

**VILLAGE OF DOWNERS GROVE**  
**Report for the Village Council Meeting**  
**1/10/2023**

<b>SUBJECT:</b>	<b>SUBMITTED BY:</b>
Contract Extension - On-Call Traffic Engineering Services	Andy Sikich Public Works Director

**SYNOPSIS**

A resolution has been prepared authorizing an extension to a professional services contract with KLOA, Inc. of Rosemont, IL, for on-call transportation engineering services through December 31, 2023. The total not-to-exceed price for the extension is \$45,000, bringing the total not-to-exceed agreement amount to \$90,000.

**STRATEGIC PLAN ALIGNMENT**

The goals for 2021 to 2023 include *Top Quality Infrastructure*.

**FISCAL IMPACT**

The FY23 budget includes \$45,000 from the Capital Improvements Fund for professional services associated with Neighborhood Traffic Management (TR-024).

**RECOMMENDATION**

Approval on the January 10, 2023 Consent Agenda.

**BACKGROUND**

In December, 2021, a Request for Qualifications (RFQ) was issued for On-Call Traffic Engineering Services, with eleven firms responding. The services requested included various items including traffic studies, traffic counts, speed studies, traffic control analysis, and traffic impact analysis. After reviewing the submittals, KLOA, Inc. was selected as the firm best qualified to assist the Village with this work, based on the designated project manager's experience, the firm's experience with conducting neighborhood meetings for this type of project, and their overall familiarity with Downers Grove. The Village Council approved an agreement with KLOA on March 8, 2022, for traffic engineering services in FY22, including Neighborhood Traffic Study 8.

The first assignment performed under this contract extension will be to complete Neighborhood Traffic Study #9. The purpose of Neighborhood Traffic Study #9 is to continue the neighborhood-based study process that began in 2010. This study will focus on Area 9, which is generally bounded by Main Street on the west, 55<sup>th</sup> Street on the north, the Village limits on the east, and 63<sup>rd</sup> Street on the south. The purpose of the work is to thoroughly study traffic with a the goal of mitigating issues of travel speed, cut-through traffic, pedestrian/traffic conflicts, intersection controls, street network performance, and overall neighborhood safety issues. The outcome of this study will be a set of recommendations that will improve intersection controls within the neighborhood. This assignment is anticipated to begin in March, 2023 and continue through October 2023. KLOA has completed six of the previous eight neighborhood traffic studies for the Village.

Future On-Call Traffic Engineering assignments will be assigned as needed and will be completed under the remaining budget of the not to exceed contract value by December 31, 2023.

**ATTACHMENTS**

Resolution

Contract Extension

## RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN EXTENSION TO THE  
AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE  
AND KENIG, LINDGREN, O'HARA, ABOONA, INC.**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Extension (the "Agreement"), between the Village of Downers Grove (the "Village") and Kenig, Lindgren, O'Hara, Aboona, Inc. (the "Contractor"), to provide on-call traffic engineering services, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**EXTENSION TO THE AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND KENIG, LINDGREN, O'HARA, ABOONA, INC.**

The Village of Downers Grove, Illinois and Kenig, Lindgren, O'Hara, Aboona, Inc. ("Consultant") entered into an Agreement ("Agreement") to provide on-call traffic engineering services on or about March 9, 2022. Pursuant to the terms stated therein, the parties desire to extend that Agreement under the following terms:

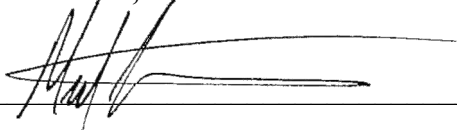
1. The Agreement shall be extended through December 31, 2023.
2. Consultant shall perform on-call traffic engineering services for the Village for FY23.
3. The total not-to-exceed price for this extension is \$45,000.00, bringing the total not-to-exceed agreement amount to \$90,000.00.
4. All other terms from the March 9, 2022 Agreement remain in full force and effect.

**VILLAGE OF DOWNERS GROVE**

\_\_\_\_\_  
Village Manager

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

**KENIG, LINDGREN, O'HARA,  
ABOONA, INC.**

  
\_\_\_\_\_

Title: Principal

Date: November 29, 2022

## AGREEMENT

This Agreement is made this 8<sup>th</sup> day of March, 2022 by and between Kenig, Lindgren, O'Hara, Aboona, Inc. ("Consultant") and the Village of Downers Grove, Illinois, an Illinois municipal corporation with offices at 801 Burlington Avenue, Downers Grove, Illinois 60515, ("Village").

WHEREAS, the Village wishes to retain the services of the Consultant to conduct a traffic study for Neighborhood #8 and to provide on-call transportation engineering services; and

WHEREAS, the Consultant is willing to perform these services for compensation and in accordance with the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, it is agreed as follows:

### **I. Scope of Services**

See attached Proposal dated February 23, 2022 attached hereto and incorporated herein by reference as Exhibit B.

### **II. Term of Agreement**

The term of this Agreement shall be from the date of execution through December 31, 2022.

### **III. Compensation**

#### **A. Basic Fees:**

Work performed under this Agreement shall be invoiced on an hourly basis with a not-to-exceed amount of Forty-five Thousand Dollars and No Cents (\$45,000.00). Any additional work performed that will increase the agreement price in excess of this amount must be approved in writing by both parties.

#### **B. Prompt Payment Act:**

The Village will comply with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq., in that any bill approved for payment must be paid or the payment issued to the Consultant within 60 days of receipt of a proper bill or invoice. If payment is not issued to the Consultant within this 60 day period, an interest penalty of 1.0% of any amount approved and unpaid shall be added for each month or fraction thereof after the end of this 60 day period, until final payment is made.

### **IV. General Terms and Conditions**

#### **A. Relationship Between the Consultant and the Village**

The relationship between the Village and the Consultant is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other.

#### **B. Equal Employment Opportunity**

In the event of the Consultant's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the consultant's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the consultant in its efforts to comply with such Act and Rules and Regulations, the consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this Agreement, the consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations.

### **C. Sexual Harassment**

Consultant, as a party to a public contract, has a written sexual harassment policy that:

1. Notes the illegality of sexual harassment;
2. Sets forth the State law definition of sexual harassment;
3. Describes sexual harassment utilizing examples;
4. Describes the Consultant or supplier's internal complaint process including penalties;
5. Describes the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission and how to contact these entities, and;
6. Describes the protection against retaliation afforded under the Illinois Human Rights Act.

### **D. Drug Free Work Place**

Consultant, as party to a public contract, certifies and agrees that it will comply with the Drug Free Workplace Act.

### **E. Non-Discrimination**

Consultant, its employees and subconsultants, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the Public Works Employment Discrimination Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each. The equal opportunity clause of the Department of Human Rights rules is specifically incorporated herein.

The Americans with Disabilities Act (42 U.S.C. 12101) and the regulations thereunder (28 CFR 35.130)(ADA) prohibit discrimination against persons with

disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this Agreement, the undersigned vendor certifies that services, programs and activities provided under this Agreement are and will continue to be in compliance with the ADA.

#### **F. Campaign Disclosure Certificate**

The Consultant shall comply with the Campaign Disclosure Certificate attached hereto and incorporated herein by reference as Exhibit A.

#### **G. Patriot Act Compliance**

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

#### **H. Cooperation with FOIA Compliance**

Consultant acknowledges that the Freedom of Information Act may apply to public records in possession of the Consultant. Consultant shall cooperate with the Village in its efforts to comply with the Freedom of Information Act. 5 ILCS 140/1 et.seq.

#### **I. Copyright or Patent Infringement**

The Consultant agrees to indemnify and hold harmless the Village against suit, claim, or proceeding brought against the Village for alleged use of any equipment, systems, or services provided by the Consultant that constitutes a misuse of any proprietary or trade secret information or an infringement of any patent or copyright.

#### **J. Standard of Care**

Services performed by Consultant under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representations express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinions, and documents or otherwise.

If the Consultant fails to meet the foregoing standard, Consultant will perform at its own cost, and without reimbursement from the Village, the professional services necessary to correct errors and omissions caused by Consultant's failure to comply with the above standard and reported to Consultant within one (1) year from the completion of Consultant's services for the Project.

## V. Insurance and Indemnification of the Village

### A. Insurance

The Consultant shall be required to obtain, from a company or companies lawfully authorized to do business in the jurisdiction in which the project is located, such general liability insurance which, at a minimum, will protect the Consultant from the types of claims set forth below which may arise out of or result from the Consultant's operations under this Contract and for which the Consultant may legally liable:

Claims under workers compensation, disability benefit and other similar employee benefit acts which are applicable to the operation to be performed;

Claims for damages resulting from bodily injury, occupational sickness or disease, or death of the Consultant's employees;

Claims for damages resulting from bodily injury, sickness or disease, or death of any person other than the Consultant's employees;

Claims for damages insured by the usual personal injury liability coverage which are sustained: (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Consultant, or (2) by another person;

Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

Claims for damages as a result of professional or any other type of negligent action by the Consultant or failure to properly perform services under the scope of the agreement between the Consultant and the Village.

The Consultant shall demonstrate having insurance coverage for a minimum of \$2 million for professional liability (errors and omissions).

As evidence of said coverages, Consultant shall provide the Village with certificates of insurance naming the Village of Downers Grove as an additional insured under the general and auto liability and include a provision for cancellation only upon at least

30 days prior notice to the Village.

**B. Indemnification**

The Consultant will indemnify and hold harmless the Village and its officers, employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of negligent action on the part of the Consultant under this Agreement. This indemnification does not apply to liability caused by the Village's own negligence.

**VI. Miscellaneous Provisions**

**A. Termination**

In the event of the Consultant's nonperformance, breach of the terms of the Agreement, or for any other reason, including that sufficient funds to complete this Agreement are not appropriated by the Village, the Agreement may be canceled, in whole or in part, upon the Village's written notice to the Consultant. The Village will pay the Consultant's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Consultant will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

**B. Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Venue is proper only in the County of DuPage.

**C. Successors and Assigns**

The terms of this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided, however, that neither party will assign this Agreement in whole or in part without the prior written approval of the other.

**D. Waiver of Contract Breach**

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

**E. Amendment**

This Agreement will not be subject to amendment unless made in writing and signed by all parties.

**F. Severability of Invalid Provisions**

If any provisions of this Agreement are held to contravene or be invalid under the laws of any state, country or jurisdiction, contravention will not invalidate the entire Agreement, but it will be construed as if not containing the invalid provision and the rights or obligations of the parties will be construed and enforced accordingly.

**G. Assignment**

The Consultant will not assign or subcontract any portion of this Agreement, unless the Village agrees to the assignment or subcontract in writing. Any assignment will not relieve the Consultant from its obligations or change the terms of this Agreement.

**H. Notice**

Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

**Village Manager  
Village of Downers Grove  
801 Burlington Ave.  
Downers Grove, IL 60515**

Kenig, Lindgren, O'Hara, Aboona, Inc.  
9575 West Higgins Road  
Suite 400  
Rosemont, IL 60018

**I. Village Ordinances**

The Consultant will comply with all applicable ordinances of the Village of Downers Grove and laws of the State of Illinois.

**J. Use of Village's Name**

The Consultant is specifically denied the right of using in any form or medium the name of the Village for public advertising unless express permission is granted by the Village.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

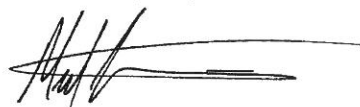
**Kenig, Lindgren, O'Hara, Aboona, Inc.**

**Village of Downers Grove**

By: Michael A. Werthmann, PE, PTOE

By: *Dan Pule*

Title: Principal



Title: *Village Manager*

Date: Feb. 25, 2022

Date: *3-9-2022*



**Exhibit A**  
**Campaign Disclosure Certificate**

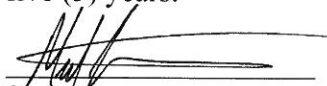
The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing this Agreement, Consultant agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

\_\_\_\_\_  
Under penalty of perjury, I declare:

Consultant has not contributed to any elected Village position within the last five (5) years.

  
\_\_\_\_\_  
Signature

Michael A. Werthmann, PE, PTOE  
\_\_\_\_\_  
Print Name

Consultant has contributed a campaign contribution to a current member of the Village Council within the last five (5) years.

Print the following information:

Name of Contributor: \_\_\_\_\_  
(company or individual)

To whom contribution was made: \_\_\_\_\_

Year contribution made: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name



9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018  
p: 847-518-9990 | f: 847-518-9987

February 23, 2022

Mr. Michael Tuman, PE, PTOE  
Village of Downers Grove  
5101 Walnut Avenue  
Downers Grove, Illinois 60515

Re: Traffic Services  
Village of Downers Grove

Dear Mike:

Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA, Inc.) is pleased to submit this proposal to provide professional transportation and engineering services for the Village of Downers Grove. Per your request, the following outlines the primary services to be provided by KLOA, Inc:

- Conduct a traffic study for Neighborhood 8 which is generally bounded by 63<sup>rd</sup> Street on the north, Main Street on the east, 75<sup>th</sup> Street on the south, and Woodward Avenue on the west.
- Perform on-call transportation engineering services for the Village including performing traffic counts, speed surveys, traffic studies and traffic control analysis/design, reviewing proposed development plans, presenting to the Village's boards and commissions, responding to resident requests, and assisting the Village on other transportation tasks.

## Scope of Services

We have developed a scope of services based on the information provided by you, our previous work in the Village, and our extensive experience in performing neighborhood traffic studies as well as the other requested services. The following presents the scope of services for each of the primary services:

### Neighborhood Traffic Study Scope of Services

The general project limits for this neighborhood traffic study are 63<sup>rd</sup> Street on the north, Main Street on the east, 75<sup>th</sup> Street on the south, and Woodward Avenue on the west. However, the 75<sup>th</sup> Street retail center and the adjacent roadways are excluded from the study area. Kingsley Elementary School, Concord Square Park, Stonewall and Concord Park, O'Brian Park, Dunham Place Park, and Mar-Duke Farm Park are all located within the neighborhood. In addition, commercial, office, and medical uses are located along Main Street, 75<sup>th</sup> Street, and Woodward Avenue. The presence of these land uses creates unique traffic flow and pedestrian safety issues for the neighborhood. Traffic and pedestrian issues that affect the neighborhood and would be addressed by KLOA, Inc. in this study include:

- Intersection traffic control spacing along the neighborhood roads.
- Type of intersection traffic control in use, particularly around the schools and parks.
- Intersections lacking any form of traffic control or yield sign control.
- Potential speeding and/or cut-through traffic in the neighborhood.
- Offset intersections that create sight distance limitations.

Mr. Michael Tuman, PE, PTOE  
February 23, 2022  
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The following scope of services was developed based on the Neighborhood Traffic Studies previously conducted for the Village and our experience in performing similar studies:

*Task 1: Field Reconnaissance/Traffic Observations.* KLOA, Inc. will inventory the study area transportation system characteristics to obtain lane configurations, intersection traffic controls, speed limits, parking restrictions, pedestrian safety features, etc. KLOA, Inc. will observe traffic, parking, and pedestrian/bicycle operations, particularly around the schools, parks, and the key intersections. If necessary, spot parking surveys will be performed throughout the neighborhood, particularly around the schools and parks.

*Task 2: Traffic Data Collection.* Quigg Engineering Inc, serving as a subconsultant to KLOA, Inc., will utilize Hi-Stars NC-300 portable traffic counters to collect daily traffic volume, speed, and classification counts/surveys at 40 locations within the neighborhood. The daily traffic volumes/speed surveys will be conducted for two consecutive days (48 hours). Intersection vehicle, pedestrian, and bicycle counts will be conducted by KLOA, Inc. at 19 intersections in the neighborhood for one day during the weekday morning (7:00 A.M. to 9:00 A.M.) and evening (2:00 P.M. to 6:00 P.M.) peak school and commuter periods or on a Saturday between 10:00 A.M. and 4:00 P.M. The daily traffic count/daily speed and the intersection count locations are illustrated in two exhibits attached to this proposal.

*Task 3: Collect and Review Existing Data and Information.* KLOA, Inc. will work with the Village, the Illinois Department of Transportation (IDOT), and the DuPage County Division of Transportation (DuDOT) to collect and review existing traffic information and data including traffic counts, speed studies, crash data, signal timings, available pavement and/or geometric (as-built) plans, proposed improvement plans, GIS roadway maps or aeriels, comprehensive plans, and other relevant information.

*Task 4: Model and Analyze Existing Road Network.* A traffic model depicting the arterial/collector roads and 17 key intersections within the neighborhood will be developed using Synchro 11/SimTraffic 11 software. Traffic volume data and roadway characteristics obtained in Tasks 1 and 2 will be inserted into the model to analyze road segment and intersection performance based on measures of effectiveness including level of service, average vehicle delays, and volume-to-capacity ratios. Analyses will be conducted for the weekday morning and evening peak hours or Saturday midday peak hour. The data collected within the neighborhood (traffic counts, speed data, pedestrian counts, crash data, road functional classification, operating characteristics, parking conditions, etc.) will be illustrated on various exhibits and figures. Operational deficiencies, traffic control inconsistencies, resulting traffic impacts, and traffic/ pedestrian/bicycle circulation and safety issues along both the arterial/collector roads and residential roads will be identified from the model, field observations, and the examination of the existing neighborhood data.

*Task 5: Model Alternative Network Scenarios.* The traffic model will be utilized to evaluate potential modifications to the roadway system. Performance measures of effectiveness will be generated for the intersections included in the model for comparison to the results from the existing conditions analysis. In addition, the impact of the modifications on the operation of the neighborhood roads will be identified and quantified.

Mr. Michael Tuman, PE, PTOE  
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*Task 6: Recommended Improvement Plan.* Based on field observations and analysis results from Tasks 1 through 5, KLOA, Inc. will develop a recommended plan of improvements to mitigate existing deficiencies, enhance operations, and improve safety. The following recommendations will be developed and summarized in a table/matrix:

- Type of intersection traffic control (all intersections will be under stop sign or traffic signal control)
- Parking restrictions, particularly those associated with the schools, parks, and/or commercial developments
- New and/or enhanced pedestrian and bicycle safety features, which will include examining the Main Street midblock crosswalk to determine the appropriateness of its location and if any improvements are required
- Traffic calming measures to reduce traffic volume and/or speeds and enhance pedestrian and bicycle safety
- Functional classification of the road system
- Access and/or traffic flow modifications, improvements, and/or restrictions
- Intersection and/or roadway geometric improvements
- Pedestrian and bicycle safety enhancements
- Review the general operation of the roads and intersections adjacent to Downers Grove South High School and the recommendations developed as part of the Sam Schwartz Engineering (SSE) study

Special attention will be provided to the multi-modal operations around the schools and parks. Recommendations will be developed to enhance access/circulation, organization of on-street parking, and pedestrian and bicycle facilities. Context-sensitive solutions will be utilized, as appropriate. Performance measures of effectiveness calculated for the “improved network” will be compared with the model results from the existing conditions analysis. The improvement plan will be guided by an implementation strategy that reflects near-term, mid-term, and long-term timelines.

*Task 7: Project Report.* KLOA, Inc. will summarize the data collected, observations, analysis, findings, and recommendations in a narrative report containing tables, exhibits, and traffic performance details of the 2022 network, network scenarios, and improved network plan. The recommendations will be summarized in a table/matrix that clearly summarizes the benefits of each improvement/enhancement. For cost efficiency, the report will make use of previously developed evaluation criteria, table templates, and exhibits from the Neighborhood Traffic Studies prepared by KLOA, Inc.

*Task 8: Progress Meetings and Council or Commission Meeting.* The Project Manager will attend up to two (one-hour) progress/coordination meetings with Village staff and one (four-hour) preliminary findings presentation at a neighborhood meeting or a Transportation and Parking (TAP) Commission meeting. As authorized, additional meetings can be attended with the project budget amended accordingly.

### On-Call Traffic Engineering Services

In order to assist the Village in maintaining the local transportation system, KLOA, Inc. will provide the following traffic engineering services when requested by the Village:

*Traffic Counts.* KLOA, Inc. will use Miovision counting equipment to collect traffic, bicycle, and pedestrian counts and vehicle classification data at intersections and roadway segments.

Mr. Michael Tuman, PE, PTOE  
February 23, 2022  
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*Speed Studies.* Quigg Engineering Inc. will serve as a subcontractor to KLOA, Inc. to perform daily traffic counts and speed surveys.

*Traffic Studies.* KLOA, Inc. will perform multi-modal traffic studies for specific land uses/developments and/or other issues/concerns in the Village.

*Traffic Control Analysis and Design.* Based on the guidelines from the *Manual on Uniform Traffic Control Devices* (MUTCD) and/or IDOT or DuDOT design standards, KLOA, Inc. will determine appropriate forms of traffic control and/or design new or modify existing traffic signals.

*Review of Private Development Plans.* KLOA, Inc. will apply the standards of the Village's Code of Ordinances in our review of private development plans with respect to access, circulation, pedestrian and bicycle connections and safety, parking sufficiency, loading and emergency-vehicle circulation, and traffic impact mitigation measures.

*Response to Resident Requests.* KLOA, Inc. will respond to various resident requests including intersection traffic controls, speed control measures, traffic calming, parking regulations, pedestrian safety measures, and school/park speed limits, among other requests.

*Presentations to Boards and Commissions.* KLOA, Inc. will present the recommendations of our traffic studies, reviews of site plans, and/or applications of ordinance standards to the Village's Boards and Commissions.

*New Signage/Sign Shop Coordination.* KLOA, Inc. will assist the Village in fabricating regulatory, warning, and/or guide signs in accordance with IDOT standards and the MUTCD.

*Traffic Signal Maintenance Contractor Coordination.* KLOA, Inc will assist the Village in coordinating signal contracting work with selected contractors.

*Construction Traffic Control/Detour Plans.* KLOA, Inc. will assist the Village in preparing these construction traffic control/detour plans in accordance with IDOT standards and the MUTCD.

## Time of Performance

The following summarizes the time required to perform the various tasks:

- It is estimated that it will take approximately eight to ten weeks to complete the traffic study for Neighborhood 8 assuming a start date of early April. Weather permitting, the traffic counts/speed surveys will be conducted in April and early May.
- The time required to complete the on-call engineering services will depend on the complexity of the requested task. Most of the tasks can be completed within two to six weeks.

Meetings and hearings will be attended as arranged during advance requests by you. For formal meetings and for hearings at which presentations may be required, it is desired that 7 to 10 days' advance notice be given to KLOA, Inc.

Mr. Michael Tuman, PE, PTOE  
 February 23, 2022  
 Page 5

## Cost of Services

The cost of services rendered by KLOA, Inc. will be based on our hourly rates currently in effect, plus reimbursement at cost for direct expenses such as traffic counts, travel, reproduction, etc. It is our understanding that the 2022 budget for this Task Order is \$45,000. Based on our experience in similar studies, we estimate the cost for our professional staff time and direct expenses will be as follows:

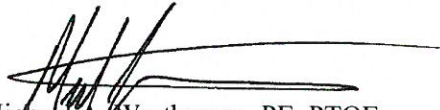
- The costs to perform the traffic study for Neighborhood 8 including the attendance at the three meetings will not exceed \$38,000.
- Based on the costs estimated to perform the Neighborhood 8 traffic study, a total of \$7,000 will be available from the 2022 Task Order to perform the on-call engineering services. The costs to perform the on-call engineering services will depend on the complexity of the requested task and will be based on the current hourly rates and reimbursement at cost for direct expenses. When requested, KLOA, Inc. will provide a proposal of the estimated costs to perform the specific tasks.

All costs for professional staff time and direct expenses in connection with any additional meetings and/or hearings other than those described in the scope of services will be itemized separately on our invoices and are in addition to the costs estimated above.

We are pleased to have this opportunity again to offer our professional services to the Village of Downers Grove. We will initiate our services on this project upon receipt of a signed copy of this letter of agreement for our files.

Sincerely,

KENIG, LINDGREN, O'HARA, ABOONA, INC.



Michael A. Werthmann, PE, PTOE  
 As its Principal

Enc.

ACCEPTED AND APPROVED THIS

8<sup>th</sup> DAY OF March, 2022



(Signature)

David Fieldman

(Typed/Printed Name)

Authorized to Execute Agreements for:

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