect agree to the time limits established by the Project schedule, the Owner and Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming work, made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, in coordination with the Construction Manager, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project and shall assist the Owner in securing their approval, and shall incorporate changes in the Construction Documents as may be required by such authorities. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner and Construction Manager in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. The Owner shall be responsible to pay all fees, including permitting fees, associated with such approvals.

§ 3.1.9 The Architect is responsible for the coordination of all Drawings and Specifications relating to Architect's consultants with the Architect's design drawings for the Project, regardless of whether such documents are prepared or provided by Architect, and/or by Architect's consultants. The Architect is responsible for coordination and internal checking of all Drawings of the Architect and its consultants. The Architect is responsible for the completeness and accuracy of the final Drawings and Specifications submitted by or though Architect and for their compliance with all applicable building and zoning codes, ordinances, regulations, laws, and statutes in accordance with the standard of care.

§ 3.2 Evaluation of the Construction Manager's Guaranteed Maximum Price Proposal or Control Estimate
§ 3.2.1 Prior to the Owner's acceptance of the Guaranteed Maximum Price proposal or Control Estimate as applicable the Architect shall consider the Construction Manager's requests for substitutions and, upon written request of the Construction Manager, provide clarification or interpretations pertaining to the Drawings, Specifications, and other documents submitted by the Architect. The Architect and Construction Manager shall include the Owner on all communications related to substitution requests, clarifications, and interpretations.

§ 3.2.2 During one of the design phases or after bidding is complete, the Owner will receive a Guaranteed Maximum Price proposal or Control Estimate, as appropriate, from the Construction Manager. The Architect shall assist the Owner in reviewing the Construction Manager's proposal or estimate. The Architect's review is not for the purpose of discovering errors, omissions, or inconsistencies; for the assumption of any responsibility for the Construction manger's proposed means, methods, sequences, techniques, or procedures: or for the verification of any estimates of cost or estimated cost proposals. In the event that the Architect discovers any inconsistencies or inaccuracies in the information presented, the Architect shall promptly notify the Owner and Construction Manager.

§ 3.2.3 Upon authorization by the Owner, and subject to Section 4.2.1.14, the Architect shall update the Drawings, Specifications, and other documents as an Additional Service per Article 11.3 to incorporate the agreed upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 3.3 Schematic Design Phase Services
§ 3.3.1 The Architect shall use the planning study space program, and other information furnished by the Owner and Construction Manager, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.3.2 The Architect shall present its preliminary evaluation to the Owner and Construction Manager and shall discuss with the Owner and Construction Manager alternative approaches to design and construction of the Project, including the

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feasibility of incorporating sustainable design approaches, and consideration of the implementation of the Owners sustainable objective, if any.. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.3.3 Based on the Owner's approved planning study concepts, the Architect shall prepare Schematic Design Documents for Construction Manager's review and the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. Basic building mechanical, electrical, and fire suppression system options to be reviewed with the Owner, Architect and its consultants, and Construction Manager. Basic Design Services for the Building's HVAC System do not include a geothermal type system. Design of this type of system could be added under Article 11.3

§ 3.3.3.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, implications of sustainable code requirements enacted in the relevant jurisdiction, if any, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Article 4.

§ 3.3.3.2 The Architect shall consider with the Owner and the Construction Manager the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.3.4 The Architect shall submit the Schematic Design Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Schematic Design Documents.

§ 3.3.5 Upon receipt of the Construction Manager's review comments and cost estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, identify agreed upon adjustments to the Project's size, quality, or budget, and request the Owner's approval of the Schematic Design Documents If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

(Paragraphs deleted)

§ 3.3.6 The Architect will assist in the preparation and participate in a presentation to the Village Board Meeting to present, review and discuss the design.

§ 3.3.7 In the further development of the Drawings and Specifications during this and subsequent phases of design, the Architect shall be entitled to rely on the accuracy of the estimates of the Cost of the Work, which are to be provided by the Construction Manager under the Construction Manager's agreement with the Owner.

(Paragraph deleted)

§ 3.4 Design Development Phase Services

§ 3.4.1 Based on the Owner's written approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.34, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Design Development Documents shall be based upon information provided, and estimates prepared by, the Construction Manager and shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

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§ 3.4.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Construction Manager and request the Owner's written approval. The Architect shall meet with the Construction Manager to review the Design Development Documents.

§ 3.4.3 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.

§ 3.5 Construction Documents Phase Services

§ 3.5.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Construction Manager's review and the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Construction Manager will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.5.2 Construction drawings, specifications, or other Construction Documents submitted by Architect must be complete in all material respects and in compliance with applicable building and zoning codes, ordinances, statutes, regulations, and laws.

§ 3.5.3 During the development of the Construction Documents, if requested by the Owner, the Architect shall assist the Owner and Construction Manager in the development and preparation of (1) the Conditions of the Contract for Construction (General, Supplementary and other Conditions) and (2) a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include sample forms. The Architect shall afford the Owner the opportunity to review and comment upon the instructions to bidders, bidding forms, bidding requirements, and general conditions in sufficient time to permit any changed deemed necessary by the Owner prior to their being published and available to the bidding public.

§ 3.5.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Construction Manager for the Owner's written approval. The Architect shall meet with the Construction Manager to review the Construction Documents.

§ 3.5.5 Upon receipt of the Construction Manager's information and estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7, and request the Owner's approval of the Construction Documents.

§ 3.5.6 Any defective designs or specifications furnished by the Architect will be corrected by the Architect at no cost to the Owner.

§ 3.6 Bidding Phase Services

The Architect shall assist the Owner and Construction Manager in the bidding the Project by

.1 participating in pre-bid conference for prospective bidders, and

.2 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.6.1 The Architect shall, as an Additional Service, consider requests for substitutions, if the Bidding Documents permit substitutions, and shall consult with the Construction Manager and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.6.2 The Architect shall provide conformed Construction Documents incorporating changes required for permits and final Project scope included in Owner/Contractor Agreement as an authorized Supplemental Service.

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§ 3.7 Construction Phase Services

§ 3.7.1 General

§ 3.7.1.1 The Architect shall provide administration of the Contract between the Owner and the Construction Manager as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Construction Manager modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The term "Contractor" as used in A201-2017 shall mean the Construction Manager.

§ 3.7.1.2 Subject to Section 4.2, the Architect's responsibility to provide Construction Phase Services commences upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Owner's approval of the Construction Manager's Control Estimate, or by a written agreement between the Owner and Construction Manager which sets forth a description of the Work to be performed by the Construction Manager prior to such acceptance or approval. Subject to Section 4.2, and except as provided in Section 3.7.6.5, the Architect's responsibility to provide Construction Phase Services terminates 60 calendar days after the date the Architect issues the Substantial Completion certificate for Payment.

§ 3.7.1.3 The Architect shall advise and consult with the Owner and Construction Manager during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Construction Manager's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Construction Manager or of any other persons or entities performing portions of the Work.

§ 3.7.1.4 The Construction Manager shall be responsible for conducting progress meetings as needed and for the preparation, distribution, and accuracy of minutes pertaining thereto to all parties as directed by the Owner.

§ 3.7.2 Evaluations of the Work

§ 3.7.2.1 The Architect shall visit the site at intervals indicated in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents or schedule. Site visits shall occur on an average of once every two weeks for up to 16 months. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall conduct any additional observations at any other as reasonably requested by the Owner as an Additional Service. On the basis of the site visits, the Architect shall provide field reports that keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Construction Manager, and (3) defects and deficiencies observed in the Work.

§ 3.7.2.2 The Architect has the authority to recommend to the Owner that the Owner reject Work that the Architect observes which does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to recommend to the Owner, that the Owner require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a recommendation made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Construction Manager, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

(Paragraph deleted)

§ 3.7.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Construction Manager. The Architect's response to such requests shall be made with reasonable promptness unless additional information is requested. Any communications via email shall be deemed sufficient to satisfy the writing requirement provided herein.

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§ 3.7.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Construction Manager, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect shall consult with the Owner on matters relating to aesthetic effect, but the Owner's decision in these matters shall be final.

(Paragraph deleted)

§ 3.7.2.5 Unless the Owner and Construction Manager designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Construction Manager as provided in the Contract Documents.

(Paragraph deleted)

§ 3.7.3 Certificates for Payment to Construction Manager

§ 3.7.3.1 The Architect shall review and certify the amounts due the Construction Manager and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Construction Manager's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Construction Manager is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.7.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Construction Manager's right to payment, or (4) ascertained how or for what purpose the Construction Manager has used money previously paid on account of the Contract Sum.

(Paragraph deleted)

§ 3.7.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.7.3.4 The Architect shall not review any waivers of lien from Contractors or their subcontractors or suppliers nor shall it investigate or verify if the Contractors, their subcontractors or material suppliers have received payment.

(Paragraph deleted)

§ 3.7.4 Submittals

(Paragraph deleted)

§ 3.7.4.1 The Architect shall review the Construction Manager's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the Architect's approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness (minimum review time of ten (10) business days) while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.7.4.2 The Architect shall review and approve, or take other appropriate action upon, the Construction Manager's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Construction Manager's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

(Paragraph deleted)

§ 3.7.4.3 If the Contract Documents specifically require the Construction Manager to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the

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appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Construction Manager's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

(Paragraph deleted)

§ 3.7.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.7.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Construction Manager in accordance with the requirements of the Contract Documents.

(Paragraph deleted)

§ 3.7.5 Changes in the Work

(Paragraphs deleted)

§ 3.7.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.7.5.2 The Architect shall maintain records relative to changes in the Work. Additionally, the Architect shall review and, upon request by Owner, provide written documentation of all change order requests and proposals with respect to the following criteria:

.1 confirm the proposed change is a material change to the Contract;
.2 confirm appropriate credits are included for Work not completed;
.3 verify that the proposed additional cost or credit is reasonable with respect to industry standards. Cost verifications may, as authorized by Owner, include independent estimates and/or consultations with contractors and vendors; and
.4 confirm that the appropriate back up documentation is included and mathematically correct including mark ups and taxes pursuant to the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.6 Project Completion

(Paragraph deleted)

§ 3.7.6.1 The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
.2 issue Certificates of Substantial Completion;
.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Construction Manager; and
.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

(Paragraphs deleted)

§ 3.7.6.2 The Architect shall contact the Owner's Representative to provide notice prior to any inspection for substantial or final completion. The Architect's inspections shall be conducted with the Owner to (1) check

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conformance of the Work with the requirements of the Contract Documents and (2) verify the accuracy and completeness of the list submitted by the Construction Manager of Work to be completed or corrected.

(Paragraphs deleted)

§ 3.7.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Construction Manager, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

(Paragraphs deleted)

§ 3.7.6.4 The Architect shall forward to the Owner the following information received from the Construction Manager: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; and (2) any other documentation required of the Construction Manager under the Contract Documents.

(Paragraphs deleted)

§ 3.7.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting and facility walk through with the Owner to review the facility operations performance and to assist the Owner in the preparation of a warranty list for the Owner's use with the Construction Manager.

(Paragraphs deleted)

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

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Supplemental Services	Responsibility (Architect, Owner, or not provided)
§ 4.1.1.1 Assistance with Selection of Construction Manager	Owner and Architect
§ 4.1.1.2 Programming Review	Completed
§ 4.1.1.3 Multiple Preliminary Designs	N.A.
§ 4.1.1.4 Measured drawings	N.A.
§ 4.1.1.5 Existing facilities surveys	Owner
§ 4.1.1.6 Site evaluation and planning	Completed
§ 4.1.1.7 Building Information Model management responsibilities	Architect and Owner
§ 4.1.1.8 Development of Building Information Models for post construction use	TBD
§ 4.1.1.9 Civil engineering	Architect 1.1.2.1.1, 4.1.2.1.1 & 11.2.a
§ 4.1.1.10 Landscape design	Architect 1.1.2.1.1, 4.1.2.1.2 & 11.2.j
§ 4.1.1.11 Architectural interior design	Architect 1.1.2.1.1, 4.1.2.1.5 & 11.2.c
§ 4.1.1.12 Value analysis	
§ 4.1.1.13 Cost estimating	Owner's Construction Manager
§ 4.1.1.14 On-site project representation	Owner's Construction Manager
§ 4.1.1.15 Conformed documents for construction	Architect 11.3
§ 4.1.1.16 As-designed record drawings	N.A.
§ 4.1.1.17 As-constructed record drawings	Architect 11.3
§ 4.1.1.18 11 month warranty review if requested by the Owner.	Architect per 3.7.6.5 – in Basic Services
(Row deleted)	
§ 4.1.1.19 Facility support services	N.A.
§ 4.1.1.20 Tenant-related services	N.A.
§ 4.1.1.21 Architect's coordination of the Owner's consultants	N.I.C.
§ 4.1.1.22 Telecommunications/data design	Owner
§ 4.1.1.23 Security evaluation and planning	
§ 4.1.1.24 Acoustical Design	Architect 11.4
(Row deleted)	
§ 4.1.1.25 Sustainable Project Services pursuant to Section 4.1.3	N.I.C.
§ 4.1.1.26 Historic preservation	N.I.C.
§ 4.1.1.27 Interior Furniture design	Architect 4.1.2.1.6 and 11.2
(Row deleted)	
§ 4.1.1.28 Public/Board Zoning Meetings, Submittals and Approvals	Architect 4.1.2.1.8 and 11.3 and Owner
(Row deleted)	
§ 4.1.1.29 Fast-track design Services	Architect 4.1.2.1.4 and 11.3 and CM
§ 4.1.1.30 Low Voltage Wiring and Access Control, Audio Visual, and Paging Systems	Architect 4.1.2.1.3 and 11.2.e
§ 4.1.1.31 Commissioning agent	Architect 4.1.2.1.10

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below. These are Owner approved Supplemental Services outside of Basic Services.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

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§ 4.1.2.1.1 Civil Engineering (§ 4.1.1.9)

Professional services for civil engineering, other site related design services are included in the Architect's as an Additional Service.

1. Area of design to include the building footprint, area between the building and the pond to the north, within 10 feet around the building, areas of required storm water detention improvements, added parking area, redeveloped existing parking areas, changes to access drive to the west of the building. No improvements to the plaza on the east side of the building or other pathways and site areas.
2. Design Services include:
    a. Design, construction documents, bidding assistance and construction administration.
    b. Site demolition related to the demolition of the existing Village Hall and paved areas.
    c. Overall grading with building elevations, overland drainage patterns and stormwater management locations.
    d. Overall utility design with consideration/inverts of sanitary, water and storm sewer improvements including utility service connections.
    e. Overall paving design with consideration of geometrics and landscape areas.
    f. Investigation of existing storm water system, previously made improvement, permitting and calculations.
    g. Preparation of calculations in conformance with the Village and Metropolitan Reclamation District (MWRD), Watershed Management Ordinance (WMO) for the developed area. Does not anticipate nor includes regional hydrologic modeling.
    h. Includes 3 meetings during design with village staff and participation at 2 public zoning/planning approval meetings.
    i. Preparation of the Stormwater Management Report including the calculation in conformance with MWRD and WMO.
    j. Preparation of and submittals of the following agencies:
        i. Assistance with completing the engineering portions of the local municipality site development application.
        ii. Illinois Historic Preservation Agency (IHPA) Report.
        iii. Illinois Department of Natural Resources (IDNR) Endangered Species Consultation Program Action Report (EcoCAT)
        iv. Illinois Environmental Protection Agency (IEPA) Notice of Intent for Stormwater Discharge.
        v. Illinois Environmental Protection Agency (IEPA) Sanitary Sewer Construction Permit.
        vi. Illinois Environmental Protection Agency (IEPA) Water Main Construction Permit.
        vii. Metropolitan Reclamation District (MWRD) Watershed Management permit.
    k. Does not include off-site or on-site improvements not required for the new Village Hall.
3. Construction Administration Services include:
    a. Site visits that include 4 visits during construction plus 1 punch list visit at substantial completion and 1 more visit for the final inspection.
    b. Review and approval of shop drawings and other required submittals.
    c. Review and responses to the contractor Requests for Information (RFI's).

§ 4.1.2.1.2 Landscape Architecture (§ 4.1.1.10)

1. Area of design to include the building footprint, area between the building and the pond to the north, within 10 feet around the building, areas of required storm water detention improvements, added parking area, redeveloped existing parking areas, changes to access drive to the west of the building. No improvements to the plaza on the east side of the building or other pathways and site areas.
2. Design Services include:
    a. Design, Construction Documents, Bidding and Construction Administration phases.
    b. Demolition of existing landscape elements associated with the new Village Hall.
    c. Design of finish grading, lawn seeded or sodded and mulched areas.
    d. Selection, drawings and specifications for plantings of bushes, perennials, trees and other typical plants.
    e. Irrigation system within the project limits described above.
    f. Coordination with Village staff to conform with Village zoning requirements for landscaping.

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g. Preparation of colored landscaping plan for use in the zoning/planning approval process and attendance at 2 public meetings.
h. Services do not include improvements to other areas of the Village owned property including paths, plazas and the other on or off site areas.

§ 4.1.2.1.3 Telephone, Computer, Multimedia and Other Special Systems (§ 4.1.1.22)
The Architect is not responsible for the design and coordination of the telephone, computer, 311 call center and other special systems not a part of the building's power, lighting, mechanical, fire suppression, fire alarm, low voltage wiring, access control, paging and control systems. The Architect shall design conduits, electrical boxes and power to allow for Owner designed system.

§ 4.1.2.1.4 Fast-Track / Multiple Bid Releases (§ 4.1.1.29)
Should multiple bid releases be utilized, the extra services associated with producing these documents, providing assistance for the Bidding and Negotiation Phases beyond the one included in the Basic Services, and any extra services required during the Construction Administration Phase shall be considered an Supplemental Service.

§ 4.1.2.1.5 Interior Design Services / Signage (§ 4.1.1.27)
Interior Design Service by Williams Architects' Interior Department to provide:
a. Multiple color range options
b. Meet with the Owner and work with the Owner to select and refine the preferred color theme.
c. Meet with the Owner and select the specific interior finishes, materials, and colors.
d. Design Owner approved patterns for the finishes, materials, and colors.
e. Assist the Architect with refinements to the interior wall layouts.
f. Services during the bidding phase to answer contractor questions.
g. Review contractor submittals during the Construction Administration phase and visit the facility 2 times when appropriate, to observe the installation of the Interior finishes and to provide a field report after each site visit

§ 4.1.2.1.6 Furniture Design Services (§ 4.1.1.27)
Furniture Design Services by Williams Architects' Interior Department to provide:
a. Work with the Owner to determine the facility's furniture needs.
b. Based upon the inventory of the furniture to be reused in this facility determine the added amount of furniture needed.
c. Furniture layout options for review, selection, and refinement, with the Owner using plan drawings and furniture lists.
d. Multiple furniture manufacturer and quality level options along with their estimated costs for view with the Owner. Team to visit Merchandise Mart to review furniture options.
e. Coordinate the furniture with the building interior finishes colors and textures.
f. Provide furniture drawings and specifications to the Construction Manager for the Construction Manager to solicit and bid.
g. Review the furniture submittals and coordinate with the Owner and constructor the delivery and installation dates.
h. Visit the site 5 times when appropriate to coordinate outlet locations with furniture, observe the delivery and installation of the furniture, to review the furniture and its installation, provide field reports to advise the Owner and furniture installer as to the progress of the work and any observed deficiencies in the furniture or its installation and provide punch list at furniture Substantial Completion and final inspection.

§ 4.1.2.1.7 Low Voltage Wiring and Systems Design (§ 4.1.1.30)
Design of General Building Access Control, Audio/Visual (A/V), and Paging Systems and communication wiring for these systems and the Owner designed computer and phone systems (selection of equipment and design of the computer and phone systems are by the Owner.

§ 4.1.2.1.8 Public Board / Zoning Meetings, Submittals and Approvals (§ 4.1.1.28)
If the Owner requests special documents, assistance from the Architect as part of the zoning process, these services shall be considered a Supplemental Service. Services do include attendance at 4 Board and/or Public Meetings.

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§ 4.1.2.1.9 Computer Animations
If Owner requests computer animations (videos of exterior "fly around" or interior "walk throughs") these to be provided on an hourly basis from 11.7.

§ 4.1.2.1.10 Commissioning Agent
Architect to determine in consultation with the Owner the consultant to retain and scope of their services. Commissioning agents fee to be incorporated into this agreement in accordance with article 11.4

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.
(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

(Paragraph deleted)

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- **.1** Services necessitated by a change in the Initial Information, previous instructions or recommendations given by the Construction Manager or the Owner, approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or bid packages in addition to those listed in Section 1.1.6;
- **.2** Making revisions in Drawings, Specifications, or other documents (as required pursuant to Section 6.7), when such revisions are required because the Construction Manager's estimate of the Cost of the Work, Guaranteed Maximum Price proposal, or Control Estimate exceeds the Owner's budget, except where such excess is due to changes initiated by the Architect in scope, capacities of basic systems, or the kinds and quality of materials, finishes, or equipment;
- **.3** Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- **.4** Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- **.5** Services necessitated by decisions of the Owner or Construction Manager not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- **.6** Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner- authorized recipients;
- **.7** Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner or Construction Manager;
- **.8** Preparation for, and attendance at, a public presentation, meeting or hearing except for four (4) public meetings as required by the Owner, which meetings may occur prior to the Construction Phase;
- **.9** Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- **.10** Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- **.11** Assistance to the Initial Decision Maker, if other than the Architect;
- **.12** Services necessitated by replacement of the Construction Manager or conversion of the Construction Manager as constructor project delivery method to an alternative project delivery method;
- **.13** Services necessitated by the Owner's delay in engaging the Construction Manager;

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.14 Making revisions to the Drawings, Specifications, and other documents resulting from agreed-upon assumptions and clarifications included in the Guaranteed Maximum Price Amendment or Control Estimate; and

.15 Making revisions to the Drawings, Specifications, and other documents resulting from substitutions included in the Guaranteed Maximum Price Amendment or Control Estimate.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice:

.1 Reviewing a Construction Manager's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Construction Manager's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Construction Manager from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Construction Manager-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders, and Construction Change Directives that require evaluation of the Construction Manager's proposals and supporting data, or the preparation or revision of Instruments of Service but only to the extent that such services required or requested from the Architect represent a material change in the services that would otherwise be required of the Architect for the completion of the Project ;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker provided such claims are not or are not alleged to be the result of the Architect's negligent acts, errors or omissions.; or

.5 Evaluating substitutions proposed by the Owner or Construction Manager and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Construction Manager

.2 On an average of one visit every two weeks for 16 months to the site by the Architect during construction

.3 One (1) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 One (1) inspections for any portion of the Work to determine final completion\

.5 Two (2) public meetings, as requested by the Owner, which meetings may occur prior to the Construction Phase.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Forty-Eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

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§ 5.2 The Owner shall retain a Construction Manager to provide services, duties, and responsibilities as described in the agreement selected in Section 1.1.5.

§ 5.3 With the Architect's assistance, the Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect and Construction Manager. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall designate a representative that shall act as the liaison between the Board of Trustees of the Village of Schaumburg and the Architect. This designation is being made for the purposes of facilitating the administrative and day-to-day management issues relating to the Project. In dealing with the Designated Representative, the Architect acknowledges that the Owner is an Illinois municipal corporation that can only be contractually bound by an affirmative vote of the Board of Trustees of the Village of Schaumburg. The Owner shall not unreasonably delay its vote to approve or disapprove necessary items in relation to the Architect's duties in relation to this Project so that the Project schedule is not impacted.

§ 5.4.1 The Owner has the right to reject any portion of the Architect's Services on the Project, including but not limited to Schematic Design Documents, Design Development Documents, Construction Documents, or the Architect's Construction Administration services or any other design services or documents on any reasonable basis, including aesthetics or because in the Owner's opinion, the construction cost of such design is likely to exceed the budget for Cost of the Work. If at any time the Architect's Services are rejected by the Owner, the Architect must proceed when requested by the Owner, to revise the deliverables prepared for that phase in accordance with Owner's direction. These revisions shall be made without adjustment to the compensation provided hereunder, unless revisions are made to Services previously approved by the Owner under previous phases, in which case such revision will be paid as an Additional Service. Should there be substantial revisions to the original program after the approval of the Schematic Design Documents, which changes substantially increase the scope of design services to be furnished hereunder, such revision services will be paid as an Additional Service. The Architect must notify the Owner of all Additional Services in writing and receive approval from Owner before proceeding with revisions necessitated by such changes. No payment, of any nature whatsoever, will be made to the Architect for Additional Services without such written approval by Owner.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

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§ 5.7 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect shall assist the Owner in determining the need for other consultants and their scopes of services. The Owner may contract separately for the consulting services suggested by the Architect either as a Supplemental Service under this Agreement provided the Architect agrees in writing or by Owner directly. Unless otherwise indicated, those services shall be performed by licensed professionals who shall affix their seals on the appropriate documents prepared by them. The Architect and the Owner's consultants shall bear the mutual responsibility to coordinate their documents and the Owner's contracts with the Owner's consultants shall so require. The Architect shall be entitled to rely on the technical sufficiency, accuracy, compliance with the standard of care, and timely delivery of documents and services furnished by those consultants unless the Architect knows that such services are deficient or inaccurate,

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall be entitled to rely on the accuracy and completeness of services and information provided by the Architect. However, the Owner shall provide prompt written notice to the Architect and Construction Manager if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

(Paragraph deleted)
§ 5.12 The Owner shall include the Architect in all communications with the Construction Manager that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 The Owner shall coordinate the Architect's duties and responsibilities set forth in the Agreement between the Owner and the Construction Manager with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Construction Manager, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Construction Manager to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

§ 5.16 Construction Manager's Obligation to Insure for Bodily Injury Claims
The Owner will require the Construction Manager responsible for construction to purchase insurance to cover claims and expenses asserted against Architect, its employees and consultants for bodily injury, sickness, disease, or death caused by any negligent act or omission of the Construction Manager, any of its Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable.

§ 5.17 Force Majeure

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In the event the Architect is hindered, delayed or prevented from performing its obligations under this Agreement as a result of any fire, flood, landslide, tornado, epidemic, pandemic, and other acts of God, war, act of terrorism, malicious mischief, theft, strike, lockout and other labor problems, shortages of material or labor, governmental shutdowns, failure of any governmental agency or the Owner to furnish information or to approve or to disapprove the Architect's services or any other cause beyond the reasonable control of the Architect's time for completion of the Architect's work, shall be extended by the period of resulting delay.

§ 5.18 Indemnity for Deviation

The Owner may choose to act as its own general contractor or may otherwise choose to materially deviate during construction from the Construction Documents prepared by the Architect. If such action by the Owner occurs, the Owner hereby indemnifies and holds harmless the Architect, its employees and consultants from and against all claims, damages, losses and expense, including but not limited to attorneys' fees and economic damages arising out of, in connection with, or resulting from the performance (or failure to perform) of the owner, where there has been a material deviation from any document prepared by Architect o where there has been a failure to follow any material written recommendation of the Architect. In the event that the Architect, its employees and consultant are required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorneys' fee and cost incurred by the indemnified party in bringing that action, if the indemnity is granted.

§ 5.19 Construction General Conditions

The Owner agrees to require the following paragraph to be made a part of the General Conditions for the Construction of the Project:

"In performing its obligations for the Owner, the Architect and their consultants may cause expense for the Construction Manager and subcontractors. However, Construction Manager, its subcontractors and sureties shall maintain no direct action against the Owner or Architect, consultants, their agents and employees, for any claim arising out of, in connection with or resulting from the Work performed or required to be performed. Only the Owner shall be the beneficiary of any undertaking by the Architect."

§ 5.20 Builders Risk Insurance:

The Owner shall require that the Architect and its employees to be named as additional named insureds under the builders Risk Insurance purchased by the Owner and/or Construction Manager applicable to the Project.

§ 5.21 The Owner acknowledges that accelerated, phased, or fast-track scheduling provides a benefit but also carries with it associated risks. Such risks include the owner incurring consists for the Architect to coordinate and redesign portions of the Project affected by Procuring or installing elements of the Project prior to the completion of all relevant Construction Documents and costs for the Construction Manager to remove and replace previously installed Work. If the Owner selects accelerated, phased, or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect or Architect's consultants and shall include the Construction Manager's general conditions costs, overhead, and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the compensation of the Construction Manager for Preconstruction Phase services; the costs of the land, rights-of-way, financing, or unused contingencies for changes in the Work; or other costs that are the responsibility of the Owner. If the Owner reduces the budget for the Cost of the Work at any time during the Project, the Architect shall be entitled to be compensated for all services rendered based upon the budgets that were in effect when the services were rendered.

For compensation to the Architect based upon a percentage of the Cost of Work, the Cost of the Work shall include: 1) 76% of the cost of alternates which are not accepted; 2) 100% of the cost of alternates which are accepted; 3) 100% of the cost of change orders which increase the Cost of the Work (unless they are caused by the Architect's error omission);

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§ 6.2 The Owner's budget for the Cost of the Work is provided in the Initial Information, and shall be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Construction Manager's judgment as a construction professional.

§ 6.3 The Owner shall require the Construction Manager to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Construction Manager prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Construction Manager's inaccuracies or incompleteness in preparing cost estimates, or due to market conditions the Architect could not reasonably anticipate. The Architect may review the Construction Manager's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.

(Paragraph deleted)

§ 6.4 If, during or at the end of the Schematic Design Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Construction Manager, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the Construction Manager's estimate of the Cost of the Work during or at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 terminate in accordance with Section 9.5;
.3 in consultation with the Architect and Construction Manager, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to proceed under Section 6.5.3 and cost reduction goal is less than 8%, the Architect, without additional compensation, shall incorporate the revisions in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work, or the budget as adjusted under Section 6.5.1. The Architect's revisions in the Construction Documents Phase shall be the limit of the Architect's responsibility under this Article 6.

§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by the Construction Manager's subsequent cost estimates, the Guaranteed Maximum Price proposal, or Control Estimate that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 In transmitting Instruments of Service, or any other information, the transmitting party represents that it is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions. The documents in electronic file format will be provided upon request. The information is proprietary in nature, and shall only be utilized for the Project. All drawing information contained therein, including but not limited to clocks, symbol libraries, details, etc. shall not be reproduced, sold, distributed or utilized in any form on other project without the express written permission of the Architect. Due to the unsecured nature of these electronic files and inability of the originator to establish controls over the use thereof, the Architect and its consultants assumes no responsibility for any consequences arising out of the use of the data. It is the sole responsibility of the user to check the validity of all information contained. The user shall , at all times, refer to the author provided hard copy, or in the case of the Architect's Instrument of Service, the signed and sealed Construction Documents for the Project. The user shall assume all risks and liabilities resulting from the use of electronic file data.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements

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or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive royalty-free license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due, pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Construction Manager, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

Upon completion of the Project, or upon termination of this Agreement for any reason prior to the completion of the Project and payment of all sums due and owing the Architect and subject to the terms hereof the Owner shall be entitled to retain copies of all Instruments of Service and shall have an irrevocable, royalty-free, right and license to use all of the Instruments of Service for any and all purposes related to the Project in any manner the Owner deems fit at the Owner's sole risk and responsibility and without liability to the Architect's or its consultants, including the following:

a. Electronics Filing and Archiving for the purpose of record keeping at Owner designated areas;

b. Any future renovation, addition, or alteration to the Project; and

c. Any future maintenance or operations issue as it pertains to the Project.

The Architect or Architect's consultants shall not be responsible for any use of or modifications to the Instruments of Service made by or on behalf of the Owner or Owner's representatives or for Owner's use of the Instruments of Service on this Project or on other projects or addition or renovations to the Project without the involvement of the Architect and its consultants, and the Owner shall release the Architect and its consultants and shall indemnify and hold Architect and its consultants from all claims, damages, losses, costs and expenses, including the cost of defense, related to claims or causes of action asserted by anyone arising from such use, reuse or modifications.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except for the licenses granted in this Article 7 no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants. This provision shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case

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not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the Construction Manager, contractors, consultants, agents and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. However, mediation shall not be a pre-condition to a claim against the Architect as a third party defendant.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box.)

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[X] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

(Paragraphs deleted)

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§ 8.3 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services in accordance herewith. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. The Owner and Architect shall meet promptly to negotiate any disputed amounts.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

Eight percent (8%) of remaining unpaid fees, whether or not earned at the time of termination, set forth in Article 11.

.2 Licensing Fee if the Owner requests to continue using the Architect's Instruments of Service without the involvement of the Architect:

Ten percent (10%) of all fees in Article 11.

§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

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ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located,

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction, except as modified in this Agreement. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. Unless otherwise disclosed and arranged for disposal, the Owner represents to the Architect that no hazardous or toxic substances within the meaning of any applicable statute or regulation are presently stored, or otherwise located on the Project site or adjacent thereto. Further, within the definition of such statutes or regulations, no part of the project site or adjacent real estate, including the ground water located thereon, is presently contaminated with such substances.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated on its face as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 Indemnity from Construction Manager Required in Construction Contract

To the fullest extent permitted by law, the Construction Manager shall waive all rights of contribution and shall indemnify and hold harmless the Owner, the Architect and their agents and employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, and economic damages, arising out of or resulting from or in connection with the performance of the Work, provided that any such claim, damage, loss or expenses

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is caused in whole or in part by any negligent act or omission of the Construction Manager, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Agreement.

In any and all claims against the Owner or the Architect or any of their agents or employees and consultants by any employee of the Construction Manager or any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph agreement shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Construction Manager or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

§ 10.10 The Owner shall not require arbitration as the binding dispute resolution forum with the Construction Manager and shall strike the arbitration requirements in the A201-2017.

§ 10.11 The Owner shall require the Construction Manager to name the Owner and the Architect and their respective directors, officers and employees as additional insureds on the Construction Manager's automobile and general liability for liability arising out of the operations of the Construction Manager. The Owner shall require the Construction Manager's excess policies be following form and shall also require that the Construction Manager's general liability and automobile liability policies be endorsed to be primary and non-contributory over any other insurance carried by the additional insureds. The Owner shall require the Construction Manager to submit written evidence of its compliance with this Section.

§ 10.12 Any legal notice or communication, requests, reply, advice, report or designation (hereinafter severally and collectively called 'legal notice') in this Agreement provided or permitted to be given, made or accepted by either party to the other shall be in writing unless otherwise provided herein and shall be given or be served by depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, by delivering the same in person to such party or by facsimile and with an e-mail confirmation with read/receipt requirements. Legal notices deposited in the mail in the manner hereinabove described shall be effective upon receipt. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to Owner:

Village of Schaumburg
714 S. Plum Grove Road, Schaumburg, IL 60193
Attn: Mark Rysavy, Facilities Division Manager
Email: mrysavy@schaumburg.com
Phone: (847) 923-6645

If to Architect:

Williams Architects
500 Park Boulevard, Suite 800
Itasca, IL 60143
Attn: Mark S. Bushhouse
Email: msbushhouse@williams-architects.com
Phone: (630) 221-1212

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

For the Architect's Basic Design Services including architecture, structural, mechanical, electrical, plumbing and fire suppression engineering shall be One Million Four Hundred Twenty-Five Thousand

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Dollars ($1,425,000). Based upon a total construction cost of $30,000,000 including all site, building and Construction Manager's costs.

(Paragraphs deleted)

If Owner authorizes a total construction cost that exceeds $30,000,000 then the Architect's fee shall be increased by 4.65% of the total construction costs that exceeds $30,000,000 up to $40,000,000.

(Paragraph deleted)

If Owner authorizes a total construction cost that exceeds $40,000,000 then the Architect's fee shall be increased by 4.55% of the total construction costs that exceeds $40,000,000.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

Supplemental Services in addition to the Basic Services fee of the Architect are as follows:

a. Civil Engineering: $95,000
b. Landscape Design: $45,000
c. Furniture Design: $85,000
d. Interior Signage Design: $24,000
e. Interior Finishes Design: $75,000
f. To provide design services for the low voltage systems including: Low Voltage communication wiring (for these and the Owner's phone and computer systems), access control, Audio Visual and Paging Systems: $20,000
g. Commissioning Agent: To be determined in accordance with article 11.4.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

On an hourly basis in accordance with Article 11.7 or as otherwise agreed to by the Owner and Architect.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect times a one point one five multiplier (1.15), or as follows:
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Sixteen	percent (	16	%)
Design Development Phase	Eighteen	percent (	18	%)
Construction Documents Phase	Forty	percent (	40	%)
Bidding Phase	Two	percent (	02	%)
Construction Phase	Twenty-Four	percent (	24	%)

(Row deleted)

Total Basic Compensation	One Hundred	percent (	100	%)

The Owner acknowledges that with an accelerated Project delivery, multiple bid package process, or Construction Manager as constructor project delivery method, the Architect may be providing its services in multiple Phases

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simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work if the budget is reduced..

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate ($0.00)
Managing Principal	$ 250.00 / Hour
Senior Principal	$ 231.00 / Hour
Principal	$ 225.00 / Hour
Associate Principal	$ 223.00 / Hour
Senior Associate/Senior Project Manager	$ 223.00 / Hour
Associate/Project Manager	$ 203.00 / Hour
Architect III	$ 180.00 / Hour
Architect II	$ 166.00 / Hour
Architect I	$ 149.00 / Hour
Senior Project Coordinator II	$ 180.00 / Hour
Senior Project Coordinator I	$ 166.00 / Hour
Project Coordinator IV	$ 135.00 / Hour
Project Coordinator III	$ 124.00 / Hour
Project Coordinator II	$ 105.00 / Hour
Project Coordinator I	$ 90.00 / Hour
Project Technician II	$ 70.00 / Hour
Project Technician I	$ 54.00 / Hour
Aquatic Engineer II	$ 214.00 / Hour
Aquatic Engineer I	$ 163.00 / Hour
Director of Marketing	$ 200.00 / Hour
Marketing Coordinator	$ 145.00 / Hour
Accounting	$ 192.00 / Hour
Secretarial	$ 135.00 / Hour
Clerical	$ 96.00 / Hour
Director of Interior Design	$ 182.00 / Hour
Interior Designer V	$ 142.00 / Hour
Interior Designer IV	$ 119.00 / Hour
Interior Designer III	$ 92.00 / Hour
Interior Designer II	$ 79.00 / Hour
Interior Designer I	$ 54.00 / Hour

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;

.2 Project web sites, and extranets;

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.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;

.6 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.7 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.8 All taxes levied on professional services and on reimbursable expenses;
.9 Site office expenses;
.10 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
.11 Other Owner approved similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus fifteen percent (15 %) of the expenses incurred to a maximum of $57,500.

(Paragraphs deleted)
§ 11.8.3 If the types and limits of coverage required in Section 2.6 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages:
(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.6, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect
§ 11.10.1 Initial Payments
§ 11.10.1.1 An initial payment of zero ($ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments
§ 11.10.2.1 Payments shall be due and payable and interest shall accrue pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1, et. Seq.).
(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding or as a result of litigation.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times within five (5) business days of a request from the Owner.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

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§ 12.1 Limited Liability Entity. The Owner acknowledges that the Architect is a corporation and agrees that any claim made by the Owner arising out of any act or omission of any director, officer or employee of the Architect in the execution or performance of this Agreement, shall be made against the entity and not against any of their individual directors, officers or employees.

§12.2 Responsibility for Code Compliance. The Architect shall conform the final Drawings and Specifications to applicable building codes existing on the date of the start of Construction Documents, or if a change in the applicable codes has been communicated to the Architect that will be in affect at the time of completion of the final Drawings and Specifications. However, the Owner recognizes that interpretations by governmental officials ("Code Authority") are often subject to change even after issuance of a building permit. If modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make the required modifications, but the cost of such modifications shall be compensated as an Additional Service. The parties acknowledge that submittal of Drawings and Specifications for permit routinely results in comments, questions and change requests by the Code Authority, and the Architect shall make such changes and/or provide the requested information as a Basic Service. Nothing contained herein shall relieve the Architect of its obligation to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with the applicable government requirements.

§ 12.3 Americans With Disabilities Act. The Architect shall conform the Construction Documents to the requirements known to similarly situated architects with the Americans With Disabilities Act Accessibility Guidelines ("ADAAG"). The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the final Drawings or Specifications, such modifications shall be considered an Additional Service. The Owner shall be solely responsible for compliance with the provisions of the Americans With Disabilities Act for any areas outside the scope of the Project. The Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

§ 12.4 To the extent any of the following applies to the Architect, the Architect shall comply during the performance of this Agreement with applicable federal, state and local laws, rules and regulations including the following:

(a) **Certification**. The Architect certifies that it is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq. The Architect certifies by signing this Agreement that the Architect has not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 et seq.; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has any of the Architect made admission of guilt of such conduct which is a matter of record, nor has any official, officer, or employee of the Parties been so convicted nor made such an admission; and

(b) **Non-Discrimination**. The Architect agrees not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. The Architect maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)). The Architect certifies that it is an "Equal Opportunity Employer" as defined by federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 III. Adm. Code, Part 750, Appendix A). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. The Architect certifies that it agrees to comply with

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the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations, Title 44, Part 750. Administrative Code, Title 44: Government Contracts, Procurement and Property Management, Subtitle B: Supplemental Procurement Rules, Chapter X: Department of Human Rights, Part 750: Procedures Applicable to All Agencies, Section 750.160: Segregated Facilities (44 Ill. Adm. Code 750.160); and

(c) **Illinois Freedom of Information Act**. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 et seq.) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2). Consequently, the Parties must maintain and make available to the other Parties, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 et seq.) and FOIA. The Architect agrees to maintain, without charge to the Owner, all records and documents for the Project in compliance with the FOIA. The Architect shall produce records which are responsive to a request received by the Owner under the FOIA which are not in the possession of the Owner or previously provided to the Owner by the Architect so that the Owner may provide records to those requesting them within reasonable timeframes. If additional time is necessary to compile records in response to a request, then Architect shall so notify the Owner and if possible, the Owner shall request an extension so as to comply with the FOIA.

(d) In the event of the Architect's non-compliance with the provisions of the foregoing federal and state laws, including the Equal Employment Opportunity Clause, the Illinois Human Rights Act, or the rules and regulations of the Illinois Department of Human Rights which are applicable to the Architect, the Architect may be declared ineligible for future contracts or subcontracts and this Agreement may be canceled and voided in whole or in part without any liabilities or penalties being imposed on the Owner and with such other sanctions or other penalties as may be imposed on the Architect as provided by statute or regulation or this Agreement. However, any forbearance or delay by the Owner in canceling this Agreement shall not be constituted as and does not constitute the Owner's consent to such a violation or the Owners waiver of any rights it may have.

§ 12.5 To the fullest extent permitted by law, the Architect shall indemnify and hold harmless the Owner and its officers, officials and employees (the "Indemnitees") from and against liabilities, damages, losses and expenses, including reasonable legal fees (attorney's and paralegals' fees and court costs) recoverable under applicable law, incurred by an Indemnitee to a third party claimant arising out of or resulting from the performance of the Architect's Services, provided that any such damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and (ii) to the extent the damage, loss or expense is caused by a wrongful or negligent act or omission for the Architect, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable in the rendering of professional services. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Section.

§ 12.6 The Architect shall include as a requirement in the General Conditions that the Contractor shall reimburse, defend, hold harmless and indemnify Architect from all attorney's fees, costs and expenses expended by the Architect in defending any claims made against it for bodily injury arising out of, resulting from or in connection with any construction Work performed by the Contractor or anyone retained by the Contractor on the Project, including but not limited to subcontractors or material suppliers, where the Architect is not negligent or is found not to be negligent or in charge of or in control of the Work under Illinois law and that the Contractor shall name the Architect as an additional insured on the Contractor's general liability policy for such claims.

§ 12.7 The Architect shall include as a requirement in the General Conditions the following text: "The Contractor shall reimburse, defend, hold harmless and indemnify the Owner and its officers, appointed and elected officials, employees, agents, volunteers and representatives from and against all claims, damages, losses and expenses of any kind, including reasonable legal fees (attorney's and paralegals' fees and court costs), arising out of or resulting from the performance of the Contractor's Work for bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use

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resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, and indemnify to the extent the damage, loss or expense is caused by a wrongful or negligent act or omission for the Contractor, any subconsultant, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable arising out of, resulting from or in connection with any construction Work performed by the Contractor or anyone retained by the Contractor on the Project, including but not limited to subcontractors or material suppliers. This indemnification and hold harmless provision shall not be restricted or limited by any statutory limitation on compensation or benefits payable under any worker's compensation laws in that the Contractor agrees to assume all responsibility and liability, to the fullest extent permitted by law, and the Contractor waives any limitation of liability defense based upon any worker's compensation law and the cases decided thereunder for all losses and damages of any kind, including illness, death, property damage, or property loss, sustained by the Contractor or any of its employees, agents, representatives or subcontractors or their employees or agents, excluding, however, any claims and causes of action that arise from the willful and wanton conduct of the Owner or its employees, agents, volunteers and representatives. To the fullest extent permitted by law, the Contractor agrees to waive and release its rights to file any and all claims and causes of action of any kind against the Owner and its employees, agents, volunteers and representatives for contribution for losses, damages, settlements and judgments relating to any injuries and losses, including but not limited to any bodily injury, death, personal injury, illness, or property damage or property loss of any kind, including litigation defense costs and legal fees for claims and causes of action of any kind, whether directly or indirectly arising from or connected with the Work on the Project brought by the above named Contractor or any of its employees, agents, representatives or subcontractors or their employees or agents, or its/his/her/their executors, administrators, heirs, next of kin, successors and assigns or any other persons or third parties, excluding, however, any claims and causes of action that arise from the willful and wanton conduct of the Owner or any of its employees, agents, volunteers and representatives. If the any of Contractor's employees, agents, representatives or subcontractors or their employees or agents are injured or sustain a loss of any kind, including illness, death, property damage, or property loss, on account of its/his/her/their work on the Project, the Contractor agrees to assume all responsibility and liability, to the fullest extent permitted by law, for all losses and damages of any kind on account of its/his/her/their work on the Project, excluding, however, any claims and causes of action that arise from the willful and wanton conduct of the Owner or any of its employees, agents, volunteers and representatives, and shall be solely responsible for and liable for payment of all compensation or benefits related to any worker's compensation laws, unemployment compensation laws, pension laws, or any amendments to such laws or other similar employment benefit laws and shall not seek contribution for payment of such statutory compensation or benefits.

§ 12.8 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Architect and its employees from and against all claims, demands, causes of actions, suits, losses and expenses, including reasonable attorney's fees, paralegal and litigation expenses and court costs, arising out of or resulting from any act, conduct or omission of the Owner or any one for whose acts or omissions the Owner may be liable, regardless of whether such claim, damage, loss or expense is attributable to bodily injury, sickness or death, injury to or destruction of tangible property, loss of use or other economic damages. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would exist as to any other party or person described in this Section.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

.1 AIA Document B133™–2019, Standard Form Agreement Between Owner and Architect, Construction Manager as Constructor Edition

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(Paragraphs deleted)

.2 Other documents:

(List other documents, if any, forming part of the Agreement.)

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

OWNER *(Signature)*

Brian A. Townsend
Village Manager

(Printed name and title)

ARCHITECT *(Signature)*

Mark S. Bushhouse, AIA
President / Managing Principal

(Printed name, title, and license number, if required)

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VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Authorize Participation in the Choice Partners Cooperative Contract and Award the Prairie Center for the Arts Lecture Hall and PEG Studio Updates to BEAR Construction Company
11/06/25
Engineering and Public Works Committee

Presenter: Mark Rysavy, Facilities Division Manager
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
SEE BUDGET TABLE		

The budget status for this request is: Under Budget

Executive Summary:

The FY 25/26 Capital Improvement Plan (CIP) includes two projects for the Al Larson Prairie Center for the Arts (PCA). The first is an interior rehabilitation of the lecture hall that includes a new floor for the stage, relocation of the ramp to the stage, installation of a storage room where the old ramp was located, lighting improvements throughout, installation of sound panels to assist with acoustics, and a new engineer's counter in the control booth. The PCA operations budget also includes money for some technology upgrades in the lecture hall to be approved separately. Diagrams of the work and scope have been included with this item.

The second project is the upgrade of the original PEG studio in the basement of the PCA. This work includes new carpet, lighting, furniture, small closet installation, a purge of all obsolete technology and cables in the studio, a new work bench area, and some minor finish upgrades in the sound recording booth. This studio space will be shared between Communications and Outreach part-time staff and the part-time staff of the PCA to better utilize the space overall. Previously this space was reserved for Communications and Outreach staff, but with their relocation to the Village Hall, the space can be shared moving forward. Diagrams of the work and scope have been included with this item.

To streamline internal design and capitalize on pricing gains from a larger scope, staff has initiated a budget transfer to combine these two projects. This would move the full $100,000.00 budget for the Peg Studio work into the Lecture Hall project budget, resulting in a new budget value of $300,000.00. Staff created the design and scope drawings in-house in order to save money as well.

Staff worked with BEAR Construction and PCA staff to develop the full scope of work and to provide proposals. BEAR completed the PCA lobby remodel in FY 24/25 with great success, which is why they were chosen for this work as part of the Choice Partners Cooperative. Bear provided a total proposal cost of $240,547.45 to complete all the work in both spaces, except the flooring. A separate vendor will be installing the carpet and baseboard, with a third vendor providing furniture (desks) for the studio. The attached budget table shows the breakdown of costs, scopes, and vendors on this project. The entire

project is under budget.

With the project on budget and the positive work history of BEAR Construction, staff recommends working with BEAR to complete the combined project scope outlined for the PCA Lecture Hall and PEG Studio updates.

Recommended Action:

The Village Manager recommends that the Engineering and Public Works Committee recommend the Village Board authorize participation in the Choice Partners Cooperative Contract #CP-061 and award the Prairie Center for the Arts Lecture Hall and PEG Studio Updates to BEAR Construction Company of Rolling Meadows, IL, in the amount of $240,547.45

ATTACHMENTS:

- Budget Table
- Proposal
- Proposal - Alt #1
- Proposal - Alt #2
- Scope of Work
- Choice Partners Co-Op
- Exhibit

PCA Lecture Hall and PEG Studio Rehab		
Contractor	**Scope of Work**	**Value**
BEAR Construction	All general trades	$ 240,547.45
Diverzify	Flooring & base	$ 29,445.00
BOS	Furniture for studio	$ 23,195.38
U Line	Work Bench	$ 3,800.00
Total Project Cost		**$ 296,987.83**
Project Budget		
Lecture Hall - 6809010-7401 (24011 20-230)		$ 200,000.00
PEG Studio - 6809010-7401 (26036-20-230)		$ 100,000.00
Amount Under Budget		**$ 3,012.17**

Final Estimate

Admin User
Bear Construction
23/016MR-05 - Choice Partners - Contract Extension 02 - 2/24/2025 to 2/24/2026
Schaumburg PCA Lecture Hall Renovations - CP-074

Estimator: Admin User — Schaumburg PCA Lecture Hall Renovations

Division Summary (MF04)

01 - General Requirements	$56,064.83	26 - Electrical	$77,293.65
02 - Existing Conditions	$5,261.00	27 - Communications	$14,805.20
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals	$1,886.60	32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	$1,719.18	33 - Utilities	
07 - Thermal and Moisture Protection	$466.92	34 - Transportation	
08 - Openings	$2,931.02	35 - Waterway and Marine Transportation	
09 - Finishes	$22,179.82	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings	$2,391.10	48 - Electric Power Generation	
13 - Special Construction		Alternate	$14,396.00
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$199,395.32**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$199,395.32	General Construction Bonding (2.5000%)	$877.34
RSMeans NORTH SUBURBAN, IL CCI 2025Q3, 117.60%	$35,093.58	Contractors Coefficient (-6.0000%)	$(14,069.33)

Grand Total **$221,296.91**

Estimator: Admin User | **Schaumburg PCA Lecture Hall Renovations**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements							
1	01-21-53-50-1750-M	Cost adjustment factors, protection of existing work, add to construction costs for particular job requirements, maximum Provide protection to existing building structure, material, and items	Costs	221,000.0000	5.0000%	$11,050.00	RSM25FAC M, O&P
2	01-31-13-20-0260	Field personnel, superintendent, average Superintendent for project opeartions and supervision	Week	3.0000	$3,725.00	$11,175.00	RSM25FAC L, O&P
3	01-31-13-30-0050	Insurance, standard builders risk, maximum Project insurance for operations	Job	221,000.0000	0.8000%	$1,768.00	RSM25FAC O&P
4	01-31-13-90-0020	Performance Bond, for buildings, minimum Provide project payment and performance bond	Job	221,000.0000	0.6000%	$1,326.00	RSM25FAC O&P
5	01-51-13-80-0360	Temporary lighting, 40,000 S.F. building, 16 strings, incl. service lamps, wiring and outlets Provide temp lighitng in Lecture Hall 15/0.8	CSF Flr	18.7500	$62.00	$1,162.50	RSM25FAC M, L, O&P
6	01-54-23-70-0460	Scaffolding, steel tubular, regular, labor only to erect & dismantle, building interior, wall face, 6'-4" x 5' frames, up to 16' high, excludes planks Erect and dismantle all scaffolding - Labor only 990/32=30, 5000/30=166.67/2	C.S.F.	84.0000	$195.00	$16,380.00	RSM25FAC L, O&P
7	01-54-23-70-2200	Scaffolding, steel tubular, regular, frame, rent/mo, 6'-4" high x 5' wide All tubular steel for scaffolding	Ea.	32.0000	$20.50	$656.00	RSM25FAC M, O&P
8	01-54-23-70-2550	Scaffolding, steel tubular, regular, accessory, guardrail post, rent/mo All guard rails for scaffolding	Ea.	14.0000	$4.32	$60.48	RSM25FAC M, O&P
9	01-54-23-70-2850	Scaffolding, steel tubular, regular, accessory, plank, rent/mo, 2" x 10" x 16' long All planks / platforms for scaffolding 960/13.28	Ea.	72.2892	$15.40	$1,113.25	RSM25FAC M, O&P
10	01-54-33-40-0020-2	Rent per day for rent aerial lift, scissor type, to 20' high, 1200 lb. capacity, electric Lift Rental for Project Operations	Ea.	10.0000	$208.52	$2,085.20	RSM25FAC E, O&P
11	01-54-36-50-1200	Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Mobilization & Demobilization of contractor equipment and crews	Ea.	10.0000	$268.00	$2,680.00	RSM25FAC L, E, O&P
12	01-76-13-20-0020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard Erect and dismantle all temp floor protection for construction pathway 120*32	S.F.	3,840.0000	$1.56	$5,990.40	RSM25FAC M, L, O&P
13	01-93-09-50-8340	Moving equipment, office desk, relocate, remove, transport, and set in place Demolish and dispose of all office desks in Room #013	Ea.	3.0000	$206.00	$618.00	RSM25FAC L, O&P

Estimator: Admin User | **Schaumburg PCA Lecture Hall Renovations**

01 - General Requirements

	Item	Description	UM	Quantity	Unit Cost	Total	Book
		01 - General Requirements Total					**$56,064.83**
02 - Existing Conditions							
14	02-41-19-19-0725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Construction dumpster for debris	Week	2.0000	$625.00	$1,250.00	RSM25FAC M, O&P
15	02-41-19-19-2040	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, hand carried, cost to be added to demolition cost Hauling of construction debris to construciton dumpster	C.Y.	40.0000	$76.00	$3,040.00	RSM25FAC L, O&P
16	02-41-19-19-2040-2120	Selective demolition, rubbish handling, for travel in elevators, up to 10 floors, add, cost to be added to demolition cost (Modified using 02-41-19-19-2120) Hauling of construction debris to construciton dumpster	C.Y.	10.0000	$9.00	$90.00	RSM25FAC L, O&P
17	02-41-19-20-0100	Selective demolition, dump charges, typical urban city, building construction materials, includes tipping fees only Construction debris tipping fee	Ton	10.0000	$81.00	$810.00	RSM25FAC M, O&P
18	02-42-10-20-0910	Deconstruction of interior finishes, drywall, up to 2 stories, excludes handling, packaging or disposal costs Cut, Demolish, and dispose dryall throughout lecture hall pending Electrical Direction for new wiring	S.F.	100.0000	$0.71	$71.00	RSM25FAC Grn, L, O&P
		02 - Existing Conditions Total					**$5,261.00**
05 - Metals							
19	05-12-23-18-0100	Corner guards, steel angle w/anchors, 3.2 lbs/LF, 2" x 2" x 1/4" Furnish and install all Corner Guards 14*7	L.F.	98.0000	$17.50	$1,715.00	RSM25FAC M, L, O&P
20	05-12-23-40-0460	Angle framing, structural steel, 1/2"x1/2"x1/8", field fabricated, incl cutting & welding Furnish and install all 90 degree angle molding for Countertop support	L.F.	12.0000	$14.30	$171.60	RSM25FAC Grn, M, L, E, O&P
		05 - Metals Total					**$1,886.60**
06 - Wood, Plastics, and Composites							
21	06-05-05-10-6164	Selective demolition, wood framing, subfloor, plywood, 3/4" Demolish and dispose of subfloor for stage	S.F.	261.0000	$1.68	$438.48	RSM25FAC L, O&P
22	06-11-10-18-2150	Wood framing, joists, 2" x 8" Furnish and install all Wood Blocking for stage reinforcement	L.F.	200.0000	$2.88	$576.00	RSM25FAC M, L, O&P
23	06-16-23-10-0202	Subfloors, plywood, CDX, 3/4" thick Furnish and install all subfloor for stage	SF Flr.	261.0000	$2.70	$704.70	RSM25FAC M, L, O&P

06 - Wood, Plastics, and Composites

	Item	Description	UM	Quantity	Unit Cost	Total	Book
		06 - Wood, Plastics, and Composites Total					**$1,719.18**
07 - Thermal and Moisture Protection							
24	07-21-16-10-2100	Blanket insulation for floors/ceilings, fiberglass, paper or foil backing, 1 side, 3-1/2" thick, R13, incl. spring type wire fasteners Furnish and install all insulation for room #013 and Lecture hall new walls. 15*6.67 + 4.5*8	S.F.	136.0500	$2.45	$333.32	RSM25FAC Grn, M, L, O&P
25	07-46-43-10-0170	Engineered wood trim boards, smooth finish, primed, 1" x 6" Furnish and install all trim above Audio Rack in room #013	L.F.	16.0000	$8.35	$133.60	RSM25FAC M, L, O&P
		07 - Thermal and Moisture Protection Total					**$466.92**
08 - Openings							
26	08-12-13-13-0025	Frames, steel, knock down, hollow metal, single, 16 ga., up to 5-3/4" deep, 3'-0" x 6'-8" Furnish and install HM Frame in Room #013	Ea.	1.0000	$420.00	$420.00	RSM25FAC M, L, O&P
27	08-13-13-13-1540	Doors, hollow metal, commercial, steel, flush, full panel, hollow core, 1-3/4" thick, 16 ga., 3'-0" x 6'-8" Furnish and install HM Door in Room #013	Ea.	1.0000	$935.00	$935.00	RSM25FAC M, L, O&P
28	08-71-20-30-8000	Door hardware, door closer, surface mounted, standard duty, parallel arm, primed, traditional Furnish and install Surface closer for Room #013	Ea.	1.0000	$560.00	$560.00	RSM25FAC M, L, O&P
29	08-71-20-42-0130	Door hardware, mortise lockset, commercial, wrought knobs and full escutcheon trim, keyed, single cylinder, typical, grade 1 Furnish and install Mortise Lock set for Room #013	Ea.	1.0000	$695.00	$695.00	RSM25FAC M, L, O&P
30	08-71-20-90-0012	Door hardware, hinges, full mortise, average frequency, steel base, USP, 4-1/2" x 4-1/2" Furnish and install all Door Hinges for Room #013	Pair	2.0000	$39.50	$79.00	RSM25FAC M, O&P
31	08-71-20-91-0840	Door hardware, special hinges, emergency door pivot, average frequency, brass base, US26D, 4-7/8" jamb plate Furnish and install one Floor / wall stop	Pair	1.0000	$96.00	$96.00	RSM25FAC M, O&P
32	08-81-25-10-0700	Glass, glazing variables, for gasket settings, add Furnish and install gasketing for Door in Room #013 6.67+6.67+3+3	L.F.	19.3400	$7.55	$146.02	RSM25FAC M, O&P
		08 - Openings Total					**$2,931.02**
09 - Finishes							
33	09-01-70-10-0180	Gypsum wallboard, repairs, cut square, patch, sand and finish, holes, 12" to 32" square Provide all drywall patching from electrical cutouts	Ea.	15.0000	$133.00	$1,995.00	RSM25FAC M, L, O&P

Estimator: Admin User **Schaumburg PCA Lecture Hall Renovations**

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book
34	09-01-90-92-0510	Paint preparation, surface protection, placement & removal, basic drop cloths Provide all painting surface protection	S.F.	1,000.0000	$0.10	$100.00	RSM25FAC L, O&P
35	09-05-05-10-1250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove Demolish and dispose ceiling tile & Grid in room #106 & room #013 130+500	S.F.	630.0000	$1.05	$661.50	RSM25FAC L, O&P
36	09-05-05-20-0400	Flooring demolition, carpet, bonded, includes surface scraping Demolish and dispose of carpet tile on Stage Floor	S.F.	261.0000	$0.63	$164.43	RSM25FAC L, O&P
37	09-22-16-13-1740	Metal stud partition, non-load bearing, galvanized, 8' high, 3-5/8" wide,20 gauge, 16" OC, includes top & bottom track Furnish and frame new wall at stage 4.5*8	S.F.	36.0000	$3.35	$120.60	RSM25FAC M, L, O&P
38	09-22-16-13-1740	Metal stud partition, non-load bearing, galvanized, 8' high, 3-5/8" wide,20 gauge, 16" OC, includes top & bottom track Furnish and frame new wall in room #013 15*6.67	S.F.	100.0500	$3.35	$335.17	RSM25FAC M, L, O&P
39	09-29-10-50-0330	High abuse gypsum board, on walls, very high impact, w/compound skim coat (level 5 finish), 5/8" thick Furnish and install all Gypsum Board with Finish for wall at stage - Both Sides 4.5*8*2*2	S.F.	144.0000	$4.02	$578.88	RSM25FAC M, L, O&P
40	09-29-10-50-0330	High abuse gypsum board, on walls, very high impact, w/compound skim coat (level 5 finish), 5/8" thick Furnish and frame new wall in room #013 - One Side 15*6.67	S.F.	100.0500	$4.02	$402.20	RSM25FAC M, L, O&P
41	09-29-15-10-0020	Accessories, gypsum board, casing bead, galvanized steel Furnish and install all gypsum board casing bead	C.L.F.	1.0000	$315.00	$315.00	RSM25FAC M, L, O&P
42	09-29-15-10-0400	Accessories, gypsum board, corner bead, galvanized steel, 1-1/4" x 1-1/4" Furnish and install all corner bead for framing	C.L.F.	1.0000	$287.00	$287.00	RSM25FAC M, L, O&P
43	09-29-15-10-1170	Accessories, gypsum board, screws, #6 x 1-5/8" A Provide all gypsum board fasteners	M	2.0000	$25.50	$51.00	RSM25FAC M, O&P
44	09-29-15-10-9000	Accessories, gypsum board, minimum labor/equipment charge Carpentry equipment charge for gypsum board, insulation, and framing	Job	1.0000	$261.00	$261.00	RSM25FAC L, O&P
45	09-51-23-30-0700	Complete suspended ceilings, fiberglass ceiling board, plain faced, offices, 2' x 4' x 3/4", include standard suspension system, excl. 1-1/2" carrier channels Furnish and install all ceiling tile in Control Room #106	S.F.	130.0000	$10.95	$1,423.50	RSM25FAC M, L, O&P
46	09-51-23-30-0700	Complete suspended ceilings, fiberglass ceiling board, plain faced, offices, 2' x 4' x 3/4", include standard suspension system, excl. 1-1/2" carrier channels Furnish and install new ceiling tile in Room #013	S.F.	500.0000	$10.95	$5,475.00	RSM25FAC M, L, O&P

09 - Finishes

	Item	Description	UM	Quantity	Unit Cost	Total	Book
47	09-51-23-30-0700-2500	Complete suspended ceilings, for rooms under 500 S.F., add (Modified using 09-51-23-30-2500) Furnish and install all ceiling tile in Control Room #106	S.F.	130.0000	$0.33	$42.90	RSM25FAC L, O&P
48	09-51-23-30-0700-2500	Complete suspended ceilings, for rooms under 500 S.F., add (Modified using 09-51-23-30-2500) Furnish and install new ceiling tile in Room #013	S.F.	500.0000	$0.33	$165.00	RSM25FAC L, O&P
49	09-77-43-20-0610	Slatwall accessories, shelf, acrylic, 12" x 24" x 1/4" Furnish and install all Countertop Brackets for Support	Ea.	8.0000	$19.20	$153.60	RSM25FAC M, O&P
50	09-91-13-42-0190	Paints & coatings, misc. exterior, wrought iron railings, brushwork, zinc chromate, primer, 60" high, 1" rail, 1/2" sq. verticals, 6" OC Prime and paint handrails in Lecture Hall	L.F.	57.0000	$6.50	$370.50	RSM25FAC M, L, O&P
51	09-91-23-33-0500	Paints & coatings, interior, alkyd (oil base), flush door w/frame, primer, brushwork, 3' x 7' Prime and paint all doors for lecture hall and room #013 - Primer	Ea.	5.0000	$73.00	$365.00	RSM25FAC M, L, O&P
52	09-91-23-33-1200	Paints & coatings, interior, alkyd (oil base), flush door w/frame, 2 coats, brushwork, 3' x 7' Paint all doors for lecture hall and room #013 - Coat	Ea.	5.0000	$120.00	$600.00	RSM25FAC M, L, O&P
53	09-91-23-33-9900	Paints & coatings, doors & windows, interior, alkyd (oil base), minimum labor/equipment charge Equipment charge to paint all doors / frames	Job	1.0000	$330.00	$330.00	RSM25FAC L, O&P
54	09-91-23-72-1670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation PRime and paint all side walls in lecture hall 116*16	S.F.	1,856.0000	$2.61	$4,844.16	RSM25FAC M, L, O&P
55	09-91-23-72-1670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation Prime and paint Room #013 & Room #012 105*8 + 30*9	S.F.	1,110.0000	$2.61	$2,897.10	RSM25FAC M, L, O&P
56	09-91-23-72-1670-8200	Paints & coatings, walls & ceilings, interior, for work 8'-15' high, add (Modified using 09-91-23-72-8200) PRime and paint all side walls in lecture hall 116*16	S.F.	1,856.0000	$0.13	$241.28	RSM25FAC L, O&P
		09 - Finishes Total				**$22,179.82**	

12 - Furnishings

57	12-05-05-10-1200	Selective demolition, countertop Demolish and dispose existing countertop in Room#106, Room #013, Room #014 7+4+10	L.F.	21.0000	$13.10	$275.10	RSM25FAC L, O&P
58	12-36-23-13-9000	Countertops, minimum labor/equipment charge	Job	1.0000	$208.00	$208.00	RSM25FAC L, O&P

12 - Furnishings

	Item	Description	UM	Quantity	Unit Cost	Total	Book
		Countertop Equipment Charge					
59	12-36-61-16-2100	Solid surface countertop, acrylic polymer, solid colors, pricing for orders of 1-50 LF, 25" wide Furnish and install all solid surface countertop in Room#106 & #012 6+6	L.F.	12.0000	$159.00	$1,908.00	RSM25FAC M, L, O&P
		12 - Furnishings Total					**$2,391.10**

26 - Electrical

60	26-05-05-10-0200	Conduit, electric metallic tubing (EMT), 1/2" to 1" diameter, electrical demolition, remove conduit to 10' high, including fittings & hangers EMT Conduit Demolition	L.F.	150.0000	$2.29	$343.50	RSM25FAC L, O&P
61	26-05-05-10-1840	Wire, THW-THWN-THHN, #12, electrical demolition, removed from in place conduit, to 10' high Demolish and dispose all exisitng wiring 25*10	C.L.F.	250.0000	$16.40	$4,100.00	RSM25FAC L, O&P
62	26-05-05-10-1840-1010	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 10' to 14.5' high (Modified using 26-01-02-20-1010) Disconnect, Abandon, and remove existing wiring	C.L.F.	200.0000	$1.08	$216.00	RSM25FAC L, O&P
63	26-05-05-10-2360	Fluorescent fixtures, interior, strip fixture, 1 lamp, 8' long, electrical demolition, remove, surface mount, to 10' high, including supports & whips Disconnect and abadon LED fixture in Lecture Hall Ceiling	Ea.	4.0000	$43.00	$172.00	RSM25FAC L, O&P
64	26-05-05-10-2540	Metal halide fixture, interior, high bay, 400 watt, electrical demolition, remove, surface, ceiling, or wall mount, to 10' high Disconnect, demolish and dispose of existing Can lights in Lecture Hall	Ea.	36.0000	$120.00	$4,320.00	RSM25FAC L, O&P
65	26-05-05-10-9000	Electrical demolition, minimum labor/equipment charge Electrical Demolition Charge for equipment	Job	1.0000	$226.00	$226.00	RSM25FAC L, O&P
66	26-05-05-50-5850	Fixture whip, electrical demolition, remove Demolish and dispose all existinf fixture whips	Ea.	36.0000	$9.00	$324.00	RSM25FAC L, O&P
67	26-05-19-90-1200	Wire, copper, stranded, 600 volt, #12, type THWN-THHN, normal installation conditions in wireway, conduit, cable tray Furnish and install all #12 THHN 25*10	C.L.F.	250.0000	$124.00	$31,000.00	RSM25FAC M, L, O&P
68	26-05-19-90-1200-1020	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 15' to 19.5' high (Modified using 26-01-02-20-1020) Furnish and install all #12 THHN 15*10	C.L.F.	150.0000	$10.70	$1,605.00	RSM25FAC L, O&P
69	26-05-19-90-1200-4020	Labor adjustment factor (electrical), add to labor for working in existing occupied buildings, office building (Modified using 26-01-02-20-4020) Furnish and install all #12 THHN 25*10	C.L.F.	250.0000	$13.38	$3,345.00	RSM25FAC L, O&P

Estimator: Admin User **Schaumburg PCA Lecture Hall Renovations**

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book
70	26-05-29-20-9250	Conduit hanger, steel, adjustable, 1" Furnish and install all Madison Hangers	Ea.	15.0000	$40.50	$607.50	RSM25FAC M, L, O&P
71	26-05-33-13-5000	Electric metallic tubing (EMT), 1/2" diameter, to 10' high, incl 2 terminations, 2 field bend elbows, 11 beam clamps, and 11 couplings per 100 LF Furnish and install all 1/2" EMT	L.F.	400.0000	$6.40	$2,560.00	RSM25FAC M, L, O&P
72	26-05-33-13-5000-1010	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 10' to 14.5' high (Modified using 26-01-02-20-1010) Furnish and install all 1/2" EMT	L.F.	400.0000	$0.35	$140.00	RSM25FAC L, O&P
73	26-05-33-13-5200	Electric metallic tubing (EMT), field bends, 45 Deg. to 90 Deg., 1/2" diameter Provide all Field Bends for EMT Tubing	Ea.	50.0000	$10.15	$507.50	RSM25FAC L, O&P
74	26-05-33-13-5320	EMT offsets, 1/2" diameter, to 15' H Provide all EMT offsets for tubing	Ea.	25.0000	$13.90	$347.50	RSM25FAC L, O&P
75	26-05-33-13-5700	EMT elbows, 1" diameter, to 15' H Provide all EMT Elbows	Ea.	25.0000	$31.50	$787.50	RSM25FAC M, L, O&P
76	26-05-33-13-6200	EMT couplings, set screw, steel, 1/2" diameter, to 15' H Provide all EMT Couplings	Ea.	25.0000	$4.27	$106.75	RSM25FAC M, L, O&P
77	26-05-33-13-7220	EMT to greenfield adapters, (compression), 1/2" diameter, to 15' H Provide all EMT to Greenfield Adapaters	Ea.	36.0000	$19.25	$693.00	RSM25FAC M, L, O&P
78	26-05-33-13-8500	EMT clamp back spacers, 1/2" diameter, to 15' H Provide all EMT Clamp back Spacers	Ea.	25.0000	$3.86	$96.50	RSM25FAC M, L, O&P
79	26-05-33-18-0650	Pull boxes, hinged, steel, 6" W x 6" H x 4" D, NEMA 1 Furnish and install all electrical "Gem Boxes"	Ea.	10.0000	$134.00	$1,340.00	RSM25FAC M, L, O&P
80	26-05-33-35-0100	Flexible metallic conduit, steel, 1/2" diameter Furnish and install all 1/2" Greenfield Conduit	L.F.	200.0000	$5.40	$1,080.00	RSM25FAC M, L, O&P
81	26-05-33-35-0430	Flexible metallic conduit, steel, connectors, plain, 1/2" diameter Furnish and install all Greenfield Connectors	Ea.	15.0000	$13.90	$208.50	RSM25FAC M, L, O&P
82	26-05-90-10-4030	Receptacle devices, residential, duplex outlet, ivory, EMT & wire, 20', 15 amp, incl box & cover plate Furnish and install all 1900 Boxes	Ea.	15.0000	$228.00	$3,420.00	RSM25FAC M, L, O&P
83	26-09-26-10-0220	Room controller, switching only, 2 relay Provide all Room Controller switching for Lecture Hall and Room #013	Ea.	2.0000	$530.00	$1,060.00	RSM25FAC M, L, O&P
84	26-41-13-13-4740	Bonding strap, copper, flexible braided strap, 3/4" x 9 1/2" Furnish and install all bonding straps for Madison Hangers and Gem Boxes	Ea.	10.0000	$83.50	$835.00	RSM25FAC M, L, O&P

26 - Electrical

	Item	Description	UM	Quantity	Unit Cost	Total	Book
85	26-51-13-50-4500	Incandescent fixture, interior, high hat can, round alzak reflector, prewired, 300 W, incl lamps, mounting hardware and connections Furnish and install all lighting fixtures in Lecture Hall ceiling, plus 2 directional can to face poduim	Ea.	38.0000	$415.00	$15,770.00	RSM25FAC M, L, O&P
86	26-51-13-50-4500-1010	Labor adjustment factor (electrical), add to labor for elevated installation (above floor level), 10' to 14.5' high (Modified using 26-01-02-20-1010) Furnish and install all lighting fixtures in Lecture Hall ceiling	Ea.	38.0000	$8.80	$334.40	RSM25FAC L, O&P
87	26-61-13-30-0300	Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #14, 6' long Furnish and install all Fixture Whips	Ea.	38.0000	$46.00	$1,748.00	RSM25FAC M, L, O&P
		26 - Electrical Total					**$77,293.65**

27 - Communications

88	27-05-05-30-0352	PA cabinet/panel, electrical demolition, remove, excl rough-in Demolish and dispose AV Racks in Room #013	Ea.	6.0000	$360.00	$2,160.00	RSM25FAC L, O&P
89	27-11-19-10-3100	Patch panel, punch down termination per port Provide all punch down terminations for CAT6	Ea.	28.0000	$8.45	$236.60	RSM25FAC L, O&P
90	27-15-10-23-1400	Microphone cable Provide all microphone cable / HDMI to poduim stand	C.L.F.	1.0000	$145.00	$145.00	RSM25FAC M, L, O&P
91	27-15-13-13-7240	Unshielded twisted pair (UTP) cable, solid, PVC jacket, #24, 4 pair, category 6 Furnish and install all CAT 6 Cabling	C.L.F.	50.0000	$217.00	$10,850.00	RSM25FAC M, L, O&P
92	27-15-13-13-7326	Shielded twisted pair (UTP) jack, RJ45, category 6 Furnish and install all UTP Jack for Cat 6	Ea.	14.0000	$28.00	$392.00	RSM25FAC M, L, O&P
93	27-15-13-13-7401	Voice/data expansion module, modular jack,cat 6 keystone,RJ45, office white, cat 6 keystone,RJ45, office white Furnish and install all modular Jacks for Cat6	Ea.	14.0000	$66.50	$931.00	RSM25FAC M, L, O&P
94	27-15-43-13-1020	Voice/data wall plate, plastic, 1 gang, 2-port, excl voice/data devices Provide all wall plate for Data / CAT 6	Ea.	6.0000	$15.10	$90.60	RSM25FAC M, L, O&P
		27 - Communications Total					**$14,805.20**

Alternate

95	01-00-00-00-0000	Owner Allowance Owner Allowance for Wall Panel Purchase	Ea.	1.0000	$7,000.00	$7,000.00	CUSTOM M, O&P
96	Crew C-01	C-01 Crew - 2025 - RSMeans Standard Books O&P Labor to install Wall Paneling on Side Walls of Lecture Hall C-01 (2025 - RSMeans Standard Books) Labor Hours: 32	Hr.	80.0000	$92.45	$7,396.00	CUSTOM L, O&P

Estimator: Admin User **Schaumburg PCA Lecture Hall Renovations**

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
	Crew Details: Code: CARP Description: Carpenters Qty: 2 Hourly: 92.45					
	Alternate Total					**$14,396.00**
				Estimate Grand Total		**221,296.91**

Final Estimate

Admin User
Bear Construction
23/016MR-05 - Choice Partners - Contract Extension 02 - 2/24/2025 to 2/24/2026
Schaumburg PCA Lecture Hall Renovations - CP-074

Estimator: Admin User

Schaumburg PCA Alternate #001 - Acoustical Panels

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	$13,656.40
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$13,656.40**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$13,656.40	General Construction Bonding (2.5000%)	$60.09
RSMeans NORTH SUBURBAN, IL CCI 2025Q3, 117.60%	$2,403.53	Contractors Coefficient (-6.0000%)	$(963.60)

Grand Total **$15,156.42**

Estimator: Admin User **Schaumburg PCA Alternate #001 - Acoustical Panels**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
Alternate							
1	01-00-00-00-0000	Owner Allowance	Ea.	1.0000	$7,000.00	$7,000.00	CUSTOM M, O&P
		Owner Allowance for purhcase of Acoustical Panels					
2	Crew C-01	C-01 Crew - 2025 - RSMeans Standard Books O&P	Hr.	72.0000	$92.45	$6,656.40	CUSTOM L, O&P
		Carpentery Labor to Demolish and install wall panels on back wall of Lecture Hall C-01 (2025 - RSMeans Standard Books) Crew Details: Code: CARP Description: Carpenters Qty: 1 Hourly: 92.45					
		Alternate Total					**$13,656.40**

Estimate Grand Total **15,156.42**

Final Estimate

Admin User
Bear Construction
23/016MR-05 - Choice Partners - Contract Extension 02 - 2/24/2025 to 2/24/2026
Schaumburg PCA Lecture Hall Renovations - CP-074

Estimator: Admin User

Schaumburg PCA Alternate #002 - Hall #5 Paint

Division Summary (MF04)

01 - General Requirements		26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$3,688.93	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$3,688.93**
25 - Integrated Automation			

Totalling Components

Priced Line Items	$3,688.93	General Construction Bonding (2.5000%)	$16.23
RSMeans NORTH SUBURBAN, IL CCI 2025Q3, 117.60%	$649.25	Contractors Coefficient (-6.0000%)	$(260.29)

Grand Total **$4,094.12**

Estimator: Admin User — **Schaumburg PCA Alternate #002 - Hall #5 Paint**

	Item	Description	UM	Quantity	Unit Cost	Total	Book
09 - Finishes							
1	09-01-90-92-0510	Paint preparation, surface protection, placement & removal, basic drop cloths Provide all painting surface protection	S.F.	310.0000	$0.10	$31.00	RSM25FAC L, O&P
2	09-91-23-39-0400	Paints & coatings, interior latex, zero voc, doors, panel, both sides, roll & brush, primer + 2 coats, incl. frame & trim Prime and paint all doors and frame in Downstairs Hall #05	Ea.	6.0000	$430.00	$2,580.00	RSM25FAC Grn, M, L, O&P
3	09-91-23-72-1670	Painting walls, complete, on drywall or plaster, primer and 2 finish coats, with roller, including surface preparation Prime and paint all walls in Downstairs Hall #05 - Door opening Sqft subtracted from overall Sqft 70*8-147	S.F.	413.0000	$2.61	$1,077.93	RSM25FAC M, L, O&P
		09 - Finishes Total					**$3,688.93**
					Estimate Grand Total		**4,094.12**

October 7th, 2025
Village of Schaumburg
714 S Plum Grove Rd
Schaumburg, IL 60173
Attn: Mark Rysavy

RE: Village of Schaumburg – PCA Lecture Hall Renovations

Mr. Rysavy,

BEAR Construction has visited the project site with the Village of Schaumburg and agreed to the following scope of work and existing conditions. We are pleased to present the following scope of work and project budget based on our experience with the Choice Partners/ RS Means Construction task Catalog for your review.

Scope of Work

General

- Provide Floor Protection to existing areas for pathways.
- Provide pipe scaffolding approx. 6' high around perimeter of Lecture Hall seating to create working platform above existing seating for ceiling work.
- Owner Allowance of: $7,000 is included for purchase / cost of Acoustical Surface Panels.

Demolition

- Demolish and dispose of existing Stage carpet & Plywood / Subfloor
- Demolish and dispose of existing Ceiling Tile in Sound Booth
- Demolish and dispose of Existing Countertops
    - Lecture Hall Sound Booth,
    - Room #013 Voice Over Booth.
    - Room #014 – Music
- Demolish and dispose of existing AV Racks in Room #013 after electrical disconnect.
- Demolish and dispose of existing Desks in room #013
- Demolish and dispose ceiling drywall as needed for electrical routing and fixtures.
- Demolish and dispose of existing ceiling tile in Room #013

Carpentry

- Furnish and install new Subfloor & plywood at Lecture Hall stage for reinforcement
    - Subfloor will be braced as needed for additional structural support
    - Complete new plywood across full stage
- Furnish and create new wood ramp in Lecture Hall that will come from existing stage.
    - Approx: 5' Length & 42" wide

- Furnish and create new stud partition wall in Lecture Hall to close off existing space where existing ramp is located to create storage room.
    - Approx: 53” Wide & 8’ High
- Furnish and create new stud partition wall in Room #013 where existing AV Racks were located to create storage room within space.
- Furnish and install one (1) Hollow Metal Door & Frame in Room #013 for storage room
    - Standard Hardware Set included.
- Furnish and install all Insulation for partition walls.
- Furnish and install all gypsum board for partition walls.
- Furnish and install new ceiling tile and Tee’s in Lecture Hall Sound Booth.
- Furnish and install gypsum board as needed for new electrical routing
- Furnish and install new ceiling tile in room number #013
- Furnish and install additional ceiling grid to create a 2’x2’ format in room number #013
- Furnish and install Corner guards around lower-level doors and Lecture Hall Corners
- Provide Installation all Acoustical Surface panels on side walls and on ceiling where light LED light strips are of Lecture Hall
    - Panels: 2’ x 4’
    - Pattern: To be determined.

Millwork

- Furnish and install new solid surface countertop in Lecture Hall sound booth
    - Approx: 6’ Length & 18” Wide
- Furnish and install new solid surface countertop in Room #013 Voice Over Booth
    - Approx: 11 sqft.
- All reinforcement / supports from walls included.

Decorating

- Provide taping and finishing to new drywall partition in Lecture Hall.
- Repair water damaged at angled wall right outside of double doors.
- Prime and paint new and existing drywall walls throughout Room #013 and lecture hall.
    - Lecture hall ceiling to remain.
- Prime and paint existing mounted handrails.
- Prime and paint wood trim in Lecture Hall
    - Wood Doors & Acoustical Wall panel trim not included.
- Prime and paint Hollow Metal Door & Frame in Room #013.

Electrical

- Provide All selective demolition of existing linear light fixtures, can lights, walkway lights, switching, and old wiring that can be demolished and removed
    - Ceiling LED Light Fixture Strips to Remain.

- Provide disconnect and removal of old Lutron lighting controller located in the booth.
- Provide temporary LED high bay lights in the lecture hall.
- Furnish and install all necessary LED light fixtures as indicated per KSA design drawings with the village of Schaumburg.
- Furnish and install a full functional Acuity lighting control system that integrates wirelessly with the LED can light fixtures proposed.
    - Quantity Thirty-Six (36) to be provided in the ceiling.
- Furnish and install two (2) directional can lights in front of the podium, all conduit/greenfield and wiring to be extended to new location as noted per Owner
- Furnish and install new walkway light along the perimeter of the lecture hall, quantity (4) has been figured.
- Provide Interception of existing receptacle low on the perimeter to feed the side theatrical lights. Provide a receptacle high behind the fixture to conceal the current cord that drops down
- All light fixtures to be wired hot and perimeter door switches. New podium touch pad to be roughed in and have a dedicated cat 6 run back to the control booth. Terminate at new Acuity controller being installed above the ceiling in the booth. Salvage existing homeruns to the stage
- Furnish and install fifteen (15) new cat 6 cables to sides of the stage. Stage floor, podium, and walls (as needed)
- Provide extending all necessary conduit and wiring to serve new receptacles at center of the stage
- Furnish and install new HDMI cable from projector back to booth. Final location in booth to be determined by owner. Rework power and cables at projector and clean up
- Furnish and install necessary conduit to serve power and low voltage connection to monitor located on the corridor wall of the lecture hall.
- Provide Lower level- all selective demolition of current light fixtures and switching
- Disconnect all cabling that is abandon in the center cabinets. Rework existing cables to remain and rework to two (2) existing end racks.
- Furnish and install all necessary conduit and wiring to reconfigure new room lighting layout to accommodate KSA light fixture and controls layout.

Alternate #001 – Lecture Hall Acoustical Panels - Backwall

- Demolish and dispose of existing Acoustical Panels in Lecture Hall
    - Velcro strips & Wood trim included.
- Scrape off glue that is stuck to drywall
- Provide drywall patching as needed for any holes.
- Provide installation of Acoustical Surfaces Wall Panels on Back Walls of Lecture Hall.
    - Panels: 2’ x 4’

        - Approx: 180 panels
    - Color: To be determined
- $7,000 Allowance / Cost is included for purchase of Panels from Acoustical Surfaces

Alternate #002 – Control Area Lobby Paint

- Prime and paint existing drywall, hollow metal doors and frames withing the control area lobby.
    - Does not include elevator doors.

Clarifications

- This proposal includes payment and performance bonds
- This proposal excludes any permits or permit fees that may be required.
- This proposal excludes any engineering or design services or fees.
- This proposal excludes any OT or off-hour work.
- This proposal excludes the removal and/or disposal of any hazardous materials.
- This proposal excludes flooring and cove base installation.
- This proposal excludes furniture moving.
- This proposal excludes any HVAC or plumbing work.
- This proposal excludes any Fire Suppression work.

Please review this proposal at your earliest convenience and contact us with any questions. BEAR Construction appreciates the opportunity to provide the above proposal. Please let us know if you have any questions.

Sincerely,

Daniel Zivilik

October 15, 2024

Subject: Contract Renewal for 23/016MR for Job Order Contracting, IDIQ Public Work, Minor Construction, Maintenance, and Renovation Work for Harris County Department of Education (HCDE)/Choice Partners Cooperative

Dear CP Vendor Partner:

Your contract with Choice Partners (CP), a division of Harris County Department of Education (HCDE) is scheduled to expire on **February 23, 2025**. This contract has **two (2)** one-year annual renewal option remaining before final expiration. Choice Partners values this contract and is exercising the option to extend this contract for one year beginning **February 24,2025.**

If you agree to renew this contract, please complete, sign and attach this letter under the "Response Attachments" section of the Choice Partners eBid System by **Ionwave Due Date.**

In addition, provide any updated pricing and/or discounts for your contract and attach a current copy of your certificate of insurance (if applicable) and any forms that may have changed since the original proposal was submitted.

If you have any questions or concerns or need to discuss this contract renewal, please contact Amanda Shah at 832-520-8017 or e-mail to amanda.shah@hcde-texas.org.

Sincerely,

Jeff Drury, Director
Choice Partners
A division of Harris County Department of Education

Jesus J. Amezcua, PhD., CPA, RTSBA
Assistant Superintendent for Business Services
Harris County Department of Education

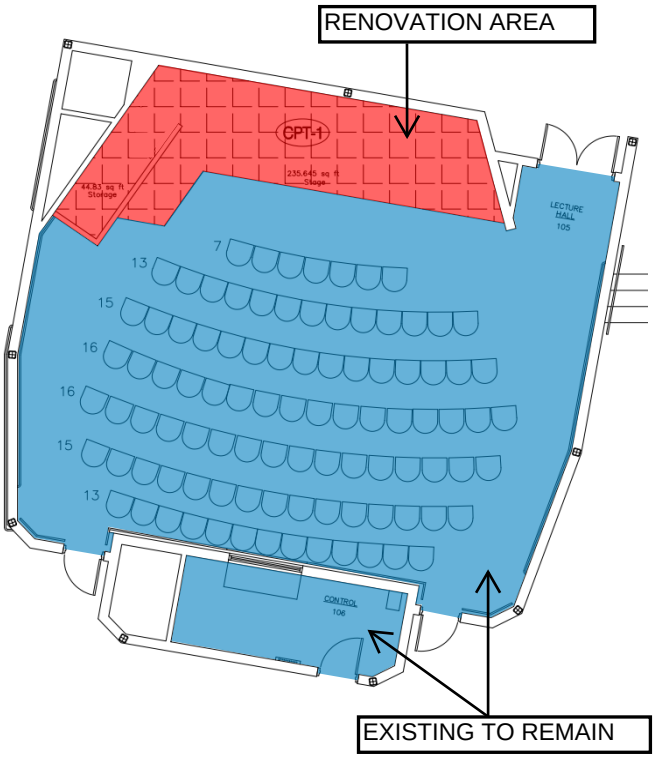
The individual signing below has authority to enter into this agreement on behalf of the Vendor.

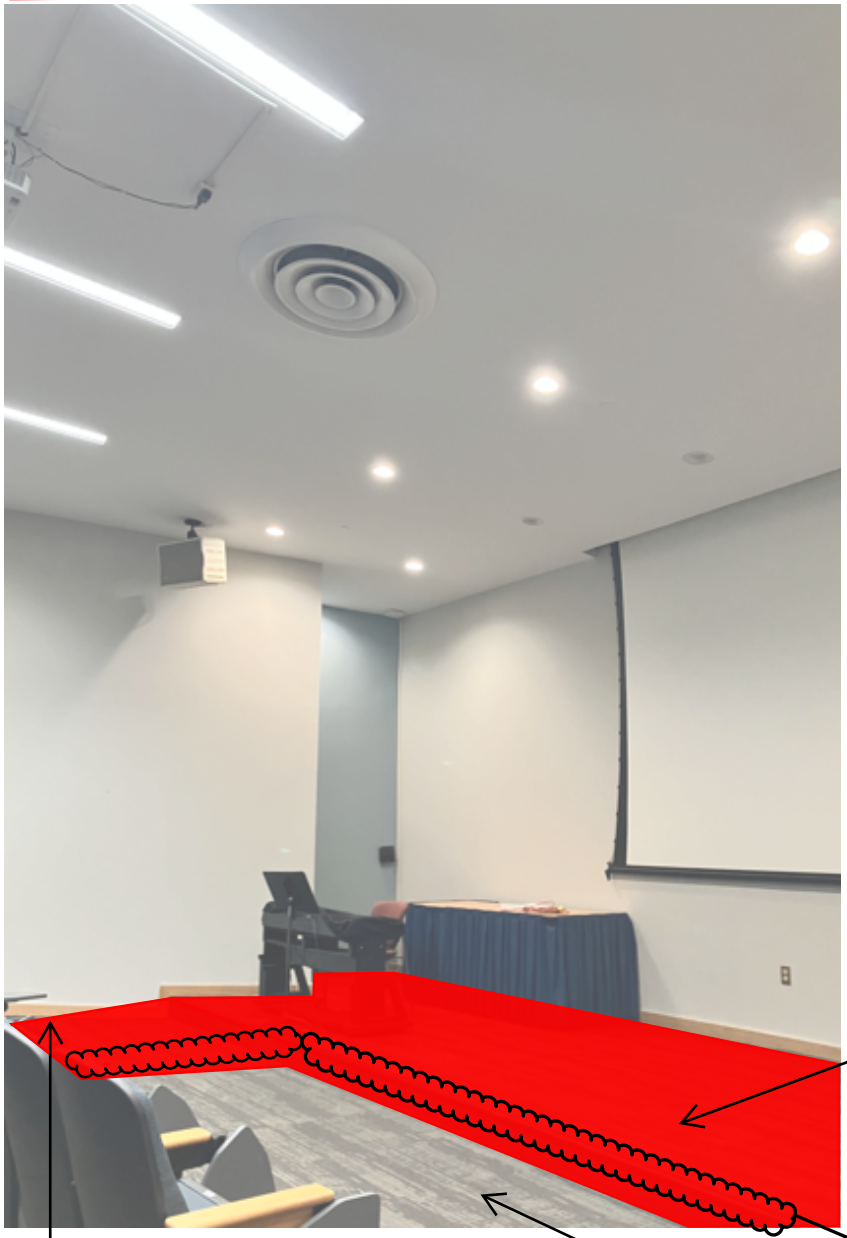
Corporate Name:	BEAR Construction Company
Authorized Signature:	
Print Name:	Anthony Izzi
Title:	Vice President of Construction
Date:	11/12/2024
Address:	1501 Rohlwing Road
City, State, Zip Code:	Rolling Meadows, Illinois, 60008
Phone:	847-222-1900
Email Address:	anthonyi@bearcc.com

LECTURE HALL-

STAGE RENOVATION + STORAGE



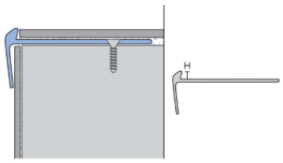






New carpet on stage and ramp including riser. Mohawk, collection: Learn and Live- taking steps: Style name: Necessary Action GT467. Color: 858 Li
Ecoflex One.
Install method: Ashlar

Nosing profile at step of the stage and along the edge of the ramp run. Kuberit. Model: KS-B-SIZETBD-A1-C. Silver finish.

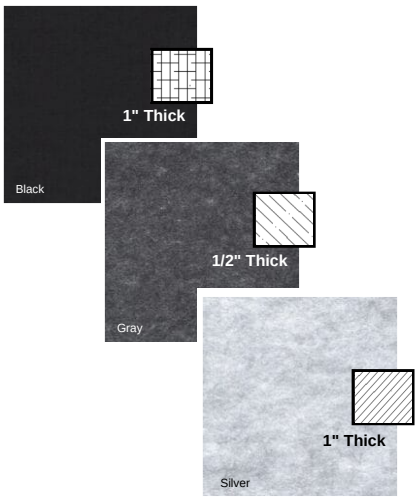


New carpet at ramp;
the ramp dimensions are:
5'L x 42"W.

Existing carpet to remain.

LECTURE HALL

FINISHES: ACOUSTIC PANELS



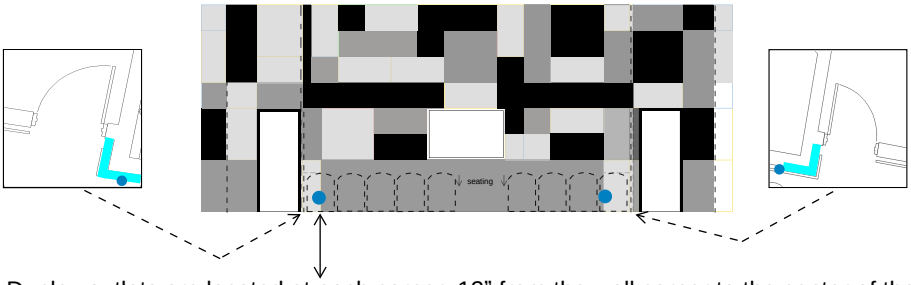


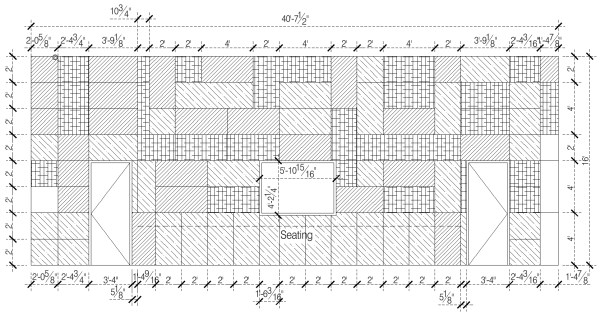


Utilize the existing ceiling recess, currently housing linear light fixtures, to install acoustic treatment. This approach preserves the visual continuity of the linear lighting while enhancing acoustic performance. By avoiding the need to enclose the recess with additional gypsum board, labor costs are reduced. Acoustic panels shall be installed using a direct-attach method, with anchors and fasteners appropriate to the mounting surface.

Image is not to scale and is provided for reference and illustration purposes only.

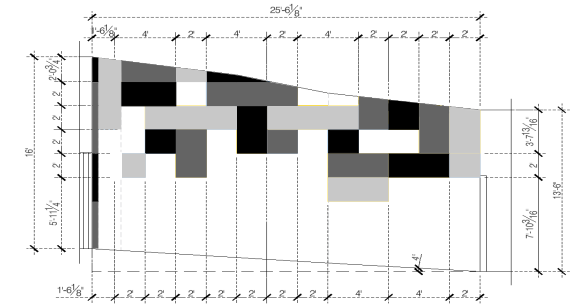
Elevation South

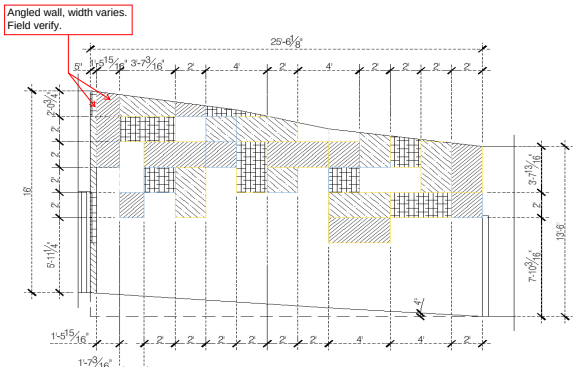


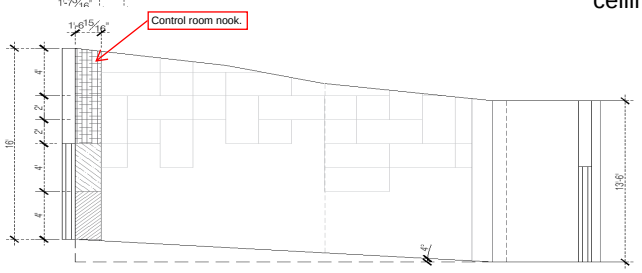


Duplex outlets are located at each corner, 12” from the wall corner to the center of the outlet. Acoustic panels must be field-cut or adjusted to accommodate outlet locations. At end corners, the acoustic panel shall wrap onto the adjacent wall, maintaining the same fabric, color, and height for a continuous appearance. This condition applies on sides of the lecture hall.

West- Elevation and Longitudinal Section

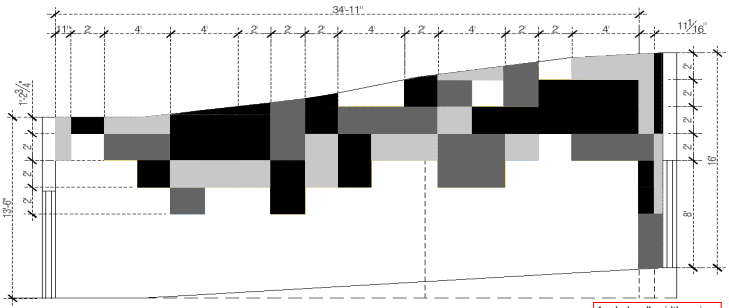


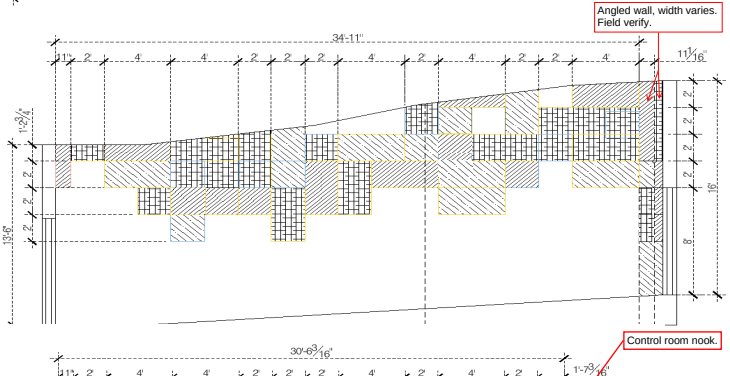


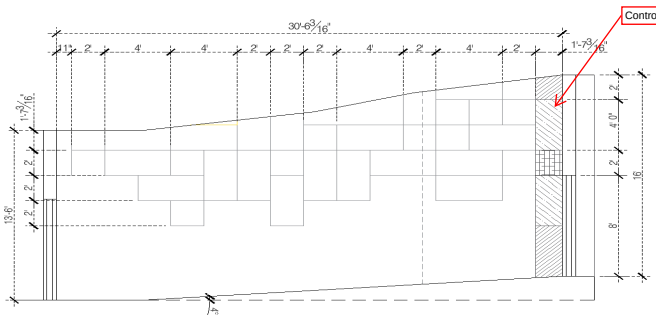


The West and East walls will require a combination of 2'x4' panel units, arranged to match the layouts shown. An additional 15% should be included for attic stock. Multicolor panel placement must follow the specified design pattern, size to adjust on site. The basis of design is Poly Max Polyester Acoustical Wall and Ceiling Panels. Panels will be installed using manufactured approved adhesive. Overall panel height will vary due to ceiling and flooring slope.

East- Elevation and Longitudinal Section







The West and East walls will require a combination of 2'x4' and 2'x2' panel units, arranged to match the layout shown above. An additional 15% should be included for attic stock. Multicolor panel placement must follow the specified design pattern. The basis of design is Poly Max Polyester Acoustical Wall and Ceiling Panels. Panels will be installed using manufactured approved adhesive. Overall panel height will vary, with a maximum of 8'-0".



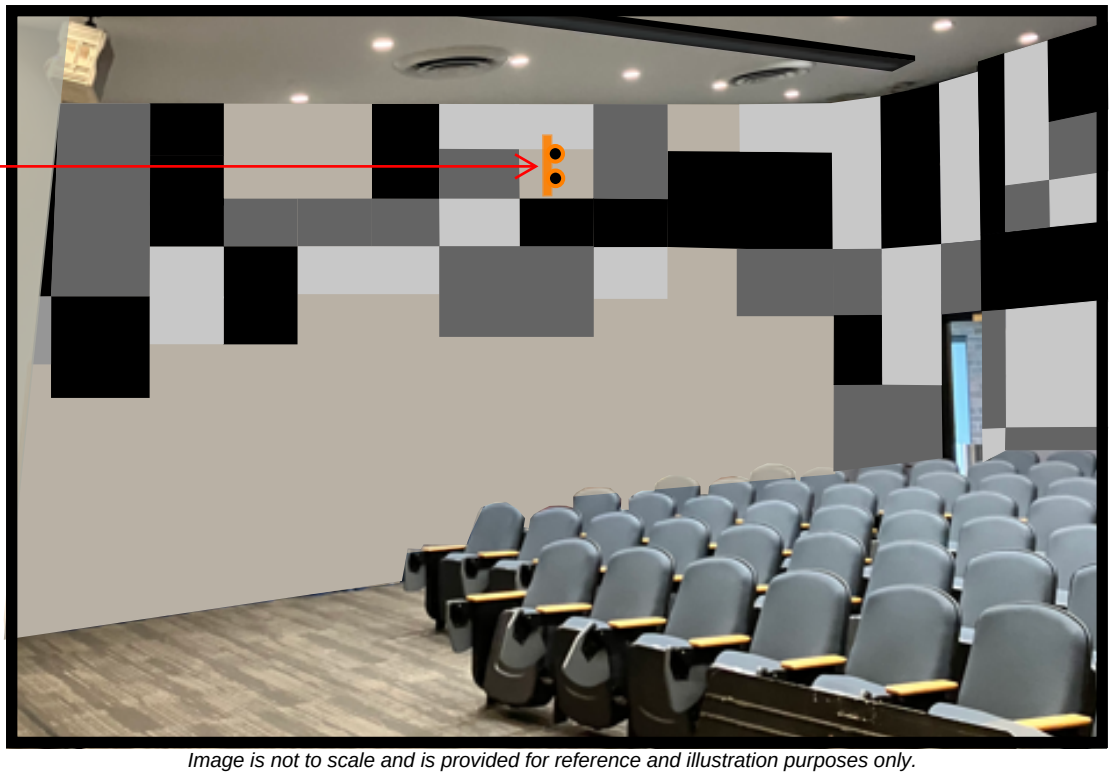


Image is not to scale and is provided for reference and illustration purposes only.

Theatrical lighting will remain in the same general positions; however, fixture types may change, potentially requiring different mounting bases (specifications to be determined). Acoustic panels located adjacent to or near these fixtures must be designed, cut, and installed to accommodate the lighting appropriately. The locations of the fixtures shown in the image are not accurate and must be field-verified. Placement is for reference only.

The area will be enclosed and repurposed as a storage space. The existing ramp will be removed, and a new ramp will be constructed adjacent to the stage, on the opposite side of the existing wall.

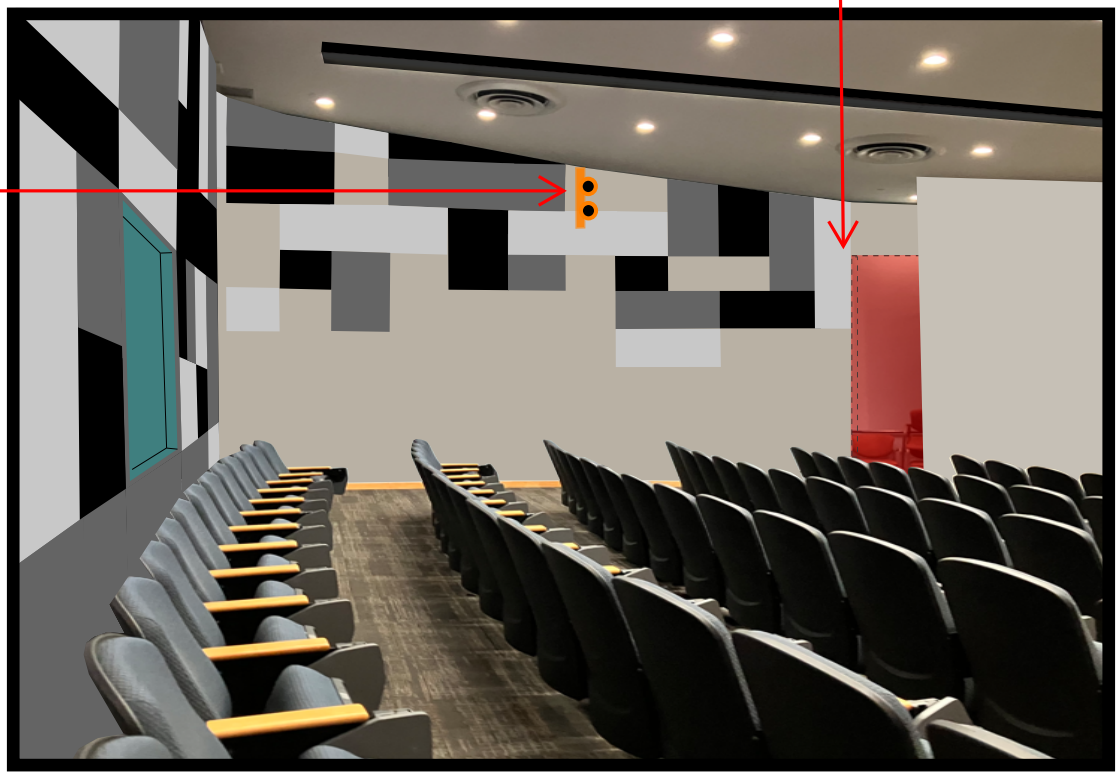


Image is not to scale and is provided for reference and illustration purposes only.

Acoustic Panel Quantification:

Total Per Panel Size/Color:

2'x4' Black total: 78 pieces
2'x4' Gray total: 59 pieces
2'x4' Silver total: 51 pieces

Panel Size/Color + Attic Stock/Buffer

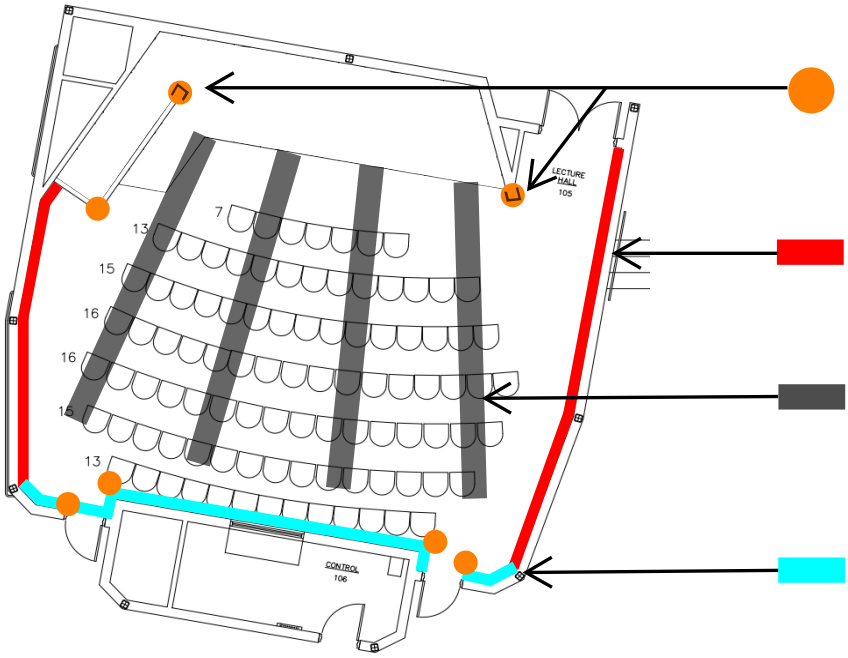
2'x4' Black	+	20%	=	94
2'x4' Gray	+	20%	=	71
2'x4' Silver	+	20%	=	61

Grand total: 226 pieces

See drawings in page 2 for panel layout.

LECTURE HALL-

FINISHES: ACOUSTIC PANELS AND PAINT



Corner guards; based on location U-shape or L-shape (90 degrees). Aluminum-match/equivalent to Tricorn Black, SW-powder coat. 48"H. Basis of design: CS, ASCO-8; similar or equivalent alternatives are acceptable.

New acoustic panels; 2' x 4' standard size; installation will require a range of sizes and multiple color options. Finish: Silver, Gray, and Black. See page 2 and 3 for layout and design details.

Acoustic panel strips to replace current lighting fixtures. Finish: black. Refer to page 2 and 3 for black finish details.

Replace existing acoustic panels with new panels, maintaining the original panel locations. No wall painting is required, as the gaps between panels reveal existing wood or laminate finishes, which are to remain untouched. Finish: black. Refer to page 2 and 3 for black finish details.

Accent color: SW 9166 Drift of Mist- eggshell finish (stage)

No paint, acoustic panels from ceiling to floor.

SW 6258 Tricorn Black- semigloss finish (metal frames)

SW 6258 Tricorn Black- semigloss finish (handrails)

Base color: SW 7641 Colonnade Gray eggshell finish (wall)

Base color and sheen to match existing paint.

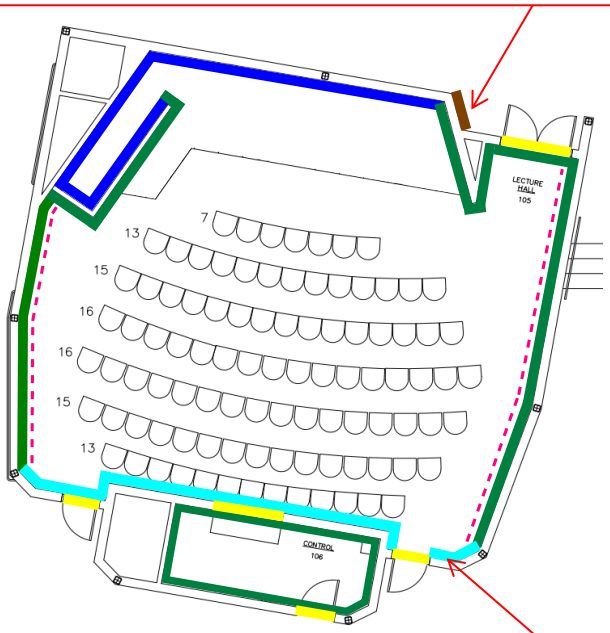
-Any metal doors and frames to be primed and painted with SW 6258 Tricorn Black.

-Wood wall base to be primed and painted to match Tricorn Black (Sherwin-Williams)

-Ceiling base color: white. Patch, prime, and paint just required.

-Wood doors to remain as-is; no alterations or finish work - required.

Remove recessed bulletin board entirely. Preserve existing electrical for future digital display and install outlet. Remove wall section as needed for proper repair and flush finish. Match final finish to surrounding walls.



Remove existing wood trim extending the full height and width of the wall between acoustic panels.

TRIM/FRAMES

SW 6258 Tricorn Black

SIDE WALLS

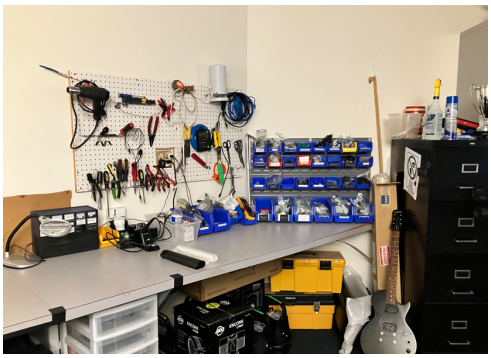
SW 7641 Colonnade Gray

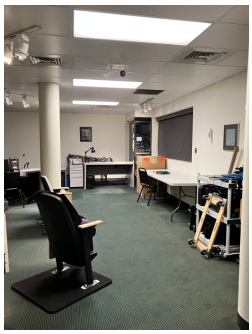
STAGE

SW 9166 Drift of Mist

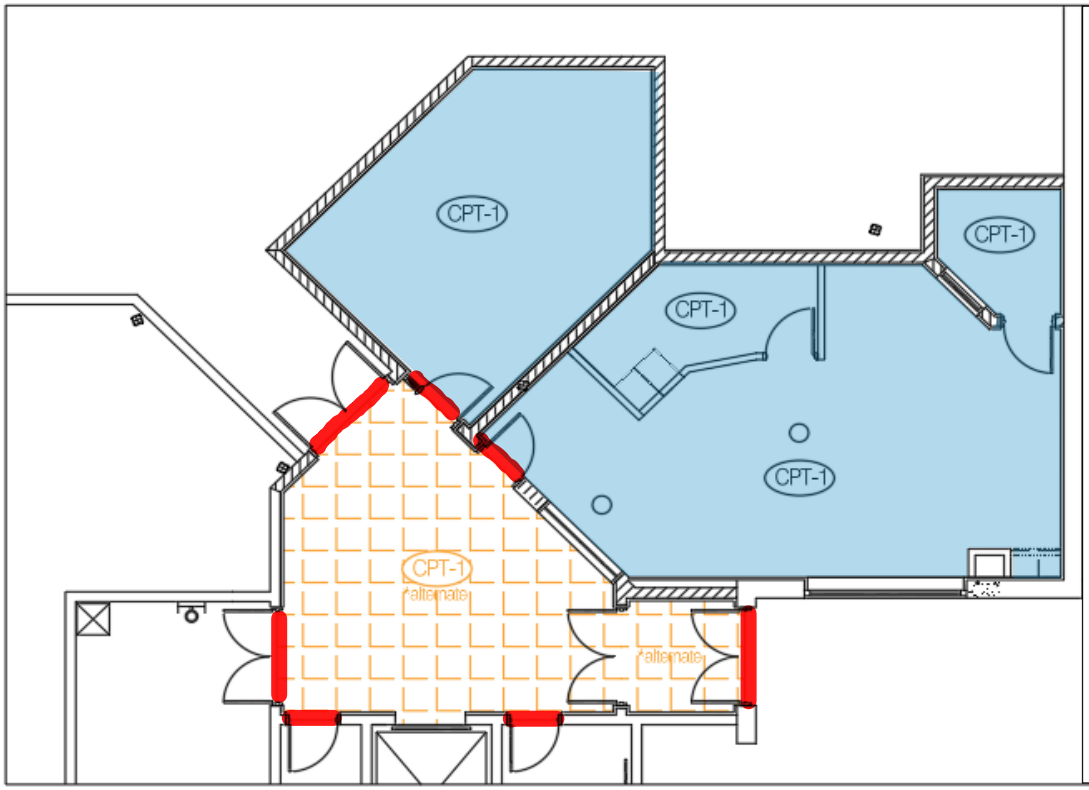
Images above are not to scale and are provided for reference and illustration purposes only.

STUDIO TECH + MUSIC ROOM FINISHES



FLOOR FINISH LEGEND

CPT-1 Carpet tile

CPT-1/Alternate

Transitions

GENERAL COMMENTS:
WALL BASE: 4" BLACK TRADITIONAL JOHNSONITE.

PROVIDE TRANSITION STRIPS AT ALL LOCATIONS OF DIFFERING MATERIAL. BLACK VINYL COLOR. JOHNSONITE-EDGE GUARDS. 1/4"MATERIAL TO FLOOR OR EQUIVALENT TO MATCH CARPET HEIGHT WITH THE CONCRETE FLOORING.

INSTALL METHOD: ASHLAR

P1: Base color: SW 9548 Sweater Weather- eggshell finish (wall)

P2: Accent: SW 6258 Tricorn Black- eggshell finish (soffit); to match or similar existing rack finish

P3: SW 6258 Tricorn Black- semi-gloss finish (metal door and trim)

P4: Accent color: SW 9166 Drift of Mist- eggshell finish (columns)

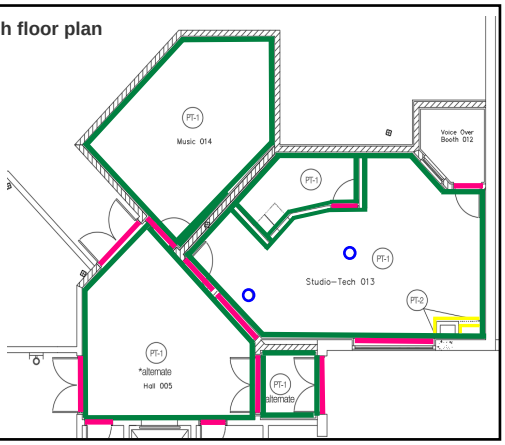
SW 6258 Tricorn Black

SW 7641 Colonnade Gray

SW 9166 Drift of Mist

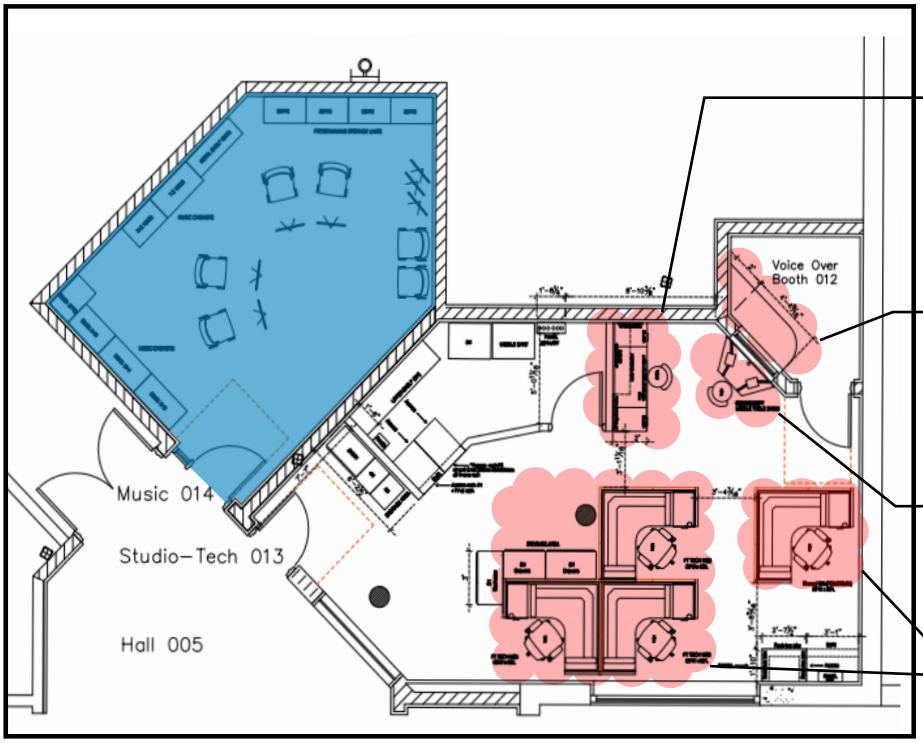
GENERAL COMMENTS:
Elevator doors and frame are excluded from the scope of work.

Finish floor plan



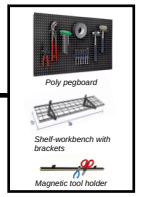
STUDIO TECH + MUSIC ROOM

FURNITURE







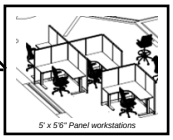




Remove and replace the existing worksurface.
The new worksurface should be resized to fit only the width of the window. Solid surface: Formica-781 Luna Concrete. Similar or equivalent acceptable, sample required.













Images above are not to scale and are provided for reference and illustration purposes only.

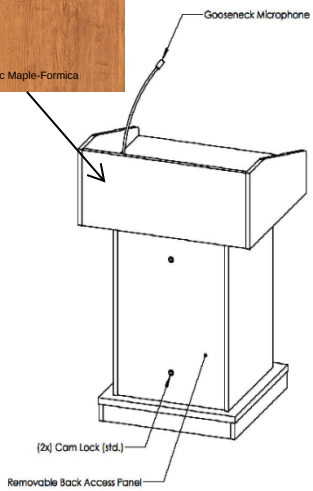
Furniture selections will consist of a combination of new and gently used pieces, maintaining high quality and durability while being mindful of budget.

The furniture highlighted in red represents a mix of freestanding and panel system configurations to accommodate various work styles and spatial needs.
The area marked in blue is included in the project scope, however, no new furniture purchases are required for this zone. Instead, PCA will relocate existing storage units to this area as part of the final layout.

STAGE & CONTROL BOOTH

FURNITURE



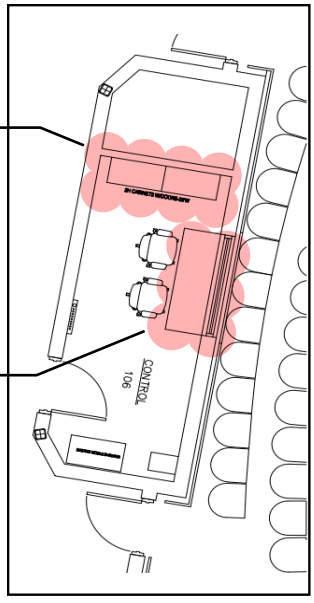


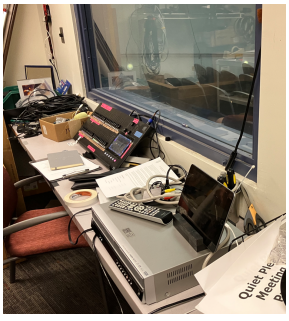


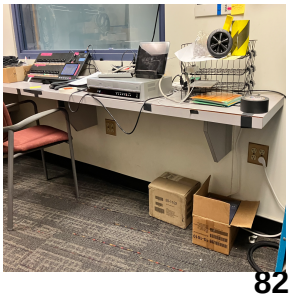
Provide two freestanding cabinets, each with a height of 3 feet (3H) with doors. Specs: 36"W x 18"D x42"H

Remove and replace the existing worksurface.
The new worksurface should be resized to fit only the width of the window. Solid surface: Formica-781 Luna Concrete. Similar or equivalent acceptable, sample required.

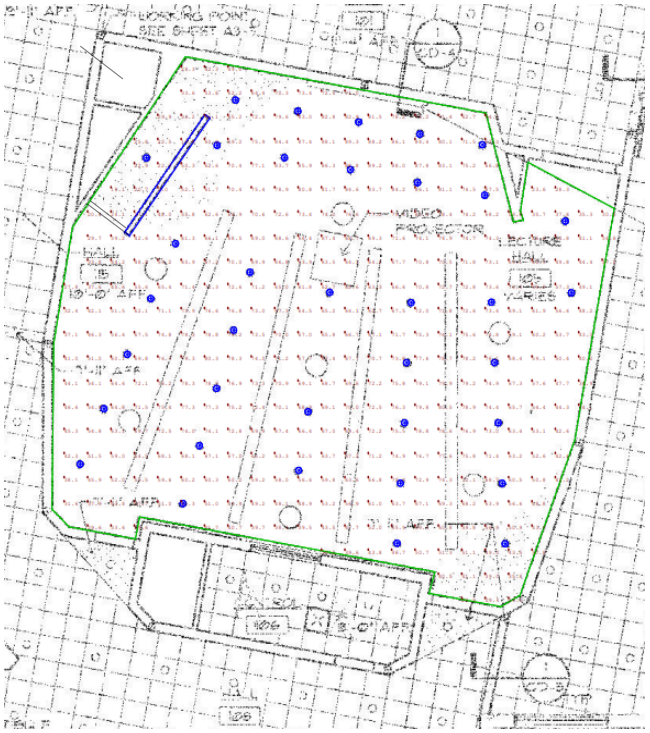
Existing wall-mounted shelves and freestanding mobile wire shelving units to remain in place, per PCA's request and operational needs.

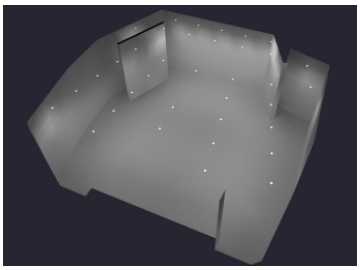


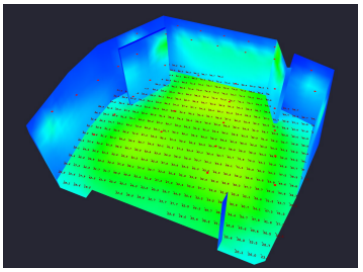


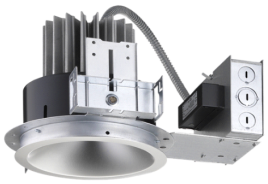


LECTURE HALL
LIGHTING







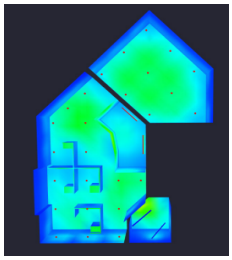






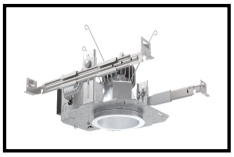
BASIS OF DESIGN: -2'x4' LED PANEL FIXTURES (35K) FOR GENERAL LIGHTING AND L6 33LM 35K MVOLT G4 80CRI G4 ZT HW CD ABOVE THE FIXED WORKSURFACE. OCCUPANCY/DAYLIGHT SENSORS REQUIRED.





STUDIO TECH + MUSIC ROOM
LIGHTING

F1



F2/
F3



F4

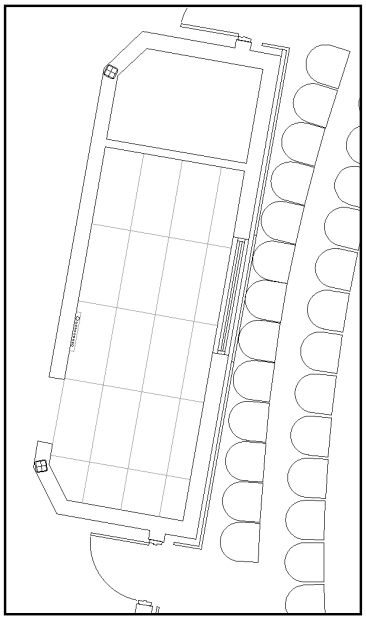




BASIS OF DESIGN:
F1: LDN4 ALO2 (1500LM) SWW1 (3500K) AR LS WD 80CRI; F2: T381L G2 WDIM HALR 90 CRI NFL; F3: 381L G2 WDIM HALR 90 CRI WFL; F4: CSS L48 ALO3 MVOLT SWW3 80CRI (5000LM 3500K). OCCUPANCY /DAYLIGHT SENSORS REQUIRED.

CONTROL BOOTH, STUDIO TECH & MUSIC ROOM

CEILING





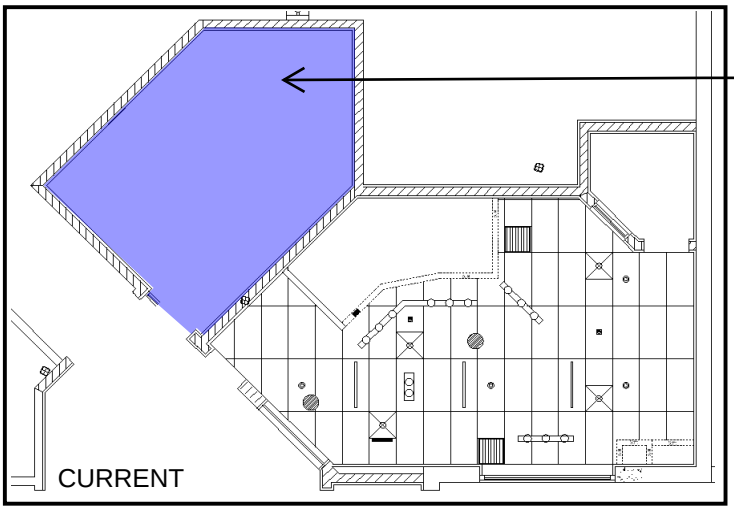
Ceiling replacement:

Remove existing ceiling tiles and install new 2'x4' black acoustic tiles at both locations. The ceiling layout must align with lighting plan (Page 7) to accommodate the fixtures below.

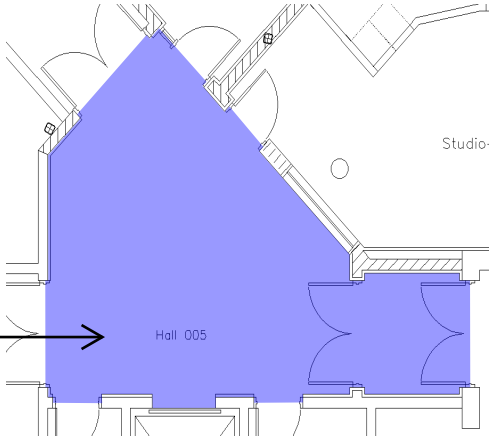
Coordinate ceiling layout to ensure proper placement of sprinklers, smoke detectors, speakers, and other ceiling-mounted devices.

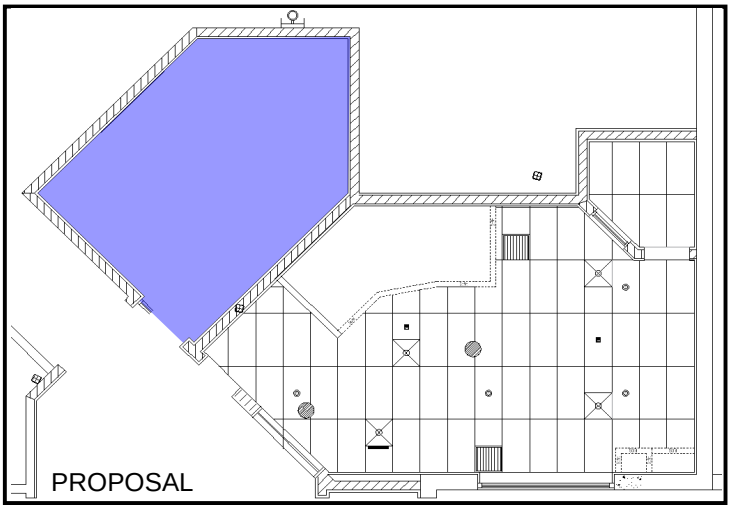
Modify ceiling grid as needed to ensure proper alignment and support of all fixtures.

All work to comply with applicable codes and coordination requirements with electrical, fire protection, and mechanical systems.



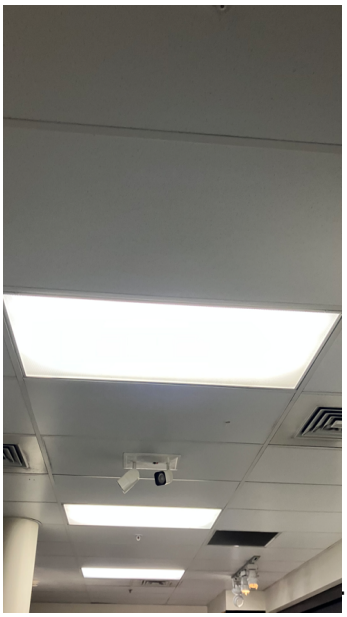
Existing ceiling tiles in blue highlighted area to remain; no work required.

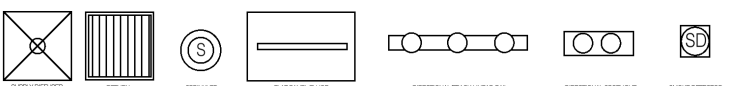












VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Award Bid for the 2222 Hammond Drive Demolition Project to American Demolition Corporation
11/06/25
Engineering and Public Works Committee

Presenter: Mark Rysavy, Facilities Division Manager
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
4369010-7453 (FY 26/27)	$685,000	$578,360 (FY 25/26)

The budget status for this request is: Under Budget

Amount Under Budget: $106,640

Executive Summary:

The Village purchased the property at 2222 Hammond Drive with the intention of demolishing the building and conveying the site to Cook County for their use. Staff prepared a request for bids that included utility disconnections, environmental abatement based on the environmental report from True North Consultants dated May 1, 2024, demolition of the building, foundations, and pavement, and restoration of the site to grass.

A mandatory prebid meeting was held on site on September 26, 2025 where 10 demolition companies attended and observed the site, both inside and outside. Bids were received on October 10, 2025. All 10 attendees submitted a qualified bid, with American Demolition Corporation being the lowest bidder at $578,360. The two lowest bidders were 3.5% apart. The bid price is under the original FY 26/27 budget of $685,000.

American Demolition has excellent references and was the low bidder on the Atcher Municipal Center demolition. American Demolition performed well, stayed on budget except for some unforeseen environmental issues that were out of their control, and most importantly stayed on schedule. Staff had conversations with the vendor, and the pricing will be held if the current tenant does not vacate by January 31, 2026 as planned.

While this project was originally budgeted for FY 26/27, advancing the project start to FY 25/26 will allow the Village to meet the conveyance schedule of Cook County. As such, a mid-year amendment will be required to advance a portion of the funds. The overall project will remain under budget, but will be split over two fiscal years by the time it is completed. After the bids were received, Cook County notified the Village they will be looking for a “No Further Remediation” (NFR) letter from the IEPA after demolition is completed. To do this, specially approved backfill will be required to be used and environmental testing will be required. Neither was included in this base bid. This work will be completed by a third party and staff expects these additional costs will use the rest of the budgeted value of this project, on top of the work included in this item.

With the bids being under budget and American Demolition Corporation having completed work satisfactorily recently for the Village, staff recommends the project be awarded accordingly.

Recommended Action:

The Village Manager recommends that the Engineering and Public Works Committee recommend the Village Board award the bid for the 2222 Hammond Drive Demolition Project to American Demolition Corporation of Carol Stream, IL, in the amount of $578,360.

ATTACHMENTS:

- Bid Tab
- Bid Submittal

2222 Hammond Drive Demolition Bid Results

Company Name	Attended Prebid?	Bid Bond?	Utility Disc,	Env. Rem.	Demolition	Restoration	Total Bid Price
American Demolition	**Yes**	**Yes**	**$59,375.00**	**$20,000.00**	**$338,985.00**	**$160,000.00**	**$578,360.00**
McDonagh Demoltion	Yes	Yes	$16,000.00	$27,000.00	$457,000.00	$98,400.00	$598,400.00
Alliance Demoltion	Yes	Yes	$43,615.00	$0.00	$424,285.00	$181,850.00	$649,750.00
Environmental Cleansing	Yes	Yes	$50,000.00	$50,000.00	$350,000.00	$217,343.00	$667,343.00
Omega III	Yes	Yes	$27,500.00	$3,500.00	$528,824.06	$138,925.94	$698,750.00
Green Demolition	Yes	Yes	$78,000.00	$64,000.00	$540,000.00	$100,000.00	$782,000.00
KLF Enterprises	Yes	Yes	$35,000.00	$70,000.00	$630,000.00	$120,000.00	$855,000.00
Alpine Demolition	Yes	Yes	$44,000.00	$0.00	$770,350.00	$441,900.00	$1,256,250.00
Fox Excavating	Yes	Yes	$28,000.00	$15,000.00	$956,000.00	$350,000.00	$1,349,000.00
Dore & Associates	No- Excluded	Yes	$28,300.00	$2,500.00	$1,425,600.00	$227,300.00	$1,683,700.00
Strategic Demolition	Yes	Yes	$30,000.00	$0.00	$1,758,000.00	$162,505.50	$1,950,505.50

Village of Schaumburg
Engineering and Public Works
Mike Hall, Department Director
Atcher Municipal Center, Schaumburg, IL 60193

[AMERICAN DEMOLITION CORPORATION] RESPONSE DOCUMENT REPORT

IFB No. 2025-IFB-059

Demolition and Restoration of 2222 Hammond Drive

RESPONSE DEADLINE: October 10, 2025 at 10:00 am

Report Generated: Tuesday, October 14, 2025

American Demolition Corporation Response

CONTACT INFORMATION

Company:
American Demolition Corporation

Email:
ddisilvio@amerdemo.com

Contact:
Dominick Di Silvio

Address:
480 Randy Road
Carol Stream, IL 60188

Phone:
(847) 608-0010

Website:
www.amerdemo.com

Submission Date:
Oct 10, 2025 8:21 AM (Central Time)

QUESTIONNAIRE

1. Authorized Person(s)*

Pass

Please provide the following information for each person(s) authorized to submit a response on behalf of your organization:

Name
Title
Phone Number
Email Address

Dominick Di Silvio

V.P of Estimating

O: (847) 608-0010 / C: (708) 969-9021

ddisilvio@amerdemo.com

2. Equal Employment Opportunity Clause*

Pass

EQUAL EMPLOYMENT OPPORTUNITY CLAUSE required by the Illinois Fair Employment Practices Commission as a material term of all public contracts.

During the performance of this contract, the contractor agrees as follows:

A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or ancestry; and further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under utilization.

PRICE TABLES

BASE BID SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	Utility disconnections (water and sewer, including restoration)	lump sum	$59,375.00
2	Environmental Remediation per supplied reports	lump sum	$20,000.00
3	Demolition of site, building, abandoned utilities on site, and foundations	lump sum	$338,985.00
4	Site restoration scope of work requirements	lump sum	$160,000.00

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Braintree Drive Improvement Project from Wise Road to Weathersfield Way – Local Agency Agreement for Federal Participation
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer
Lead Department: Engineering and Public Works

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road).

The proposed improvements from Wise Road to Weathersfield Way include full-depth pavement reconstruction, the construction of a roundabout at the intersection of Weathersfield Way, realignment of the intersection with Cambridge Drive, and the construction of an off-street bike path along the west side of the right of way. In addition, the project includes the replacement of approximately 7,200 feet of aging cast iron water main that has reached the end of its expected life. The inclusion of the water main in the project is a strategic decision to replace the water main at the same time as the surface construction to limit future disturbance to the right of way.

The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026. The current project estimates show a total construction cost of approximately $11.7 million and a total construction administration cost of approximately $1.5 million.

The Village of Schaumburg has been awarded federal Surface Transportation Program (STP) funding for the construction of the proposed improvements to Braintree Drive – Wise Rd to Weathersfield Way. Federal funding is appropriated through the Northwest Municipal Council of Mayors (NWMC) and is administered by IDOT. The Village has been awarded up to $3,703,000 in STP funding ($3,220,000 for construction and $483,000 for construction administration) for the project. The Village has recently requested an additional $1,297,000 in funding, which would increase the total funding for the project to the $5,000,000 limit for reconstruction projects.

The funding sources up to 80% of the eligible participating costs of the project. The Village is responsible for the remaining 20% of participating costs, any participating costs above the maximum funding amount, and all non-participating costs. Based on current project estimates, the Village will be responsible for $4,175,254 in participating construction costs, $3,716,765 in non-participating construction costs (water main replacement), and $300,696 in construction administration costs.

Funds for the construction of the proposed improvements are budgeted within the Village's Capital Improvement Plan over three fiscal years (FY 25/26, FY 26/27, and FY 27/28). The Village will utilize Motor Fuel Tax (MFT) funds to pay for the Village's share of the participating construction costs. The MFT funds will come as a transfer from MFT into the Vital Streets account. The Village has budgeted funds in its Utilities fund to pay for the non-participating costs associated with the water main. The Village has budgeted funds in its Vital Streets and Utilities funds to pay for the construction administration costs.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute the Braintree Drive Improvement Project from Wise Road to Weathersfield Way – Local Agency Agreement for Federal Participation.

ATTACHMENTS:

- Resolution
- Local Agency Agreement

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM WISE ROAD TO WEATHERSFIELD WAY– LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

WHEREAS, The Village of Schaumburg is attempting to Reconstruct Braintree Drive from Wise Road to Weathersfield Way and enter into an agreement with IDOT for STP-L Joint Funding.

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the State of Illinois, through its Department of Transportation, and the Village of Schaumburg Engineering Division Manager have recommended that the Village of Schaumburg Board enter into a Joint Funding Agreement for State-Let Construction Work to secure said funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG: Authorizes Eight Million One Hundred Ninety-Two Thousand Seven Hundred Fifteen dollars ($8,192,715) or as much may be needed to match federal funds in the completion of the improvements to Section Number 23-00146-00-PV.

SECTION ONE: that the Village Manager and Village Clerk are hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project; and

SECTION TWO: that the Village Clerk is hereby directed to transmit five certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the Village through the Village Clerk's Office.

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

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	23-00146-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-24-0013

Construction

State Job Number	Project Number
C9110425	U3QR(995)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Braintree Drive	MUN 4029	1.14 miles	1.41	2.55

Location Termini: Weathersfield Way to Wise Road

Current Jurisdiction	Existing Structure Number(s)	
LPA	N/A	Remove

PROJECT DESCRIPTION

The work consists of earth excavation, pavement removal, watermain installation, construction of storm sewers and drainage structures, HMA binder and surface courses, construction of a roundabout at Weathersfield Way, combination concrete curb and gutter and driveway replacement, construction of a concrete shared use path, ADA curb ramp construction, street lighting, traffic signal loop replacement, landscaping, erosion control, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	23-00146-00-PV	C9110425	U3QR(995)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the

physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	23-00146-00-PV	C9110425	U3QR(995)

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	23-00146-00-PV	C9110425	U3QR(995)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Brian Townsend

Title of Official

Village Manager

Signature | Date

The above signature certifies the agency's TIN number is

362491861 conducting business as a Governmental Entity.

DUNS Number 094758299

UEI DH35E8UQTG79

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Schaumburg	Cook	23-00146-00-PV	C-91-104-25	U3QR(995)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$3,797,216.00	*				Local	$4,175,254.00	BAL	$7,972,470.00
Non-Participating Construction							Local	$3,716,765.00	100%	$3,716,765.00
Construction Engineering	STU	$1,202,784.00	*				Local	$300,696.00	BAL	$1,503,480.00
	Total	$5,000,000.00		Total			Total	$8,192,715.00		$13,192,715.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) Participation 80% NTE $5,000,000.
Non-participating construction items include but not limited to watermain installation.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

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SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Schaumburg	23-00146-00-PV	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	

Summary of Risk	
General History of Performance	
Financial Controls	
Audits	
Total	

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

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Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	23-00146-00-PV	C9110425	U3QR(995)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Schaumburg (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☐ Yes ☐ No

2. Does the Village of Schaumburg (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current Village of Schaumburg (LPA) fiscal year?

   ☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the Village of Schaumburg (LPA) performed a single audit for their previous fiscal year?

   ☐ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☐ Yes ☐ No

   b. For the current fiscal year, does the Village of Schaumburg (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Village of Schaumburg

Signature & Date

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section without dashes. The dashes are automatically inserted.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	**Use the add location bu**
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description	Insert a description of the work to be accomplished by this project.

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up the the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed $100,000.
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

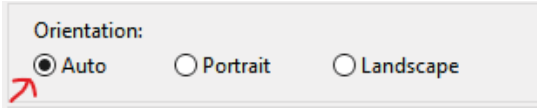
Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through it s Regional Engineer's Office.
If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process. 

Sample Resolution

RESOLUTION No:_____

A Resolution for:
Section No: _____
Job No.: _____
Project No.: _____

WHEREAS, the [*city, village, town, county*} of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *{Board}*:

Section 1: The *{Board}* hereby appropriates $_____, _____or as much as may be needed to match the required funding to complete the proposed improvement from *{Local fund source}* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *{Local Official or delegate}* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois , and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

_____

_____

(seal) _____

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Wise Road to Weathersfield Way– Phase III Construction Administration with Civiltech Engineering Inc.
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
SEE ATTACHED BUDGET TABLE		

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road). The proposed improvements from Wise Road to Weathersfield Road include full-depth pavement reconstruction, the construction of a roundabout at the intersection of Weathersfield Way, realignment of the intersection with Cambridge Drive, and the replacement of approximately 7,200 feet of aging water main. The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026.

In late August, staff released a Request for Qualifications (RFQ) to five firms from the approved Engineering Consultant List to provide construction administration for all three Braintree improvement projects. Due to the complicated nature of the overlapping improvements for each project, it was determined that one firm should provide construction administration for all three projects. Three Statements of Qualifications were received.

Staff reviewed and evaluated the submittals in accordance with IDOT's evaluation policy. Staff rated Civiltech Engineering, Inc. (Civiltech) of Itasca, Illinois, as the most qualified consultant for the project. Several details in Civiltech's submittal stood out compared to competitors' submittals. Civiltech is serving as the design engineer for the project, so the firm already has a deep understanding of the project. Civiltech is proposing a project team with extensive experience in constructing similar improvements in Schaumburg and neighboring communities. Civiltech has a history of successfully completing projects within the Village of Schaumburg, including the recent construction of a roundabout at National Parkway and American Lane and the recently completed 90N Shared Street improvements.

Civiltech submitted a proposal in the amount of $1,503,480 to perform construction administration for the project. Civiltech's fee equates to approximately 12.9% of the estimated $11.7 million construction cost, which is typical for this type of service and project.

Funds for construction administration for this project are budgeted within the Village's Capital Improvement Plan over three fiscal years (FY 25/26, FY 26/27, and FY 27/28). The Village has budgeted a total of $1,478,480 in its Vital Streets and Utilities funds to pay for the proposed improvements. Civiltech's proposal is $25,000 over budget. An internal budget transfer will be completed to address the small budget shortfall in FY 25/26.

The Village of Schaumburg has been awarded Surface Transportation Program (STP) funding for this project. The funding reimburses the Village for 80% of the participating construction administration expenses, up to the funding limit. The Village will be responsible for the remaining 20% in participating costs and all non-participating costs. The Village has been awarded up to $483,000 in funding for construction administration. Based on recent cost increases to the project, the Village has requested an additional $719,784 in construction administration funding to bring the total up to $1,202,784. The Village's share is currently estimated at $300,696.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for the Braintree Drive Improvement Project from Wise Road to Weathersfield Way – Phase III Construction Administration with Civiltech Engineering Inc. in the amount of $1,503,480, and approve the required Resolution.

ATTACHMENTS:
- Budget Table
- Qualifications Table
- Resolution
- Agreement

IMPROVEMENT	ACCOUNT	FY 25/26 BUDGET	FY 25/26 EXPENSE REQUEST	OVER/UNDER BUDGET
Braintree Drive Improvement Project from	4429010-7454 (23007-20-220)	$ -	$ 12,500	$ (12,500)
Wise Road to Weathersfield Way	5729020-7455 (23007-20-220)	$ -	$ 12,500	$ (12,500)
	TOTALS:	**$ -**	**$ 25,000**	**$ (25,000)**

IMPROVEMENT	ACCOUNT	FY 26/27 BUDGET	FY 26/27 EXPENSE REQUEST	OVER/UNDER BUDGET
Braintree Drive Improvement Project from	4429010-7454 (23007-20-220)	$ 913,004	$ 913,004	$ -
Wise Road to Weathersfield Way	5729020-7455 (23007-20-220)	$ 434,976	$ 434,976	$ -
	TOTALS:	**$ 1,347,980**	**$ 1,347,980**	**$ -**

IMPROVEMENT	ACCOUNT	FY 27/28 BUDGET	FY 27/28 EXPENSE REQUEST	OVER/UNDER BUDGET
Braintree Drive Improvement Project from	4429010-7454 (23007-20-220)	$ 100,000	$ 100,000	$ -
Wise Road to Weathersfield Way	5729020-7455 (23007-20-220)	$ 30,500	$ 30,500	$ -
	TOTALS:	**$ 130,500**	**$ 130,500**	**$ -**
	GRAND TOTAL:	**$ 1,478,480**	**$ 1,503,480**	**$ (25,000)**

Criteria	Factor Rating	Benesh		BLA		Civiltech	
		Avg. Rating	Total	Avg. Rating	Total	Avg. Rating	Total
Project Understanding	30%	8.33	25.00	8.67	26.00	9.67	29.00
Technical Approach	20%	8.67	17.33	8.33	16.67	8.67	17.33
Firm Experience	20%	8.67	17.33	8.67	17.33	9.00	18.00
Staff Capabilities	20%	8.33	16.67	8.33	16.67	9.00	18.00
Value	10%	9.00	9.00	9.00	9.00	9.00	9.00
Total		**85.33**		**85.67**		**91.33**	

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM WISE ROAD TO WEATHERSFIELD WAY– PHASE III CONSTRUCTION ADMINISTRATION WITH CIVILTECH ENGINEERING INC.

WHEREAS, the President and Board of Trustees wish to execute an agreement with Civiltech Engineering, Inc. of Itasca, IL, for the Braintree Drive Improvement Project from Wise Road to Weathersfield Way– Phase III Construction Administration; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Civiltech Engineering, Inc of Itasca, IL.

SECTION TWO: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

Number:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Schaumburg	Cook	23-00146-00-PV	C-91-104-25

Project Number	Contact Name	Phone Number	Email
U3QR(995)	Matuesz Pec, P.E.	(847) 923-6606	MPec@schaumburg.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Braintree Drive	MUN RTE 4029	1.14	N / A

Location Termini: Wise Road to Weathersfield Way

Add Location | Remove Location

Project Description:

The work consists of earth excavation, pavement removal, watermain installation, construction of storm sewers and drainage structures, HMA binder and surface courses, combination concrete curb and gutter and driveway replacement, construction of a concrete shared use path, ADA curb ramp construction, street lighting, traffic signal loop replacement, landscaping, erosion control, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Engineering Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	James D. Ewers, PE	(630) 735-3383	jewers@civiltechinc.com

Address	City	State	Zip Code
Two Pierce Pl, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Sub-consultant's Cost Estimate of Consultant Services
- ☒ BC 775
- ☒ BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	$1,408,480.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$95,000.00
	Subconsultant Total	$95,000.00
	Prime Consultant Total	$1,408,480.00
	Total for all work	$1,503,480.00

AGREEMENT SIGNATURES

Attest: The Village (Local Public Agency Type) of Schaumburg (Local Public Agency)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Schaumburg

Local Public Agency Type: Village Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	23-00146-00-PV

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A

Exhibit A

Braintree Dr. (Wise to Weathersfield) Reconstruction

Village of Schaumburg

Route: MUN Route 4029 (Braintree Dr.)
Local Agency: Village of Schaumburg
Section No.: 23-00146-00-PV
Proj. No.: U3QR(995)
Job No.: C-91-104-25
County: Cook
Contract No.: 61M26

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Schaumburg and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
    - Concrete
    - Hot-Mix Asphalt
    - Soils
    - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	23-00146-00-PV

EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B

Exhibit B

Braintree Drive - Wise Road to Weathersfield Way

Village of Schaumburg

Anticipated Consultant's Schedule

2026 (January – June)

STAFF	CLASSIFICATION	HOURS	JANUARY					FEBRUARY				MARCH				APRIL				MAY					JUNE			
			2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Civiltech Staffing:																												
Resident Engineer	Res. Engr. V	3,194		4			4			4		4		4		8	16	32	40	40	40	40	40	40	45	45	45	45
Assistant Resident Engineer	Asst. RE (Res. Engr. III)	3,014																	32	40	40	40	40	40	45	45	45	45
Field Engineer	Inspector (Res. Engr. I)	2,268																			32	40	40	40	45	45	45	45
Technician	Field Tech. I	1,082																						40	45	45	45	45
Technician	Field Tech. I	0																										
Eric Konrad	Chief Layout Specialist	208																						24	8		16	
Design Proj. Mngr.	Proj. Mngr.	48																							8	8	8	
James D. Ewers	Sr. Proj . Mngr.	58																						2		2		2
	Total:	9,872	0	4	0	0	4	0	0	4	0	4	0	4	0	8	16	32	72	80	112	120	120	186	196	190	204	182

2026 (July – December)

STAFF	JULY					AUGUST				SEPTEMBER				OCTOBER					NOVEMBER				DECEMBER			
	3	10	17	24	31	7	14	21	28	4	11	18	26	2	9	16	23	30	6	13	20	27	4	11	18	25
Resident Engineer	40	45	50	55	55	55	55	55	55	45	55	55	55	55	55	55	55	50	45	45	45	40	40	40	40	32
Assistant Resident Engineer	40	45	50	55	55	55	55	55	55	45	55	55	55	55	55	55	55	50	45	45	45	40	40	40	40	32
Field Engineer	40	45	50	50	50	50	50	50	50	45	50	50	50	50	50	50	50	50	45	45	45	40	40	40	40	32
Technician	40	45	45	45	45	45	45	45	45																	
Technician																										
Eric Konrad		8			16			8			16				8			8			8			8		
Design Proj. Mngr.																										
James D. Ewers		2		2		2		2		2		2		2		2		2		2		2		2		2
Total:	160	190	195	207	221	207	205	215	205	137	176	162	160	162	168	162	160	160	135	137	143	122	120	130	120	98

2027 (January – June)

STAFF	JANUARY					FEBRUARY				MARCH				APRIL					MAY				JUNE			
	1	8	15	22	29	5	12	19	26	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
Resident Engineer	32	40	40	40	32	32	32	32	32	32	40	40	40	40	40	40	40	40	45	50	55	55	45	55	55	50
Assistant Resident Engineer	32	40	40	32	32	32	24	24	24	24	32	32	40	40	40	40	40	40	45	50	55	55	45	55	55	50
Field Engineer																32	40	40	45	50	50	50	45	50	50	45
Technician																						40	45	50	50	45
Technician																										
Eric Konrad														16		16			8			16			8	
Design Proj. Mngr.														8	8	8										
James D. Ewers				2				2				2			2		2		2		2		2		2	
Total:	96	80	80	74	64	64	56	58	56	56	72	74	80	104	90	136	122	120	145	150	162	216	182	210	220	190

2027 (July – December)

STAFF	JULY					AUGUST				SEPTEMBER				OCTOBER					NOVEMBER				DECEMBER				
	2	9	16	23	30	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26	3	10	17	24	31
Resident Engineer	40	40	40	40	40	40	40	40	32																		
Assistant Resident Engineer	40	40	40	40	40	40	40	32																			
Field Engineer	40	40	40	40	40	32																					
Technician	40	40	40	40	40	32																					
Technician																											
Eric Konrad		16																									
Design Proj. Mngr.																											
James D. Ewers	2		2		2		2																				
Total:	162	176	162	160	162	144	82	72	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	23-00146-00-PV

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 09/26/25

Method(s) used for advertisement and dates of advertisement

Posted on the City's website on 09/11/2025. The City also has an email/text sign up system to receive a notification when new postings are added.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	30%
Technical Qualifications and Approach to Project	20%
Firm Experience	20%
Staff Capabilities	20%
Municipal Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Department Director, Engineering Division Manager, and Senior Civil Engineer

	Top three consultants ranked for this project in order
1	Civiltech Engineering, Inc.
2	BLA, Inc.
3	Benesch and Company

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	23-00146-00-PV

16	LPA is a home rule community (Exempt from QBS).	☒	☐

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	23-00146-00-PV

Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	James D. Ewers, P.E.	10/20/2025

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-104-25

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Braintree Drive - Wise Road to Weathersfield Way

PAYROLL ESCALATION TABLE

CONTRACT TERM	20	MONTHS	OVERHEAD RATE	134.33%
START DATE	1/2/2026		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2026		% OF RAISE	3.00%
END DATE	9/1/2027			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/2/2026	4/1/2026	3	15.00%
1	4/2/2026	4/1/2027	12	61.80%
2	4/2/2027	9/1/2027	5	26.52%

The total escalation = 3.32%

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	23-00146-00-PV

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-104-25

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.32%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Res. Engr. V	$65.32	$67.49
Res. Engr. III	$47.33	$48.90
Res. Engr. I	$37.02	$38.25
Field Technician I	$29.00	$29.96
Chief Layout Specialist	$44.80	$46.29
Proj Mngr (Design)	$62.37	$64.44
Senior Proj Mngr (QA Rep)	$77.29	$79.86

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	23-00146-00-PV

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-104-25

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midalnd Standard Engineering & Testing, Inc.	28,000.00	2,800.00
Total	**28,000.00**	**2,800.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
23-00146-00-PV

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-104-25

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	1045	$65.00	$67,925.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	90	$14.50	$1,305.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	918	$0.86	$789.48
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost	40	$10.00	$400.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL DIRECT COSTS:		**$70,419.48**

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
23-00146-00-PV

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-104-25

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 134.33%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection	70,419	7386	366,875	492,823	121,069		980,767	65.23%
Pre-Construction Documentation		202	12,530	16,832	4,135		33,497	2.23%
Construction Documentation		1966	101,896	136,877	33,626		272,399	18.12%
Post-Construction Documentation		318	18,179	24,420	5,999		48,598	3.23%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Midalnd Standard Engineering & Testing, Inc.			-	-	-	95,000	95,000	6.32%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
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Subconsultant DL							$2,800.00	0.19%
Direct Costs Total ===>	$70,419.48						**$70,419.48**	4.68%
TOTALS		9872	499,480	670,952	164,829	95,000	1,503,480	100.00%

1,170,432

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
23-00146-00-PV

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-104-25

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Pre-Construction Documentation			Construction Documentation			Post-Construction Documentation					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	67.49	3,194.0	32.35%	21.84	2236	30.27%	20.43	116	57.43%	38.76	690	35.10%	23.69	152	47.80%	32.26			
Res. Engr. III	48.90	3,014.0	30.53%	14.93	2410	32.63%	15.96	32	15.84%	7.75	460	23.40%	11.44	112	35.22%	17.22			
Res. Engr. I	38.25	2,268.0	22.97%	8.79	1814	24.56%	9.39				422	21.46%	8.21	32	10.06%	3.85			
Field Technician I	29.96	1,082.0	10.96%	3.28	866	11.72%	3.51				216	10.99%	3.29						
Chief Layout Specialist	46.29	208.0	2.11%	0.98	60	0.81%	0.38	24	11.88%	5.50	108	5.49%	2.54	16	5.03%	2.33			
Proj Mngr (Design)	64.44	48.0	0.49%	0.31				24	11.88%	7.66	24	1.22%	0.79						
Senior Proj Mngr (QA Rep)	79.86	58.0	0.59%	0.47				6	2.97%	2.37	46	2.34%	1.87	6	1.89%	1.51			
		0.0																	
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TOTALS		9872.0	100%	$50.60	7386.0	100.00%	$49.67	202.0	100%	$62.03	1966.0	100%	$51.83	318.0	100%	$57.17	0.0	0%	$0.00

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M26 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: U3QR(995) | Job Number: C-91-104-25

Section Number: 23-00146-00-PV

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title: Engineering Division Manager

Applicants Name: Brian J. Carroll, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 22-20083

Mr. Brian J. Carroll of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant | Date

Job Title of Applicant: Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M26 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: U3QR(995) | Job Number: C-91-104-25

Section Number: 23-00146-00-PV

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date

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Applicants Name: Brian J. Carroll, P.E.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 22-20083 .

Mr. Brian J. Carroll, P.E. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

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VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Local Agency Agreement for Federal Participation
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer
Lead Department: Engineering and Public Works

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road).

The proposed improvements from Weathersfield Way to Schaumburg Road include pavement resurfacing and the construction of an off-street bike path along the west side of the right of way. In addition, the project includes the replacement of approximately 3,300 feet of aging cast iron water main that has reached the end of its expected life. The inclusion of the water main in the project is a strategic decision to replace the water main at the same time as the surface construction to prevent future disturbance to the right of way.

The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026. The current project estimates show a total construction cost of approximately $3.5 million and a total construction administration cost of approximately $447,000.

The Village of Schaumburg has been awarded federal Surface Transportation Program (STP) funding for the construction of the proposed improvements to Braintree Drive – Weathersfield Way to Schaumburg Road. Federal funding is appropriated through the Northwest Municipal Council of Mayors (NWMC) and is administered by IDOT. The Village has been awarded up to $1,768,000 in STP funding ($1,430,000 for construction and $334,000 for construction administration) for the project.

The funding reimburses the village up to 75% of the eligible participating costs of the project. The Village is responsible for the remaining 25% of participating costs, any participating costs above the maximum funding amount, and all non-participating costs. Based on current project estimates, the Village will be responsible for $477,714 in participating construction costs, $1,535,717 in non-participating construction costs (water main replacement), and $111,643 in construction administration costs.

Funds for the construction of the proposed improvements are budgeted within the Village's Capital

Improvement Plan over two fiscal years (FY 25/26 and FY 26/27). The Village will utilize Motor Fuel Tax (MFT) funds to pay for the Village's share of the participating construction costs. The MFT funds will come as a transfer from MFT into the Vital Streets account. The Village has budgeted funds in its Utilities fund to pay for the non-participating costs (water main replacement). The Village has budgeted funds in its Vital Streets and Utilities funds to pay for the construction administration costs.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Local Agency Agreement for Federal Participation

ATTACHMENTS:

- Resolution
- Local Agency Agreement

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM WEATHERSFIELD WAY TO SCHAUMBURG ROAD – LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

WHEREAS, The Village of Schaumburg is attempting to resurface Braintree Drive from Weathersfield Way to Schaumburg Road and enter into an agreement with IDOT for STP Joint Funding.

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the State of Illinois, through its Department of Transportation, and the Village of Schaumburg Engineering Division Manager have recommended that the Village of Schaumburg Board enter into a Joint Funding Agreement for State-Let Construction Work to secure said funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG: Authorizes Two Million One Hundred Twenty-Five Thousand Seventy-Four dollars ($2,125,074) or as much may be needed to match federal funds in the completion of the improvements to Section Number 25-00149-01-RS.

SECTION ONE: that the Village Manager and Village Clerk are hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project; and

SECTION TWO: that the Village Clerk is hereby directed to transmit five certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the Village through the Village Clerk's Office.

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

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-01-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-22-0032

Construction

State Job Number	Project Number
C9106726	EUFV(392)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Braintree Drive	MUN 4029	0.51 miles	0.90	1.41

Location Termini: Schaumburg Road to Weathersfield Way

Current Jurisdiction	Existing Structure Number(s)	
LPA	N/A	Remove

PROJECT DESCRIPTION

The work consists of pavement patching and resurfacing with HMA binder and surface courses, curb and gutter and driveway replacement, construction of a PCC shared use path, ADA curb ramp construction, watermain installation, drainage structure adjustment and replacement, storm sewer replacement, street lighting relocation, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-01-RS	C9106726	EUFV(392)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the

physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-01-RS	C9106726	EUFV(392)

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-01-RS	C9106726	EUFV(392)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Brian Townsend

Title of Official

Village Manager

Signature | Date

The above signature certifies the agency's TIN number is

362491861 conducting business as a Governmental Entity.

DUNS Number 094758299

UEI DH35E8UQTG79

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Schaumburg	Cook	25-00149-01-RS	C-91-067-26	EUFV(392)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$1,433,142.00	*				Local	$477,714.00	BAL	$1,910,856.00
Non-Participating Construction							Local	$1,535,717.00	100%	$1,535,717.00
Construction Engineering	STU	$334,929.00	*				Local	$111,643.00	BAL	$446,572.00
	Total	$1,768,071.00		Total			Total	$2,125,074.00		$3,893,145.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) Participation 75% NTE $2,161,500.
Non-participating construction items include but not limited to watermain installation.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Schaumburg	25-00149-01-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	

Summary of Risk	
General History of Performance	
Financial Controls	
Audits	
Total	

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-01-RS	C9106726	EUFV(392)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Schaumburg (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☐ Yes ☐ No

2. Does the Village of Schaumburg (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current Village of Schaumburg (LPA) fiscal year?

   ☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the Village of Schaumburg (LPA) performed a single audit for their previous fiscal year?

   ☐ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☐ Yes ☐ No

   b. For the current fiscal year, does the Village of Schaumburg (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Village of Schaumburg

Signature & Date

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section without dashes. The dashes are automatically inserted.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	**Use the add location bu**
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description	Insert a description of the work to be accomplished by this project.

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up the the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed $100,000.
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

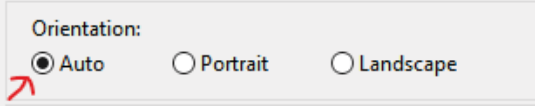
Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through it s Regional Engineer's Office.
If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process. 

Sample Resolution

RESOLUTION No:_____

A Resolution for:
Section No: _____
Job No.: _____
Project No.: _____

WHEREAS, the [*city, village, town, county*} of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *{Board}*:

Section 1: The *{Board}* hereby appropriates $_____, _____or as much as may be needed to match the required funding to complete the proposed improvement from *{Local fund source}* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *{Local Official or delegate}* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois , and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

_____

_____

(seal) _____

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Phase III Construction Administration with Civiltech Engineering Inc.
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
5729020-7455 (25007-20-220) - FY 25/26	$87,750	$21,500
4429010-7454 (25007-20-220) - FY 26/27	$236,043	$236,043
5729020-7455 (25007-20-220) - FY 26/27	$189,029	$189,029

The budget status for this request is: Under Budget

Amount Under Budget: $66,250

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road). The proposed improvements from Weathersfield Road to Schaumburg Road include pavement resurfacing and the construction of an off-street bike path along the west side of the right of way. In addition, the project includes the replacement of approximately 3,300 feet of aging water main. The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026.

In late August, staff released a Request for Qualifications (RFQ) to five firms from the approved Engineering Consultant List to provide construction administration for all three Braintree improvement projects. Due to the complicated nature of the overlapping improvements for each project, it was determined that one firm should provide construction administration for all three projects. Three Statements of Qualifications were received.

Staff reviewed and evaluated the submittals in accordance with IDOT's evaluation policy. Staff rated Civiltech Engineering, Inc. (Civiltech) of Itasca, Illinois, as the most qualified consultant for the project. Several details in Civiltech's submittal stood out compared to competitors' submittals. Civiltech is serving as the design engineer for the project, so the firm already has a deep understanding of the project. Civiltech is proposing a project team with extensive experience in constructing similar improvements in Schaumburg and neighboring communities. Civiltech has a history of successfully completing projects within the Village of Schaumburg, including the recent construction of a roundabout at National Parkway and American Lane and the recently completed 90N Shared Street improvements.

Civiltech submitted a proposal in the amount of $446,572 to perform construction administration for the project. Civiltech's fee equates to approximately 12.9% of the estimated $3.45 million construction cost, which is typical for this type of service and project.

Funds for construction administration for this project are budgeted within the Village's Capital Improvement Plan over two fiscal years (FY 25/26 and FY 26/27). The Village has budgeted a total of $512,822 in its Vital Streets and Utilities funds to pay for the proposed improvements. Therefore, Civiltech's proposal is under budget.

The Village of Schaumburg has been awarded Surface Transportation Program (STP) funding for this project. The funding reimburses the Village for 75% of the participating construction administration expenses, up to the funding limit. The Village will be responsible for the remaining 25% in participating costs and all non-participating costs. The Village has been awarded up to $334,929 in funding for construction administration. The Village's share is currently estimated at $111,643.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Phase III Construction Administration with Civiltech Engineering Inc., in the amount of $446,572, and approve the required Resolution.

ATTACHMENTS:
- Qualifications Table
- Resolution
- Agreement

Criteria	Factor Rating	Benesh		BLA		Civiltech	
		Avg. Rating	Total	Avg. Rating	Total	Avg. Rating	Total
Project Understanding	30%	8.33	25.00	8.67	26.00	9.67	29.00
Technical Approach	20%	8.67	17.33	8.33	16.67	8.67	17.33
Firm Experience	20%	8.67	17.33	8.67	17.33	9.00	18.00
Staff Capabilities	20%	8.33	16.67	8.33	16.67	9.00	18.00
Value	10%	9.00	9.00	9.00	9.00	9.00	9.00
Total		**85.33**		**85.67**		**91.33**	

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM WEATHERSFIELD WAY TO SCHAUMBURG ROAD – PHASE III CONSTRUCTION ADMINISTRATION WITH CIVILTECH ENGINEERING INC.

WHEREAS, the President and Board of Trustees wish to execute an agreement with Civiltech Engineering, Inc. of Itasca, IL, for the Braintree Drive Improvement Project from Weathersfield Way to Schaumburg Road – Phase III Construction Administration; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Civiltech Engineering, Inc of Itasca, IL.

SECTION TWO: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

Number:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Schaumburg	Cook	25-00149-01-RS	C-91-067-26

Project Number	Contact Name	Phone Number	Email
EUFV(392)	Matuesz Pec, P.E.	(847) 923-6606	MPec@schaumburg.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Braintree Drive	MUN RTE 4029	0.51	N / A

Location Termini: Weathersfield Way to Schaumburg Road

Add Location | Remove Location

Project Description:

The work consists of pavement patching and resurfacing with HMA binder and surface courses, curb and gutter and driveway replacement, construction of a PCC shared use path, ADA curb ramp construction, watermain installation, drainage structure adjustment and replacement, storm sewer replacement, street lighting relocation, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Engineering Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	James D. Ewers, PE	(630) 735-3383	jewers@civiltechinc.com

Address	City	State	Zip Code
Two Pierce Pl, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Sub-consultant's Cost Estimate of Consultant Services
- ☒ BC 775
- ☒ BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	$415,572.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$31,000.00
	Subconsultant Total	$31,000.00
	Prime Consultant Total	$415,572.00
	Total for all work	$446,572.00

AGREEMENT SIGNATURES

Attest: The Village (Local Public Agency Type) of Schaumburg (Local Public Agency)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Schaumburg

Local Public Agency Type: Village Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-01-RS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A

Exhibit A

Braintree Dr. (Weathersfield to Schaumburg) Resurfacing

Village of Schaumburg

Route: MUN Route 4029 (Braintree Dr.)
Local Agency: Village of Schaumburg
Section No.: 25-00149-01-RS
Proj. No.: EUFV(392)
Job No.: C-91-067-26
County: Cook
Contract No.: 61M27

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Schaumburg and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
    - Concrete
    - Hot-Mix Asphalt
    - Soils
    - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-01-RS

EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B

Exhibit B

Braintree Drive - Weathersfield Way to Schaumburg Road

Village of Schaumburg

Anticipated Consultant's Schedule

STAFF	CLASSIFICATION	HOURS	2026 JANUARY					FEBRUARY				MARCH				APRIL				MAY					JUNE			
			2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Civiltech Staffing:																												
Resident Engineer	Res. Engr. V	1,411															24	40	40	40	45	45	45	40	45	45	45	45
Assistant Resident Engineer	Asst. RE (Res. Engr. III)	0																										
Field Engineer	Inspector (Res. Engr. I)	1,254																		32	40	45	45	40	45	45	45	45
Technician	Field Tech. I	0																										
Technician	Field Tech. I	0																										
Eric Konrad	Chief Layout Specialist	52																16		8		4						
Design Proj. Mngr.	Proj. Mngr.	8																		4		4						
James D. Ewers	Sr. Proj . Mngr.	32																2		2		2		2		2		2
	Total:	2,757	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	58	40	86	85	100	90	82	90	92	90	92

STAFF	CLASSIFICATION	HOURS	JULY					AUGUST				SEPTEMBER				OCTOBER					NOVEMBER				DECEMBER			
			3	10	17	24	31	7	14	21	28	4	11	18	26	2	9	16	23	30	6	13	20	27	4	11	18	25
Civiltech Staffing:																												
Resident Engineer	Res. Engr. V	1,411	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	40	32					
Assistant Resident Engineer	Asst. RE (Res. Engr. III)	0																										
Field Engineer	Inspector (Res. Engr. I)	1,254	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	32						
Technician	Field Tech. I	0																										
Technician	Field Tech. I	0																										
Eric Konrad	Chief Layout Specialist	52														8			16									
Design Proj. Mngr.	Proj. Mngr.	8																										
James D. Ewers	Sr. Proj . Mngr.	32		2		2		2		2		2		2		2		2		2		2						
	Total:	2,757	80	92	90	92	90	92	90	92	90	82	90	92	90	100	90	92	106	92	80	74	32	0	0	0	0	0

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-01-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 09/26/25

Method(s) used for advertisement and dates of advertisement

Posted on the City's website on 09/11/2025. The City also has an email/text sign up system to receive a notification when new postings are added.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	30%
Technical Qualifications and Approach to Project	20%
Firm Experience	20%
Staff Capabilities	20%
Municipal Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Department Director, Engineering Division Manager, and Senior Civil Engineer

	Top three consultants ranked for this project in order
1	Civiltech Engineering, Inc.
2	BLA, Inc.
3	Benesch and Company

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-01-RS

16	LPA is a home rule community (Exempt from QBS).	☒	☐

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-01-RS

Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	James D. Ewers, P.E.	10/20/2025

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-067-26

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Braintree Drive - Weathersfield Way to Schaumburg Road

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	134.33%
START DATE	4/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2026		% OF RAISE	3.00%
END DATE	11/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2026	4/1/2026	0	0.00%
1	4/2/2026	12/1/2026	8	103.00%

The total escalation = 3.00%

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-01-RS

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-067-26

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Res. Engr. V	$65.32	$67.28
Res. Engr. III	$47.33	$48.75
Res. Engr. I	$37.02	$38.13
Field Technician I	$29.00	$29.87
Chief Layout Specialist	$44.80	$46.14
Proj Mngr (Design)	$62.37	$64.24
Senior Proj Mngr (QA Rep)	$77.29	$79.61

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-01-RS

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-067-26

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midalnd Standard Engineering & Testing, Inc.	5,600.00	560.00
Total	**5,600.00**	**560.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-01-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-067-26

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	275	$65.00	$17,875.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	30	$14.50	$435.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	345	$0.86	$296.70
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost	20	$10.00	$200.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL DIRECT COSTS:		**$18,806.70**

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-01-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-067-26

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 134.33%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection	18,807	1984	104,450	140,308	34,469		279,227	62.53%
Pre-Construction Documentation		88	5,141	6,906	1,697		13,744	3.08%
Construction Documentation		529	29,174	39,189	9,627		77,990	17.46%
Post-Construction Documentation		156	9,443	12,685	3,116		25,244	5.65%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Midalnd Standard Engineering & Testing, Inc.			-	-	-	31,000	31,000	6.94%
			-	-	-		-	
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Subconsultant DL							$560.00	0.13%
Direct Costs Total ===>	$18,806.70						**$18,806.70**	4.21%
TOTALS		2757	148,208	199,088	48,909	31,000	446,572	100.00%

347,296

BLR 05514 (Rev. 0 25)

COST EST

Printed 10/22/2025 3:57 PM

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-01-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-067-26

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Pre-Construction Documentation			Construction Documentation			Post-Construction Documentation					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	67.28	1,411.0	51.18%	34.43	988	49.80%	33.50	44	50.00%	33.64	267	50.47%	33.96	112	71.79%	48.30			
Res. Engr. III	48.75	0.0																	
Res. Engr. I	38.13	1,254.0	45.48%	17.34	996	50.20%	19.14	16	18.18%	6.93	210	39.70%	15.14	32	20.51%	7.82			
Field Technician I	29.87	0.0																	
Chief Layout Specialist	46.14	52.0	1.89%	0.87				16	18.18%	8.39	28	5.29%	2.44	8	5.13%	2.37			
Proj Mngr (Design)	64.24	8.0	0.29%	0.19				8	9.09%	5.84									
Senior Proj Mngr (QA Rep)	79.61	32.0	1.16%	0.92				4	4.55%	3.62	24	4.54%	3.61	4	2.56%	2.04			
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TOTALS		2757.0	100%	$53.76	1984.0	100.00%	$52.65	88.0	100%	$58.42	529.0	100%	$55.15	156.0	100%	$60.53	0.0	0%	$0.00

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M27 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: EUFV(392) | Job Number: C-91-067-26

Section Number: 25-00149-01-RS

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title: Engineering Division Manager

Applicants Name: Brian J. Carroll, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 22-20083

Mr. Brian J. Carroll of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant | Date

Job Title of Applicant: Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M27 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: EUFV(392) | Job Number: C-91-067-26

Section Number: 25-00149-01-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date

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Applicants Name: Brian J. Carroll, P.E.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 22-20083 .

Mr. Brian J. Carroll, P.E. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

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VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Local Agency Agreement for Federal Participation
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer

Lead Department: Engineering and Public Works

The budget status for this request is: N/A

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road).

The proposed improvements from Schaumburg Road to Bode Road include pavement resurfacing and the construction of an off-street bike path along the west side of the right of way. In addition, the project includes the replacement of approximately 2,800' of aging cast iron water main that has reached the end of its expected life. The inclusion of the water main in the project is a strategic decision to replace the water main at the same time as the surface construction to prevent future disturbance to the right of way.

The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026. The current project estimates show a total construction cost of approximately $4.2 million and a total construction administration cost of approximately $543,000.

The Village of Schaumburg has been awarded federal Surface Transportation Program (STP) funding for the construction of the proposed improvements to Braintree Drive – Weathersfield Way to Schaumburg Road. Federal funding is appropriated through the Northwest Municipal Council of Mayors (NWMC) and is administered by IDOT. The Village has been awarded up to $2,250,000 in STP funding ($1,845,000 for construction and $407,000 for construction administration) for the project.

The funding sources up to 75% of the eligible participating costs of the project. The Village is responsible for the remaining 25% of participating costs, any participating costs above the maximum funding amount, and all non-participating costs. Based on current project estimates, the Village will be responsible for $800,724 in participating construction costs, $1,536,463 in non-participating construction costs (water main replacement), and $135,708 in construction administration costs.

Funds for the construction of the proposed improvements are budgeted within the Village's Capital Improvement Plan over two fiscal years (FY 25/26 and FY 26/27). The Village will utilize Motor Fuel Tax (MFT) funds to pay for the Village's share of the participating construction costs. The MFT funds will come as a transfer from MFT into the Vital Streets account. The Village has budgeted funds in its Utilities fund to pay for the non-participating costs (water main construction). The Village has budgeted funds in its Vital Streets and Utilities funds to pay for the construction administration costs.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Local Agency Agreement for Federal Participation

ATTACHMENTS:

- Resolution
- Local Agency Agreement

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM SCHAUMBURG ROAD TO BODE ROAD – LOCAL AGENCY AGREEMENT FOR FEDERAL PARTICIPATION

WHEREAS, The Village of Schaumburg is attempting to resurface Braintree Drive from Schaumburg Road to Bode Road and enter into an agreement with IDOT for STP Joint Funding.

WHEREAS, the cost of said improvement has necessitated the use of federal funds; and

WHEREAS, the State of Illinois, through its Department of Transportation, and the Village of Schaumburg Engineering Division Manager have recommended that the Village of Schaumburg Board enter into a Joint Funding Agreement for State-Let Construction Work to secure said funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG: Authorizes Two Million Four Hundred Seventy-Two Thousand Eight Hundred Ninety-Five dollars ($2,472,895) or as much may be needed to match federal funds in the completion of the improvements to Section Number 25-00149-02-RS.

SECTION ONE: that the Village Manager and Village Clerk are hereby authorized and directed to execute the above-mentioned agreement and any other such documents related to advancement and completion of said project; and

SECTION TWO: that the Village Clerk is hereby directed to transmit five certified copies of this resolution to the Illinois Department of Transportation through the Division of Transportation and one certified copy to the Village through the Village Clerk's Office.

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

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Joint Funding Agreement for Federally Funded Construction

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-02-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	03-22-0031

Construction

State Job Number	Project Number
C9101726	2X1Q(070)

☐ Local Let/Day Labor ☒ Construction on State Letting ☒ Construction Engineering ☐ Utilities ☐ Railroad Work

LOCATION

Local Street/Road Name	Key Route	Length	Stationing From	Stationing To
Braintree Drive	MUN 4029	0.89 miles	0.00	0.89

Location Termini

Bode Road to Schaumburg Road

Current Jurisdiction	Existing Structure Number(s)	
LPA	N/A	Remove

PROJECT DESCRIPTION

The work consists of pavement patching and resurfacing with HMA binder and surface courses, curb and gutter and driveway replacement, construction of a PCC shared use path, ADA curb ramp construction, watermain installation, drainage structure adjustment and replacement, storm sewer replacement, traffic signal modification, street lighting relocation, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-02-RS	C9101726	2X1Q(070)

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "**LPA**" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "**STATE**". The **STATE** and **LPA** jointly proposes to improve the designated location as described in the Location and Project Description sections of this agreement. The improvement shall be constructed in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereby referred to as "**FHWA**".

I. GENERAL

1.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The **STATE** may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the **LPA** by the **STATE** or the federal funding source, (ii) the Governor or **STATE** reserves funds, or (iii) the Governor or **STATE** determines that funds will not or may not be available for payment. The **STATE** shall provide notice, in writing, to **LPA** of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

1.2 Domestic Steel Requirement. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Build America-Buy America provisions.

1.3 Federal Authorization. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

1.4 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

1.5 Termination. This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) calendar days' prior written notice to the other Party. If terminated by the **STATE**, the **STATE** must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If the **STATE** determines in the case of a partial termination that the reduced or modified portion of the funding award will not accomplish the purposes for which the funding award was made, the **STATE** may terminate the Agreement in its entirety.

This Agreement may be terminated, in whole or in part, by the **STATE** without advance notice:

a. Pursuant to a funding failure as provided under Article 1.1.

b. If **LPA** fails to comply with the terms and conditions of this funding award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any award.

II. REQUIRED CERTIFICATIONS

By execution of this Agreement and the LPA's obligations and services hereunder are hereby made and must be performed in compliance with all applicable federal and State laws, including, without limitation, federal regulations, State administrative rules and any and all license requirements or professional certification provisions.

2.1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200). The **LPA** certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference.

2.2 Compliance with Registration Requirements. **LPA** certifies that it: (i) is registered with the federal SAM system; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) have a valid DUNS Number; (iv) have a valid UEI, if applicable. It is **LPA**'s responsibility to remain current with these registrations and requirements.

2.3 Bribery**.** The **LPA** certifies to the best of it's knowledge that it's officials have not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

2.4 Bid Rigging**. LPA** certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

2.5 Debt to State. **LPA** certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because the **LPA**, or its affiliate(s), is/are delinquent in the payment of any debt to the **STATE**, unless the **LPA**, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and **STATE** acknowledges the **LPA** may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

2.6 Debarment. The **LPA** certifies to the best of its knowledge and belief that it's officials:

a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;

c. are not presently indicated for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and

d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

2.7 Construction of Fixed Works**.** The **LPA** certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, the **LPA** shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

2.8 Criminal Convictions**.** The **LPA** certifies that neither it nor any managerial agent of **LPA** has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. The **LPA** further certifies that it is not barred from receiving an funding award under 30 ILCS 500/50-10.5 and acknowledges that **STATE** shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

2.9 Improper Influence. The **LPA** certifies that no funds have been paid or will be paid by or on behalf of the **LPA** to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, the **LPA** certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

2.10 Telecom Prohibition. The **LPA** certifies that it will comply with Section 889 of the FY 2019 National Defense Authorization Act (NDAA) that prohibits the use of telecommunications or video surveillance equipment or services produced or provided by the following companies: Dahua Technology Company, Hangzhou Hikvision Digital Technology Company, Huawei Technologies Company, Hytera Communications Corporation, and ZTE Corporation. Covered equipment and services cannot be used as substantial or essential component or any system, or as critical technology as part of any system.

2.11 Personal Conflict of Interest - (50 ILCS 105/3, 65 ILCS 5/3.1-55-10, 65 ILCS 5/4-8-6) The **LPA** certifies that it shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the **LPA** may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

a. the employee, officer, board member, or agent;
b. any member of his or her immediate family;
c. his or her partner; or
d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year.

The code shall also provide that **LPA**'s employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The **STATE** may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the **LPA** relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the **LPA** from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2.12 Organizational Conflict of Interest - The **LPA** certifies that it will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or **LPA** or impair the objectivity in performing the contract work.

2.13 Accounting System. The **LPA** certifies that it has an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state and federally funded program. Accounting records must contain information

pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. To comply with 2 CFR 200.305(b)(7)(i), the **LPA** shall use reasonable efforts to ensure that funding streams are delineated within **LPA**'s accounting system. *See* 2 CFR 200.302.

III. AUDIT AND RECORD RETENTION

3.1 Single Audits: The **LPA** shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200.

If, during its fiscal year, **LPA** expends $750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), **LPA** must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. A copy of the audit report must be submitted to the **STATE** (IDOT's Financial Review & Investigations Section, Room 126, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the **LPA**'s fiscal year.

Assistance Listing number (formally known as the Catalog of Federal Domestic Assistance (CFDA) number) for all highway planning and construction activities is **20.205**.

3.2 STATE Audits: The **STATE** may, at its sole discretion and at its own expense, perform a final audit of the Project (30 ILCS 5, the Illinois State Auding Act). Such audit may be used for settlement of the Project expenses and for Project closeout purposes. The **LPA** agrees to implement any audit findings contained in the **STATE**'s authorized inspection or review, final audit, the **STATE**'s independent audit, or as a result of any duly authorized inspection or review.

3.3 Record Retention. The **LPA** shall maintain for three (3) years from the date of final project closeout by the **STATE**, adequate books, records, and supporting documents to verify the amounts, recipient, and uses of all disbursements of funds passing in conjunction with this contract. adequate to comply with 2 CFR 200.334. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

3.4 Accessibility of Records. The **LPA** shall permit, and shall require its contractors and auditors to permit, the **STATE**, and any authorized agent of the **STATE**, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the **LPA** with regard to the Project. The **LPA** in compliance with 2 CFR 200.337 shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized **STATE** representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the **STATE**'s Inspector General, federal authorities, any person identified in 2 CFR 200.337, and any other person as may be authorized by the **STATE** (including auditors), by the state of Illinois or by federal statute. The **LPA** shall cooperate fully in any such audit or inquiry.

3.5 Failure to maintain the books and records. Failure to maintain the books, records and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the terms of this contract.

IV. LPA FISCAL RESPONSIBILITIES

4.1 To provide all initial funding and payment for construction engineering, utility, and railroad work

4.2 LPA Appropriation Requirement. By execution of this Agreement the **LPA** attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the **LPA** share of project costs. A copy of the authorizing resolution or ordinance is attached as Schedule 5.

4.3 Reimbursement Requests: For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.

4.4 Financial Integrity Review and Evaluation (FIRE) program: **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

4.5 Final Invoice: The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.

4.6 Project Closeout: The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the

physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result In the immediate close-out of the project and loss of further funding.

4.7 Project End Date: The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under $1,000,000 or seven (7) years for projects over $1,000,000 from the execution date of the agreement. Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

V. THE LPA AGREES

5.1 To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.

5.2 To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.

5.3 To provide on-site engineering supervision and inspection during construction of the proposed improvement.

5.4 To retain jurisdiction of the completed improvement unless specified otherwise by schedule (schedule should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional schedule is required.

5.5 To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by schedule) in a manner satisfactory to the **STATE** and the **FHWA.**

5.6 To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

5.7 To regulate parking and traffic in accordance with the approved project report.

5.8 To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

5.9 To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

5.10 For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA**'s DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **STATE** awarded contracts, this agreement shall be administered under the provisions of the **STATE**'S USDOT approved Disadvantaged Business Enterprise Program.

VI. THE STATE AGREES

6.1 To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA**'s certification of compliance with Title II and III Requirements.

6.2 For agreements with federal and/or state funds in local let/day labor construction, construction engineering, utility work and/or railroad work:

a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-02-RS	C9101726	2X1Q(070)

SCHEDULES

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

☒	1.	Division of Cost
☒	2.	Location Map
☒	3.	Risk Assessment
☒	4.	Attestations
☒	5.	Resolution*
☐		
☐		
☐		
☐		

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-02-RS	C9101726	2X1Q(070)

AGREEMENT SIGNATURES EXECUTION

The LPA agrees to accept and comply with the applicable provision set forth in this agreement including attached schedules.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Brian Townsend

Title of Official

Village Manager

Signature | Date

The above signature certifies the agency's TIN number is

362491861 conducting business as a Governmental Entity.

DUNS Number 094758299

UEI DH35E8UQTG79

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation | Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets | Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer | Date

Michael Prater, Chief Counsel | Date

Vicki Wilson, Chief Fiscal Officer | Date

NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required and attached as Schedule 5. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

☐ Please check this box to open a fillable Resolution form within this form.

SCHEDULE NUMBER 1

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Schaumburg	Cook	25-00149-02-RS	C-91-017-26	2X1Q(070)

DIVISION OF COST

	Federal Funds			State Funds			Local Public Agency			
Type of Work	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	Totals
Participating Construction	STU	$1,845,126.00	*				Local	$800,724.00	BAL	$2,645,850.00
Non-Participating Construction							Local	$1,536,463.00	100%	$1,536,463.00
Construction Engineering	STU	$407,124.00	*				Local	$135,708.00	BAL	$542,832.00
	Total	$2,252,250.00		Total			Total	$2,472,895.00		$4,725,145.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:

*Maximum FHWA (STU) Participation 75% NTE $2,252,250.
Non-participating construction items include but not limited to watermain installation.

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

☐ METHOD A - Lump Sum (80% of LPA Obligation _____)

Lump Sum Payment - Upon award of the contract for this improvement, the **LPA** will pay the **STATE** within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

☐ METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.

Monthly Payments - Upon award of the contract for this improvement, the **LPA** will pay to the **STATE** a specified amount each month for an estimated period of months, or until 80% of the **LPA's** estimated obligation under the provisions of the agreement has been paid. The **LPA** will pay to the **STATE** the remainder of the **LPA's** obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

☒ METHOD C - **LPA's** Share Balance divided by estimated total cost multiplied by actual progress payment.

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the **LPA** will pay to the **STATE** within thirty (30) calendar days of receipt, an amount equal to the **LPA's** share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

SCHEDULE NUMBER 3

Local Public Agency	Section Number	County	State Job Number	Project Number
Village of Schaumburg	25-00149-02-RS	Cook		

LRS Federal Funds RISK ASSESSMENT

Risk Factor	Description	Definition of Scale (time frames are based on LPA fiscal year)	Points
General History of Performance	Have there been any changes in key organizational staff or leadership, such as Fiscal and Administrative Management, Transportation Related Program/Project Management, and/or Elected Officials?	**0 points** - no significant changes in the last 4 or more years; **1 point** - minor changes, but majority of key staff and officials have not changed in the last 4 years; **2 points** - significant key staff or elected leadership changes within the last 3 years; **3 points** - significant key staff and elected leadership changes within the last 3 years	
	What is the LPA's history with federal-aid funded transportation projects?	**0 points** - One or more federal-aid funded transportation projects initiated per year; **1 point** - At least one project initiated within the past three years; **2 points** - AT least one project initiated within the past 5 years; **3 points** - None or more than 5 years	
	Does LPA have qualified technical staff with experience managing federal-aid funded transportations through IDOT?	**0 points** - Full-time employee with experience designated as being in "responsible charge"; **1 point** - LPA has qualified technical staff, but will be utilizing an engineering consultant to manage day-to-day with LPA technical staff oversight; **2 points** - LPA has no technical staff and all technical work will be completed by consultant, but LPA staff has prior experience with federal-aid projects; **3 points** - LPA staff have no prior experience or technical expertise and relying solely on consultant	
	Has the LPA been untimely in submitting invoicing, reporting on federal-aid projects as required in 2 CFR 200, and or audits as required?	**0 points** - No; **1 point** - Delays of 6 or more months; **2 points** - Delays of up to 1 year; **3 points** - 1 year or more years of delay	
Financial Controls	Are the annual financial statements prepared in accordance with Generally Accepted Accounting Principles or on a basis acceptable by the regulatory agency?	**0 points** - yes; **3 points** - no	
	What is the LPA's accounting system?	**0 points** - Automated accounting software; **1 point** - Spreadsheets; **2 points** - paper only; **3 points** - none	
	Does the organization have written policies and procedures regarding proper segregation of duties for fiscal activities that include but are not limited to: a) authorization of transactions; b) recordkeeping for receipts and payments; and c) cash management?	**0 points** - yes; **3 points** - no	
Audits	When was the last time a financial statement audit was conducted?	**0 points** - in the past year; **1 point** - in the past two years; **2 points** - in the past three years; **3 points** - 4 years or more, or never	
	What type of financial statement audit has the organization had conducted?	**0 points** - Single Audit/Program Specific Audit in accordance with 2 CFR 200.501 or Financial audit conducted in accordance with Generally Accepted Auditing Standards or Generally Accepted Government Auditing Standards; **1 point** - Financial review?; **2 points** Other type? or no audit required; **3 points** - none	
	Did the most recent audit disclose findings considered to be significant deficiencies or material weaknesses?	**0 points** - no; **3 points** - yes, or no audits required	
	Have the findings been resolved?	**0 points** - yes or no findings; **1 point** - in progress; **3 points** - no	

Summary of Risk	
General History of Performance	
Financial Controls	
Audits	
Total	

District Review Signature & Date

Central Office Review Signature & Date

Additional Requirements? ☐ Yes ☐ No

Local Public Agency	Section Number	State Job Number	Project Number
Village of Schaumburg	25-00149-02-RS	C9101726	2X1Q(070)

SCHEDULE NUMBER 4
Attestation on Single Audit Compliance

1. In the prior fiscal year, did Village of Schaumburg (LPA) expend more than $750,000 in federal funds in aggregate from all federal sources?

   ☐ Yes ☐ No

2. Does the Village of Schaumburg (LPA) anticipate expending more than $750,000 in federal funds in aggregate from all federal sources in the current Village of Schaumburg (LPA) fiscal year?

   ☐ Yes ☐ No

If answers to question 1 and 2 are no, please proceed to the signature section.
If answer to question 1 is yes, please answer question 3a.
If answer to question 2 is yes, please answer question 3b.

3. A single audit must be conducted in accordance with Subpart F of 2 CFR 200 if $750,000 or more in federal funds are expended in a single fiscal year.

   a. Has the Village of Schaumburg (LPA) performed a single audit for their previous fiscal year?

   ☐ Yes ☐ No

   i. If yes, has the audit be filed with the Illinois Office of the Comptroller in accordance with 50 ILCS 310 (*see also 55 ILCS 5 & 65 ILCS 5 & 60 ILCS 1/80)*?

   ☐ Yes ☐ No

   b. For the current fiscal year, does the Village of Schaumburg (LPA) intend to comply with Subpart F of 2 CFR 200?

   ☐ Yes ☐ No

By completing this attestation, I certify that I have authority to sign this attestation on behalf of the LPA; and that the foregoing information is correct and complete to the best of my knowledge and belief.

Name	Title	LPA
		Village of Schaumburg

Signature & Date

Instructions for BLR 05310C Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets (BLRS) Manual, Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency

Name of Local Public Agency	Insert the name of the LPA.
County	Insert the name of the county in which the LPA is located.
Section Number	Insert the section without dashes. The dashes are automatically inserted.
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.).
ITEP, SRTS, HSIP, Number	Insert the ITEP, SRTS, HSIP number assigned to this project.
MPO Name	From the drop-down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:

Bi-State	Bi-State Regional Commission
CMAP	Chicago Metropolitan Planning Organization
CUUATS	Champaign/Urbana Urban Area Transportation Study
DATS	Danville Area Transportation Study
DMATS	Dubuque
DSATS	DeKalb/Sycamore Area Transportation Study
DUATS	Decatur Urbanized Area Transportation Study
EWGCG	East-West Gateway Council of Governments
KATS	Kankakee Area Transportation Study
MCRPC	McLean County Regional Planning Commission
PPUATS	Peoria/Pekin Urban Area Transportation Study
RPC	Region 1 Planning Council
SATS	Springfield Area Transportation Study
SEMPO	South East Metropolitan Planning Organization
SIMPO	Southern Illinois Metropolitan Planning Organization
SLATS	State Line Area Transportation Study

MPO Tip Number	Insert MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A"
Construction	
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"
Project Number	Insert the project number assigned to the construction portion of this project.
Local Let/Day Labor	Check this box if the construction portion of this project will be local let or day labor.
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.
Construction Engineering	Check this box if the construction portion of this project will involve construction engineering.
Utilities	Check this box if the construction portion of this project will involve utility work.
Railroad Work	Check this box if the construction portion of this project will involve railroad work.
Location	**Use the add location bu**
Local Street/Road Name	Insert the local street/road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project
To	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.

Use the add location button to add additional locations if needed for up to a total of five locations. If there are more than five locations, use various.

Project Description

Project Description	Insert a description of the work to be accomplished by this project.

Agreement Signatures Execution

Local Public Agency	The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number, DUNS Number, and the UEI (note the UEI will be replacing the DUNS Number https://sam.gov/content/duns-uei).
Illinois Dept. of Transportation	The appropriate IDOT official shall sign and date here.

Schedules

Within the schedule table, check the box as applicable. Insert the item number of the schedule and a description of the item.

1. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
2. Location Map - Attach a location map to this agreement showing all locations being improved by this project.
3. Division of Cost — See separate instructions for completing this page. (All Agreements)
4. Risk Assessment - See separate instructions for completing these pages. (All Agreements)
5. Attestations - See separate instructions for completing this page. (All Agreements)
6. Resolution — The LPA must pass an appropriation resolution covering the local share of the project and must grant signature authority to the signee. Attach the resolution as Schedule 5. (check the box at the bottom of Agreement Signatures page) If BLR 09110 or BLR 09120 are used to appropriate local fund, attach these forms to the signature authorization resolution.

For additional schedules, check the selection box and insert a schedule number and a short schedule description / name and attach it to the agreement.

Division of Cost (Schedule 1) Instructions

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum $60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first.
Lump-sum to be utilized second not to exceed $20,000 EDP funds.
Lump-sum to be utilized third not to exceed $40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up the the "not to exceed" amount.

Example: Maximum STR participation 80% not to exceed $100,000.
Lump-sum SMA not to exceed $20,000 to be used as a match to the federal funds.

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming until the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of Work	Choose the type of work from the drop-down list. Types to choose from are: Participating Construction, Non-Participating Construction, Construction Engineering, Railroads, Utilities, and Materials.
Federal Funds	If federal funds are being used on this project complete the following for federal funds.
Fund Type	Choose the type of federal fund type from the drop-down.
Amount	Insert the amount of federal funds for the type of listed under fund type.
%	Insert the percentage of federal funds for this type.
State Funds	If state funds are being used on this project complete with following for state funds.
Fund Type	Choose the type of state fund type from the drop-down.
Amount	Insert the amount of state funds for the type of listed under fund type.
%	Insert the percentage of state funds for this type.
Local Public Agency Funds	
Fund Type	Choose the type of LPA funds from the drop-down.
Amount	Insert the amount of LPA funds for the type of listed under fund type.
%	Insert the percentage of LPA funds for this type.
Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

For State-Let Construction Projects

Method of Financing	This area is for state-let contract only. Check one.
Method A	If this box is checked, insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked, insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked, insert the dollar amount of the LPA's share of the construction costs for this project.

LRS Federal Funds Risk Assessment (Schedule 3) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
District staff will review the assessment and make recommendations for risk monitoring based on the results of the assessment. If monitoring is required above normal policy procedures, those requirements shall be itemized in the Additional Requirements box. Appropriate full-time district staff will approve the assessment by signing and dating in the box provided.

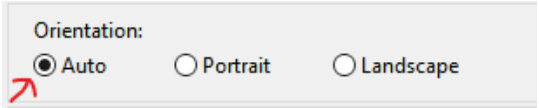
Attestation on Single Audit Compliance (Schedule 4) Instructions

The LPA shall complete the risk assessment to the best of their knowledge.
The appropriate local agency official shall certify the attestation by signing and dating in the box provided.

A minimum of two (2) originals executed by the LPA must be submitted to the District through it s Regional Engineer's Office.
If the DocuSign process is used no physical copies are required to be submitted.

Upon execution distribution will be as follows:

LPA
Bureau of Local Roads & Streets

Printing Instructions	For the document to print properly, please make sure "Orientation" is set to "Auto" (see image below) within the print dialog window. If this setting is not chosen, then some pages may be cut off during the printing process. 

Sample Resolution

RESOLUTION No:_____

A Resolution for:
Section No: _____
Job No.: _____
Project No.: _____

WHEREAS, the [*city, village, town, county*} of _____ is proposing to _____.

WHEREAS, the above stated improvement will necessitate the use of funding provided through the Illinois Department of Transportation (IDOT); and signee

WHEREAS, the use of these funds requires a joint funding agreement (AGREEMENT) with IDOT; and

WHEREAS, the improvement requires matching funds; and

NOW, THEREFORE, be it resolved by the *{Board}*:

Section 1: The *{Board}* hereby appropriates $_____, _____or as much as may be needed to match the required funding to complete the proposed improvement from *{Local fund source}* and furthermore agree to pass a supplemental resolution if necessary to appropriate additional funds for completion of the project.

Section 2: The *{Local Official or delegate}* is hereby authorized to execute an AGREEMENT with IDOT for the above-mentioned project.

Section 3: This resolution will become Attachment 3 of the AGREEMENT.

Section 4: The _____ Clerk of _____ is directed to transmit 3 (three) copies of the AGREEMENT and Resolution to IDOT District __ Bureau of Local Roads and Streets.

I, _____, _____ Clerk in and for _____, Illinois , and keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of the resolution approved by the _____ at its meeting on the _____ day of _____, 20__.

IN TESTIMONY WEREOF; I have unto set my hand and seal, at my office, this _____ day of _____, 20__.

_____

_____

(seal) _____

VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

Recommendation to Approve an Agreement for the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Phase III Construction Administration with Civiltech Engineering Inc.
11/06/25
Engineering and Public Works Committee

Presenter: Mateusz Pec, Senior Civil Engineer
Lead Department: Engineering and Public Works

Account(s):	Budget:	Expense Request:
5729020-7455 (25006-20-220) - FY 25/26	$57,375	$24,000
4429010-7454 (25006-20-220) - FY 26/27	$329,411	$329,411
5729020-7455 (25006-20-220) - FY 26/27	$189,421	$189,421

The budget status for this request is: Under Budget

Amount Under Budget: $33,375

Executive Summary:

Braintree Drive is a north/south collector road located between Salem Drive to the east and Springinsguth Road to the west. The Village is planning pavement improvements along Braintree Drive, from Wise Road to Bode Road. This corridor has an average pavement condition index (PCI) rating of 47 (out of 100), which indicates a need for improvement. Due to the length of the corridor, the improvements have been divided into three projects (Wise Road to Weathersfield Way, Weathersfield Way to Schaumburg Road, and Schaumburg Road to Bode Road). The proposed improvements from Weathersfield Road to Schaumburg Road include pavement resurfacing and the construction of an off-street bike path along the west side of the right of way. In addition, the project includes the replacement of approximately 2,800 feet of aging water main. The project is currently targeting a February 2026 Illinois Department of Transportation (IDOT) letting, with construction beginning in the spring of 2026.

In late August, staff released a Request for Qualifications (RFQ) to five firms from the approved Engineering Consultant List to provide construction administration for all three Braintree improvement projects. Due to the complicated nature of the overlapping improvements for each project, it was determined that one firm should provide construction administration for all three projects. Three Statements of Qualifications were received.

Staff reviewed and evaluated the submittals in accordance with IDOT's evaluation policy. Staff rated

Civiltech Engineering, Inc. (Civiltech) of Itasca, Illinois, as the most qualified consultant for the project. Several details regarding Civiltech's submittal stood out in comparison to competitors' submittals. Civiltech is serving as the design engineer for the project, so the firm already has a deep understanding of the project. Civiltech is proposing a project team with extensive experience in constructing similar improvements in Schaumburg and neighboring communities. Civiltech has a history of successfully completing similar projects within the Village of Schaumburg, including the recent construction of a roundabout at National Parkway and American Lane.

Civiltech submitted a proposal in the amount of $542,832 to perform construction administration for the project. Civiltech's fee equates to approximately 12.9% of the estimated $3.45 million construction cost, which is typical for this type of service and project.

Funds for construction administration for this project are budgeted within the Village's Capital Improvement Plan over two fiscal years (FY 25/26 and FY 26/27). The Village has budgeted a total of $576,207 in its Vital Streets and Utilities funds to pay for the proposed improvements. Civiltech's proposal is under the budget amount.

The Village of Schaumburg has been awarded Surface Transportation Program (STP) funding for this project. The funding reimburses the Village for 75% of the participating construction administration expenses, up to the funding limit. The Village will be responsible for the remaining 25% in participating costs and all non-participating costs. The Village has been awarded up to $407,124 in funding for construction administration. The Village's share is currently estimated at $135,708.

Recommended Action:

The Village Manager recommends the Engineering and Public Works Committee recommend the Village Board authorize the Village Manager and Village Clerk to execute an agreement for the Braintree Drive Improvement Project from Schaumburg Road to Bode Road– Phase III Construction Administration with Civiltech Engineering Inc., in the amount of $542,832, and approve the required Resolution.

ATTACHMENTS:
- Qualifications Table
- Resolution
- Agreement

Criteria	Factor Rating	Benesh		BLA		Civiltech	
		Avg. Rating	Total	Avg. Rating	Total	Avg. Rating	Total
Project Understanding	30%	8.33	25.00	8.67	26.00	9.67	29.00
Technical Approach	20%	8.67	17.33	8.33	16.67	8.67	17.33
Firm Experience	20%	8.67	17.33	8.67	17.33	9.00	18.00
Staff Capabilities	20%	8.33	16.67	8.33	16.67	9.00	18.00
Value	10%	9.00	9.00	9.00	9.00	9.00	9.00
Total		**85.33**		**85.67**		**91.33**	

RESOLUTION NO. R-25-____

A RESOLUTION AUTHORIZING THE VILLAGE MANAGER AND VILLAGE CLERK TO EXECUTE AN AGREEMENT FOR THE BRAINTREE DRIVE IMPROVEMENT PROJECT FROM SCHAUMBURG ROAD TO BODE ROAD – PHASE III CONSTRUCTION ADMINISTRATION WITH CIVILTECH ENGINEERING INC.

WHEREAS, the President and Board of Trustees wish to execute an agreement with Civiltech Engineering, Inc. of Itasca, IL, for the Braintree Drive Improvement Project from Schaumburg Road to Bode Road – Phase III Construction Administration; and

WHEREAS, it would be in the best interests of the citizens of Schaumburg to execute the attached Agreement, Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF SCHAUMBURG:

SECTION ONE: That the Village Manager and Village Clerk be and hereby are authorized and directed to execute the attached Agreement, Exhibit "A", between the Village of Schaumburg and Civiltech Engineering, Inc of Itasca, IL.

SECTION TWO: That the Village Manager and Village Clerk be and hereby are authorized to sign any documents in furtherance of this Resolution.

SECTION THREE: That this Resolution shall be in full force and effect after passage and approval as required by law.

AYES:

NAYS:

ABSENT:

PASSED AND APPROVED this _____ day of _____, 2025.

_____
Village President

ATTEST:

_____
Village Clerk

Illinois Department of Transportation

Local Public Agency
Engineering Services Agreement

Using Federal Funds? ☒ Yes ☐ No

Agreement For: Federal CE

Agreement Type: Original

Number:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Schaumburg	Cook	25-00149-02-RS	C-91-017-26

Project Number	Contact Name	Phone Number	Email
2X1Q(070)	Matuesz Pec, P.E.	(847) 923-6606	MPec@schaumburg.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Braintree Drive	MUN RTE 4029	0.89	N / A

Location Termini: Schaumburg Road to Bode Road

Add Location | Remove Location

Project Description:

The work consists of pavement patching and resurfacing with HMA binder and surface courses, curb and gutter and driveway replacement, construction of a PCC shared use path, ADA curb ramp construction, watermain installation, drainage structure adjustment and replacement, storm sewer replacement, traffic signal modification, street lighting relocation, pavement markings, signing, and all incidental and collateral work necessary to complete the project as shown on the plans.

Engineering Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☒ Federal ☒ MFT/TBP ☐ State ☐ Other

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Civiltech Engineering, Inc.	James D. Ewers, PE	(630) 735-3383	jewers@civiltechinc.com

Address	City	State	Zip Code
Two Pierce Pl, Suite 1400	Itasca	IL	60143

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge	A full time LPA employee authorized to administer inherently governmental PROJECT activities

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- ☒ Sub-consultant's Cost Estimate of Consultant Services
- ☒ BC 775
- ☒ BC 776

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
    (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
    (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
   (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:
   (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
   (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

   Method of Compensation:

   ☐ Lump Sum

   ☐ Specific Rate

   ☒ Cost plus Fixed Fee: Fixed

   Total Compensation = DL + DC + OH + FF

   Where:

   DL is the total Direct Labor,
   DC is the total Direct Cost,
   OH is the firm's overhead rate applied to their DL and
   FF is the Fixed Fee.

   Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

   The Fixed Fee cannot exceed 15% of the DL + OH.

   Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.
6. The recipient shall not discriminate on the basis of race, color, national original or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARMTENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

   The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error

or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.

7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

8. The ENGINEER and LPA certify that their respective firm or agency:

   (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
   (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
   (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
   (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
   (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
   (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
   (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

   Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

   If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited or suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

    For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and
(b) notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;
(2) The grantee's or contractor's policy to maintain a drug free workplace;
(3) Any available drug counseling, rehabilitation and employee assistance program; and
(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Civiltech Engineering, Inc.	36-3606666	$504,832.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Midland Standard Engineering & Testing, Inc.	20-2435502	$38,000.00
	Subconsultant Total	$38,000.00
	Prime Consultant Total	$504,832.00
	Total for all work	$542,832.00

AGREEMENT SIGNATURES

Attest: The Village (Local Public Agency Type) of Schaumburg (Local Public Agency)

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Schaumburg

Local Public Agency Type: Village Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name: Civiltech Engineering, Inc.

By (Signature & Date)

By (Signature & Date)

Title: Vice President

Title: President

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-02-RS

EXHIBIT A
SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

See attached Exhibit A

Exhibit A

Braintree Dr. (Schaumburg to Bode) Resurfacing

Village of Schaumburg

Route: MUN Route 4029 (Braintree Dr.)
Local Agency: Village of Schaumburg
Section No.: 25-00149-02-RS
Proj. No.: 2X1Q(070)
Job No.: C-91-017-26
County: Cook
Contract No.: 61M28

SCOPE OF SERVICES

Civiltech will provide the following Scope of Services in conformance with the Illinois Department of Transportation's Standard Construction Engineering Agreement.

- Provide contract management including but not limited to contractor communications, utility coordination, and preparation / processing of pay requests and change orders.
- Act as resident construction supervisor and coordinate with the Village of Schaumburg and IDOT.
- Provide construction inspection service to ensure that the project is being constructed according to specifications.
- Provide material testing for the project to ensure compliance with the contract specifications in accordance with the STATE BMPR "Project Procedures Guide" and the STATE BMPR "Manual of Test Procedures for Materials". STATE BMPR Inspection reports can include:
    - Concrete
    - Hot-Mix Asphalt
    - Soils
    - Aggregates
- Provide Quality Assurance services required by IDOT. Personnel shall have completed the appropriate STATE BMPR QC/QA trained technician classes.
- Provide verification of construction layout (to be completed by the contractor).
- Prepare daily and weekly work reports per IDOT Standards.
- Keep construction documentation per IDOT requirements.
- Provide measurement and computation of pay items.
- Inspect and document the adequacy of the establishment and maintenance of the traffic control.
- Complete all necessary shop drawing reviews.
- Provide plan revisions to reflect as built conditions.
- Close-out project records per the IDOT policies and procedures.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-02-RS

EXHIBIT B
PROJECT SCHEDULE

See attached Exhibit B

Exhibit B

Braintree Drive - Schaumburg Road to Bode Road

Village of Schaumburg

Anticipated Consultant's Schedule

STAFF	CLASSIFICATION	HOURS	2026																									
			JANUARY					FEBRUARY				MARCH				APRIL				MAY					JUNE			
			2	9	16	23	30	6	13	20	27	6	13	20	27	3	10	17	24	1	8	15	22	29	5	12	19	26
Civiltech Staffing:																												
Resident Engineer	Res. Engr. V	1,411															24	40	40	40	45	45	45	40	45	45	45	45
Assistant Resident Engineer	Asst. RE (Res. Engr. III)	1,272																	18	40	40	45	45	40	45	45	45	45
Field Engineer	Inspector (Res. Engr. I)	0																										
Technician	Field Tech. I	615																						40	45	45	45	45
Technician	Field Tech. I	0																										
Eric Konrad	Chief Layout Specialist	52																16		8		4						
Design Proj. Mngr.	Proj. Mngr.	8																		4		4						
James D. Ewers	Sr. Proj . Mngr.	32																2		2		2		2		2		2
	Total:	3,390	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	58	58	94	85	100	90	122	135	137	135	137

STAFF	2026																									
	JULY					AUGUST				SEPTEMBER				OCTOBER					NOVEMBER				DECEMBER			
	3	10	17	24	31	7	14	21	28	4	11	18	26	2	9	16	23	30	6	13	20	27	4	11	18	25
Civiltech Staffing:																										
Resident Engineer	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	40	32					
Assistant Resident Engineer	40	45	45	45	45	45	45	45	45	40	45	45	45	45	45	45	45	45	40	24						
Field Engineer																										
Technician	40	45	45	45	45	45	45	45	40																	
Technician																										
Eric Konrad														8			16									
Design Proj. Mngr.																										
James D. Ewers		2		2		2		2		2		2		2		2		2		2						
Total:	120	137	135	137	135	137	135	137	130	82	90	92	90	100	90	92	106	92	80	66	32	0	0	0	0	0

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-02-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☒
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☒
3	Was the scope of services for this project clearly defined?	☐	☒
4	Was public notice given for this project?	☐	☒

If yes Due date of submittal 09/26/25

Method(s) used for advertisement and dates of advertisement

Posted on the City's website on 09/11/2025. The City also has an email/text sign up system to receive a notification when new postings are added.

5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☒
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☒
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☒

Project Criteria	Weighting
Project Understanding	30%
Technical Qualifications and Approach to Project	20%
Firm Experience	20%
Staff Capabilities	20%
Municipal Experience	10%

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☒

Selection committee (titles) for this project

Department Director, Engineering Division Manager, and Senior Civil Engineer

	Top three consultants ranked for this project in order
1	Civiltech Engineering, Inc.
2	BLA, Inc.
3	Benesch and Company

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	☐	☒
10	Were negotiations for this project performed in accordance with federal requirements.	☐	☒
11	Were acceptable costs for this project verified?	☐	☒
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	☐	☒
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	☐	☒
14	QBS according to State requirements used?	☐	☒
15	Existing relationship used in lieu of QBS process?	☒	☐

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Schaumburg	Civiltech Engineering, Inc.	Cook	25-00149-02-RS

16	LPA is a home rule community (Exempt from QBS).	☒	☐

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-02-RS

Prime Consultant (Firm) Name	Prepared By	Date
Civiltech Engineering, Inc.	James D. Ewers, P.E.	10/20/2025

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-017-26

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Braintree Drive - Schaumburg Road to Bode Road

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	134.33%
START DATE	4/1/2026		COMPLEXITY FACTOR	0
RAISE DATE	4/1/2026		% OF RAISE	3.00%
END DATE	11/30/2026			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	4/1/2026	4/1/2026	0	0.00%
1	4/2/2026	12/1/2026	8	103.00%

The total escalation = 3.00%

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-02-RS

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-017-26

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	**90.00**
ESCALATION FACTOR	**3.00%**

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Res. Engr. V	$65.32	$67.28
Res. Engr. III	$47.33	$48.75
Res. Engr. I	$37.02	$38.13
Field Technician I	$29.00	$29.87
Chief Layout Specialist	$44.80	$46.14
Proj Mngr (Design)	$62.37	$64.24
Senior Proj Mngr (QA Rep)	$77.29	$79.61

Local Public Agency	County	Section Number
Village of Schaumburg	Cook	25-00149-02-RS

Consultant / Subconsultant Name	Job Number
Civiltech Engineering, Inc.	C-91-017-26

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Midalnd Standard Engineering & Testing, Inc.	6,800.00	680.00
Total	**6,800.00**	**680.00**

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-02-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-017-26

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	305	$65.00	$19,825.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)	30	$14.50	$435.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)	504	$0.86	$433.44
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost	20	$10.00	$200.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
		TOTAL DIRECT COSTS:		**$20,893.44**

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-02-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-017-26

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 134.33%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Inspection	20,893	2482	130,016	174,650	42,905		347,571	64.03%
Pre-Construction Documentation		88	5,311	7,134	1,753		14,198	2.62%
Construction Documentation		664	35,663	47,906	11,769		95,338	17.56%
Post-Construction Documentation		156	9,783	13,141	3,228		26,152	4.82%
			-	-	-		-	
			-	-	-		-	
			-	-	-		-	
Midalnd Standard Engineering & Testing, Inc.			-	-	-	38,000	38,000	7.00%
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Subconsultant DL							$680.00	0.13%
Direct Costs Total ===>	$20,893.44						**$20,893.44**	3.85%
TOTALS		3390	180,773	242,831	59,655	38,000	542,832	100.00%

423,604

BLR 05514 (Rev. 0[illegible]25)

COST EST

Local Public Agency
Village of Schaumburg

County
Cook

Section Number
25-00149-02-RS

Consultant / Subconsultant Name
Civiltech Engineering, Inc.

Job Number
C-91-017-26

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Inspection			Pre-Construction Documentation			Construction Documentation			Post-Construction Documentation					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Res. Engr. V	67.28	1,411.0	41.62%	28.00	988	39.81%	26.78	44	50.00%	33.64	267	40.21%	27.05	112	71.79%	48.30			
Res. Engr. III	48.75	1,272.0	37.52%	18.29	1002	40.37%	19.68	16	18.18%	8.86	222	33.43%	16.30	32	20.51%	10.00			
Res. Engr. I	38.13	0.0																	
Field Technician I	29.87	615.0	18.14%	5.42	492	19.82%	5.92				123	18.52%	5.53						
Chief Layout Specialist	46.14	52.0	1.53%	0.71				16	18.18%	8.39	28	4.22%	1.95	8	5.13%	2.37			
Proj Mngr (Design)	64.24	8.0	0.24%	0.15				8	9.09%	5.84									
Senior Proj Mngr (QA Rep)	79.61	32.0	0.94%	0.75				4	4.55%	3.62	24	3.61%	2.88	4	2.56%	2.04			
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TOTALS		3390.0	100%	$53.33	2482.0	100.00%	$52.38	88.0	100%	$60.35	664.0	100%	$53.71	156.0	100%	$62.71	0.0	0%	$0.00

Illinois Department of Transportation

Local Public Agency Resident Construction Supervisor/ In Responsible Charge

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M28 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: 2X1Q(070) | Job Number: C-91-017-26

Section Number: 25-00149-02-RS

☐ I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.

☒ I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency) | Date

Title: Engineering Division Manager

Applicants Name: Brian J. Carroll, P.E.

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number: 22-20083

Mr. Brian J. Carroll of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

Signature of Applicant | Date

Job Title of Applicant: Field Inspecting Resident Engineer (F.I.R.E.)

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature | Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency

Illinois Department of Transportation

Local Public Agency Construction Inspector

Regional Engineer: Jose Rios, P.E.

Department of Transportation

Address: 201 W. Center Ct.

City: Schaumburg | State: IL | Zip Code: 60196

Contract Number: 61M28 | District: 1 | Letting Date: 02/27/26

Municipality: Village of Schaumburg

Route: MUN 4029 (Braintree Dr.) | County: Cook

Project Number: 2X1Q(070) | Job Number: C-91-017-26

Section Number: 25-00149-02-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor | Date

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Applicants Name: Brian J. Carroll, P.E.

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 22-20083 .

Mr. Brian J. Carroll, P.E. of Civiltech Engineering will be the Field Inspecting Resident Engineer (F.I.R.E.) for this project. Mr. Carroll has completed multiple Federal projects that were Let through IDOT.

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775 | Date

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VILLAGE OF SCHAUMBURG

AGENDA ITEM SUMMARY

December 9, 2025
11/06/25
Engineering and Public Works Committee

Presenter:
Lead Department: General Government

Executive Summary:

Recommended Action: