

CITY OF WARRENVILLE

MEMO

To: Mayor, City Council, and City Administrator White
From: Public Works Director Kuchler *PK*
Subject: CITYWIDE TRAFFIC STUDY CONTRACT
Date: August 6, 2025

The purpose of this memorandum is to summarize the scope of the proposed traffic study and why staff is recommending it.

Strategic Plan Action Items

As part of the Strategic Plan adopted by City Council in 2024, staff developed a series of Strategic Plan Action Items to be completed during FY 2025 – FY 2030. One of the items included at the request of City Council was a *Traffic study to evaluate speed limits and standardize speed limits on City streets*. Staff originally proposed this item in FY 2027, however City Council requested it be moved up to FY 2026 at its October 7, 2024, regular meeting. The updated schedule was presented to City Council at its regular meeting on December 2, 2024. City Council endorsed the schedule of Strategic Plan Action Items for FY 2026 and the Public Works Department Work Plan that both included this item, as part of the adoption of the FY 2026 Budget.

Staff expanded the scope of the proposed study by \$15,000 to address an incomplete FY 2025 Strategic Plan Action Item, *Establish a policy document that addresses how the City will evaluate complaints of speeding, traffic issues, requests for changes to speed limit, or requests to add signs on City roads, including the use of tools like speed sensors, trailers, etc.*

Scope of Proposed Study

The study can be broken down into three components:

1. Evaluate City streets with existing speed limits higher than 25 mph – This item includes data collection on the three sections of Batavia Road, Williams Road north of Batavia Road, and Galusha Avenue, with analysis of the existing speed limits using the data collected and the characteristics of the roadways. The report will include recommendations on either maintaining the existing speed limits or changing them, based on the data analysis.
2. Recommend Consistent Speed Limit for Neighborhood Residential Streets – This item includes data collection and analysis on four representative 20 mph streets and four representative 25 mph streets of similar traffic volume and character, to inform a recommended standard residential speed limit in the City of Warrenville. The reason for this analysis is there are many similar streets throughout the City with speed limits of 20 mph and

25 mph. Establishing a standard speed limit for this category of streets will make it more predictable and consistent for drivers, the Police Department, and speed limit signage.

3. Traffic Calming Toolkit – This item includes the development of a process document that will be used by Public Works and the Police Department to respond in a consistent manner to requests to evaluate speeds, signage, and use of traffic calming elements. These requests are becoming more frequent each year and it is important that staff evaluate and respond to them in a consistent manner. The consultant will assist staff with the evaluation of two residential street locations with known speeding concerns, and guide staff through the use of the toolkit to address those concerns. This piece (\$15,000) was not included in the FY 2026 budget, and staff plans to utilize General Fund dollars to pay for it.

Staff Recommendation

Staff is recommending the City Council pass a resolution approving a professional services agreement with Kimley-Horn and Associates, Inc. for the provision of professional traffic engineering services in the amount of \$80,000.

RESOLUTION NO. R2025-__

**A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH
KIMLEY-HORN AND ASSOCIATES, INC. FOR THE PROVISION OF
PROFESSIONAL TRAFFIC ENGINEERING SERVICES**

WHEREAS, the City of Warrenville ("**City**") is a home rule municipal corporation pursuant to Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970; and

WHEREAS, the City has identified a need to procure professional traffic engineering services for the preparation of a speed study related to appropriate speed limits in certain residential areas and traffic calming toolkit that will assist the City in evaluating speed limits on City streets in the future (collectively, the "**Services**"); and

WHEREAS, Kimley-Horn and Associates, Inc. ("**Kimley-Horn**") has submitted a proposal to provide the Services in the amount of \$80,000.00, plus reimbursable expenses; and

WHEREAS, the City desires to enter into a professional services agreement with Kimley-Horn for the Services at the price proposed ("**Agreement**"); and

WHEREAS, the Mayor and the City Council have determined that it is in the best interest of the City and the public to approve the Agreement with Kimley-Horn;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF WARRENVILLE, DUPAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Recitals. The recitals listed above are incorporated in this Resolution as if fully set forth in this Resolution.

SECTION 2: Approval of Agreement. The Agreement with Kimley-Horn in the total amount of \$80,000.00, plus reimbursable expenses, is hereby approved in the form attached to this Resolution as **Exhibit A**, and in a final form approved by the City Administrator.

SECTION 3: Execution. The City Council hereby authorizes and directs the City Administrator to execute, on behalf of the City, the final Agreement only after receipt by the City Administrator of an executed copy of the Agreement from Kimley-Horn; provided, however, that if the City Administrator does not receive such executed copy of the Agreement from Kimley-Horn within 60 days after the date of adoption of this Resolution, then this authority to execute and seal the Agreement shall, at the option of the City Council, be null and void.

SECTION 4: Effective Date. This Resolution shall be in full force and effect following its passage and approval in the manner provided by law.

[Signatures and Voting Record on Following Page]

PASSED THIS _____ day of _____, 2025.

APPROVED THIS _____ day of _____, 2025.

VOTES: AYES _____ NAYS _____ ABSENT _____ ABSTAIN _____

MAYOR

ATTEST:

CITY CLERK

EXHIBIT A
AGREEMENT

**CITY OF WARRENVILLE
PROFESSIONAL SERVICES AGREEMENT
FOR SPEED STUDY AND TRAFFIC CALMING TOOLKIT**

THIS AGREEMENT is dated as of the 18th day of August, 2025 (“**Agreement**”) and is by and between the **CITY OF WARRENVILLE**, an Illinois home rule municipal corporation (“**City**”) and **Kimley-Horn and Associates, Inc.**, a North Carolina corporation (“**Consultant**”).

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the City’s statutory and home rule powers, the parties agree as follows:

SECTION 1. SERVICES.

A. Project Description. Consultant will provide the following professional traffic engineering services for the City: (i) perform and prepare a speed study for the City, which includes reviewing posted speed limits on certain roadways in the City and establishing the appropriate speed limit for a typical residential roadway; and (ii) preparing a Traffic Calming Toolkit to assist the City with establishing a procedure for review and implementation of traffic calming measures, including a process flowchart, data collection requirements, assessment criteria, and implementation strategies (collectively, the “**Services**”).

B. Representations of Consultant. The Consultant has submitted to the City a detailed description of the Services to be provided by the Consultant , a copy of which is attached as Exhibit A to this Agreement. The Consultant represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the Services as set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.

C. Agreement Amount. The total amount billed by the Consultant for the Services under this Agreement shall not exceed **\$80,000**, as outlined in Exhibit A, including reimbursable expenses, unless amended pursuant to Subsection 8A of this Agreement.

D. Services. The Consultant shall provide the Services pursuant to the terms and conditions of this Agreement.

E. Commencement; Time of Performance. The Consultant shall commence the Services immediately upon receipt of written notice from the City that this Agreement has been fully executed by the Parties (the “**Commencement Date**”). The Consultant shall diligently and continuously prosecute the Services until the completion of the Services, but in no event later than 60 days after the date of the execution of this Agreement.

F. Reporting. The Consultant shall regularly report to the City Administrator, or his designee, regarding the progress of the Services during the term of this Agreement. The City Administrator’s designee shall be the person identified in Section 8.D to receive notice, unless the City Administrator otherwise designates in writing.

SECTION 2. RESERVED.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT.

A. Agreement Amount. The total amount billed for the Services and paid by the City during the term of this Agreement shall not exceed the amount identified as the Agreement Amount in Subsection 1 of this Agreement, without the prior express written authorization of the City.

B. Invoices and Payment. The Consultant shall be paid as provided in Exhibit A. The Consultant shall submit invoices to the City in an approved format for those portions of the Services performed and completed by the Consultant. The amount billed in any such invoice shall be based on the method of payment set forth in Exhibit A. The City shall pay to the Consultant the amount billed within 30 days after its receipt and approval of such an invoice in accordance with the Illinois Local Government Prompt Payment Act, 50 ILCS 505/1 *et seq.*.

C. Records. The Consultant shall maintain records showing actual time devoted and costs incurred, and shall permit the City or its authorized representative to inspect and audit all data and records of the Consultant for work done under the Agreement. The records shall be made available to the City at reasonable times during the Agreement period, and for three years after the termination of the Agreement.

D. Claim In Addition To Agreement Amount. If the Consultant wishes to make a claim for additional compensation as a result of action taken by the City, the Consultant shall provide written notice to the City of such claim within 7 days after occurrence of such action as provided by Subsection 8D of this Agreement, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement Amount shall be valid only upon written amendment pursuant to Subsection 8A of this Agreement. Regardless of the decision of the City relative to a claim submitted by the Consultant, the Consultant shall proceed with all of the work required to complete the Services under this Agreement as determined by the City without interruption.

E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

F. Final Acceptance. The Services, or, if the Services are to be performed in separate phases, each phase of the Services, shall be considered complete on the date of final written acceptance by the City of the Services or each phase of the Services, as the case may be, which acceptance shall not be unreasonably withheld or delayed.

SECTION 4. PERSONNEL; SUBCONTRACTORS.

A. Availability of Personnel. The Consultant shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The Consultant shall notify the City as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The Consultant shall have no claim for damages and shall not bill the City for additional time and

materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or resignation.

B. Approval and Use of Subcontractors. The Consultant shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the City in writing. All subcontractors and subcontracts used by the Consultant shall be acceptable to, and approved in advance by, the City. The City's approval of any subcontractor or subcontract shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the Consultant. For purposes of this Agreement, the term "Consultant" shall be deemed also to refer to all subcontractors of the Consultant, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.

C. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the City, the Consultant shall immediately upon notice from the City remove and replace such personnel or subcontractor. The Consultant shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION.

A. Confidential Information. The term "***Confidential Information***" shall mean information in the possession or under the control of the City relating to the technical, business or corporate affairs of the City; City property; user information, including, without limitation, any information pertaining to usage of the City's computer system, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. City Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the Consultant from a source other than the City prior to the time of disclosure of said information to the Consultant under this Agreement ("***Time of Disclosure***"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the Consultant or the City; or (iv) to have been supplied to the Consultant after the Time of Disclosure without restriction by a third party who is under no obligation to the City to maintain such information in confidence.

B. No Disclosure of Confidential Information by the Consultant. The Consultant acknowledges that it shall, in performing the Services for the City under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The Consultant shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the City. The Consultant shall use reasonable measures at least as strict as those the Consultant uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the Consultant to execute a non-disclosure agreement before obtaining access to Confidential Information. Confidential Information may be disclosed by Consultant pursuant to governmental

or judicial requirement or subpoena; provided, however, that Consultant will notify the City prior to the disclosure.

SECTION 6. STANDARD OF CARE; INDEMNIFICATION; INSURANCE.

A. Standard of Care for Services. The Consultant represents and certifies that the Services shall be performed in accordance with the standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The representations and certifications expressed shall be in addition to any other representations and certifications expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the City.

B. Indemnification. The Consultant shall, without regard to the availability or unavailability of any insurance, either of the City or the Consultant, indemnify, save harmless, and defend if requested the City, and its officials, employees, and attorneys against any and all lawsuits, demands, damages, liabilities, losses, and expenses, including reasonable attorneys' fees and administrative expenses, that arise directly from the Consultant's negligent performance of, or failure to perform, the Services or any part thereof, or any failure to meet the representations and certifications pursuant to Subsection 6.A of this Agreement (but not the performance or failure of a contractor not retained by Consultant), except to the extent caused by the sole negligence of the City.

C. Insurance. Contemporaneous with the Consultant's execution of this Agreement, the Consultant shall provide certificates and policies of insurance, all with coverages and limits acceptable to the City, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the City Administrator may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the City Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the City and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the City. The Consultant shall, at all times during the term of this Agreement, maintain and keep in force, at the Consultant's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.

D. No Personal Liability. No elected or appointed official, or employee of the City shall be personally liable, in law or in contract, to the Consultant as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS.

A. Relationship of the Parties. The Consultant shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed (i) to create the relationship of principal and agent, employer and employee, partners, or joint venturers between the City and Consultant; or (ii) to create any relationship between the City and any subcontractor of the Consultant.

B. Conflict of Interest. The Consultant represents and certifies that, to the best of its knowledge, (1) no elected or appointed City official, employee or agent is interested in the business of the Consultant or in this Agreement, or has personally received payment or other consideration for this Agreement; (2) as of the date of this Agreement neither the Consultant nor any person employed or associated with the Consultant has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the Consultant nor any person employed by or associated with the Consultant shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.

C. No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.* The Consultant represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the City prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the Consultant has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the Consultant shall be liable to the City for all loss or damage that the City may suffer, and this Agreement shall, at the City's option, be null and void.

D. Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

E. Patriot Act Compliance. The Consultant represents and warrants to the City 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 City 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 City, its corporate authorities, and all City elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.

F. Termination. Notwithstanding any other provision hereof, the City may terminate this Agreement at any time upon 15 days prior written notice to the Consultant. In the event that this Agreement is so terminated, the Consultant shall be paid for Services actually performed and reimbursable expenses actually incurred or reasonable expenses that Consultant is legally obligated to pay, if any, prior to termination, not exceeding the value of the Services completed as determined as provided in Exhibit A.

G. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on the date the City Administrator determines that all of the Services under this Agreement, including warranty services, are completed. A determination of completion shall not constitute a waiver of any rights or claims which the City may have or thereafter acquire with respect to any breach hereof by the Consultant or any right of indemnification of the City by the Consultant.

H. Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Owner or Consultant with respect to this Contract or the Services.

Consultant shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Consultant's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof.

Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.

I. Default. If it should appear at any time that the Consultant has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("***Event of Default***"), and fails to cure any such Event of Default within ten business days after the Consultant's receipt of written notice of such Event of Default from the City, then the City shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:

1. Cure by Consultant. The City may require the Consultant, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the Consultant and the Services into compliance with this Agreement.

2. Termination of Agreement by City. The City may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.

3. Withholding of Payment by City. The City may withhold from any payment, whether or not previously approved, or may recover from the Consultant, any and all costs, including attorneys' fees and administrative expenses, incurred by the City as the result of any Event of Default by the Consultant or as a result of actions taken by the City in response to any Event of Default by the Consultant.

J. No Additional Obligation. The Parties acknowledge and agree that the City is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the Consultant, or with any vendor solicited or recommended by the Consultant.

K. City Council Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the Consultant to vendors shall be subject to the approval of the City Council. The City shall not be liable to any vendor or other third party for any agreements made by the Consultant, purportedly on behalf of the City, without the knowledge and approval of the City Council.

L. Mutual Cooperation. The City agrees to cooperate with the Consultant in the performance of the Services, including meeting with the Consultant and providing the Consultant with such non-confidential information that the City may have that may be relevant and helpful to the Consultant's performance of the Services. The Consultant agrees to cooperate with the City in the performance of the Services to complete the Work and with any other consultants engaged by the City.

M. News Releases. The Consultant shall not issue any news releases or other public statements regarding the Services without prior written approval from the City Administrator.

N. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the Consultant in connection with any or all of the Services to be performed under this Agreement ("**Documents**") shall be and remain the exclusive property of the City. At the City's request, or upon termination of this Agreement, the Consultant shall cause the Documents to be promptly delivered to the City.

O. City Data. The City has developed various types of data and information, such as digital map information through Geographic Information Systems Technology and through Auto CAD and other methods (collectively "**City Data**") concerning the real property located within the City. If requested to do so by the Consultant, the City agrees to supply the Consultant with a digital copy of the City Data, subject to the following conditions:

1. Limited Access to City Data. The City Data provided by the City shall be limited to the scope of the Work that the Consultant is to provide for the City;

2. Purpose of City Data. The Consultant shall limit its use of the City Data to its intended purpose of furtherance of the Work; and

3. **Agreement with Respect to City Data.** The Consultant does hereby acknowledge and agree that:

a. **Trade Secrets of the City.** The City Data constitutes proprietary materials and trade secrets of the City and, shall remain the property of the City;

b. **Consent of City Required.** The Consultant will not provide or make available the City Data in any form to anyone without the prior written consent of the City Administrator;

c. **Supply to City.** At the request of the City, the Consultant shall supply the City with any and all information that may have been developed by the Consultant based on the City Data;

d. **No Guarantee of Accuracy.** The City makes no guarantee as to the accuracy, completeness, or suitability of the City Data in regard to the Consultant's intended use thereof; and

e. **Discontinuation of Use.** At such time as the Services have been completed to the satisfaction of the City, the Consultant shall cease its use of the City Data for any purpose whatsoever; and, upon request, an authorized representative of the City shall be afforded sufficient access to the Consultant's premises and data processing equipment to verify that all use of the City Data has been discontinued.

SECTION 8. GENERAL PROVISIONS.

A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.

B. Assignment. This Agreement may not be assigned by the City or by the Consultant without the prior written consent of the other party.

C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.

D. Notice. Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall

have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the City shall be addressed to, and delivered at, the following address:

City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555
Attention: Phil Kuchler, Public Works Director
E-mail: pkuchler@warrenville.il.us

With a copy to:

Elrod Friedman LLP
350 N. Clark, 2nd Floor
Chicago, Illinois 60654
Attention: Brooke Lenneman
E-mail: Brooke.Lenneman@ElrodFriedman.com

Notices and communications to the Consultant shall be addressed to, and delivered at, the following address:

Kimley-Horn and Associates, Inc.
4201 Winfield Road, Suite 600
Warrenville, IL 60555
Attention: Rory Fancler-Splitt
Email: Rory.Fancler@kimley-horn.com

E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the Consultant shall be made or be valid against the City.

F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

G. Governing Laws. This Agreement shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois.

H. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between the City and the Consultant with respect to the Proposal and the Services.

I. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.

J. Consents. Unless otherwise provided in this Agreement, whenever the consent, permission, authorization, approval, acknowledgement, or similar indication of assent of any party to this Agreement, or of any duly authorized officer, employee, agent, or representative of any party to this Agreement, is required in this Agreement, the consent, permission, authorization, approval, acknowledgement, or similar indication of assent shall be in writing.

K. Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders and the plural includes the singular and vice versa.

L. Headings. The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend, or describe the scope or intent of this Agreement.

M. Exhibits. Exhibits A, B, and C are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.

N. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

O. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

P. Force Majeure. Notwithstanding any other provision of this Agreement, the Consultant shall not have liability for or be deemed in breach because of delays directly caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, third parties, or governmental agencies.

Q. Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

[SIGNATURES FOLLOW ON NEXT PAGE]

CITY OF WARRENVILLE

By: _____
Cristina White, City Administrator

ATTEST/WITNESS:

By: _____

Title: _____

CONSULTANT

By: _____

Its: _____

#55032402_v2

EXHIBIT A

SCOPE OF SERVICES



July 21, 2025

Mr. Phil Kuchler
Public Works Director
City of Warrenville
3S258 Manning Avenue
Warrenville, Illinois 60555

Re: Professional Services for Speed Study and Traffic Calming Toolkit

Dear Mr. Kuchler:

Kimley-Horn and Associates, Inc. (Kimley-Horn) is pleased to submit this proposal for professional traffic engineering services to conduct a speed study for the City of Warrenville and prepare a Traffic Calming Toolkit. Kimley-Horn understands the City's professional services agreement will be executed to complete the following Scope of Services.

Scope of Services

Task A – Speed Study

Kimley-Horn understands the City of Warrenville seeks to review posted speed limits on key roadways in the City and establish the appropriate speed limit for typical residential roadways. Kimley-Horn will complete the following tasks to complete the speed study.

Task A.1 Project Kick-Off

Kimley-Horn will participate in an in-person meeting to initiate the speed study. This meeting will include a review of the data collection locations and date(s) (subject to weather conditions). This will also include a review of the overall project schedule, including the anticipated City Council meeting date.

Task A.2 Data Collection

Kimley-Horn will complete data collection for the following roadway segments identified in coordination with City staff:

- Batavia Road, northwest of Route 59
- Batavia Road, Butterfield Road to Route 59
- Batavia Road, south of Butterfield Road
- Galusha Avenue, between Winfield Road and Herrick Road
- Williams Road, north of Batavia Road
- Riverside Avenue, Batavia Road to Branch Avenue (field inventory only; traffic counts not included)
- Timber Drive, between Grove Lane North and Grove Lane South (field inventory only; traffic counts not included)
- Up to four (4) residential streets with posted speed limit of 20 MPH (to be defined in coordination with City)
- Up to four (4) residential streets with posted speed limit of 25 MPH (to be defined in coordination with City)

For each segment listed above, Kimley-Horn complete a field visit to inventory the following key elements: development pattern, lane geometry and traffic control, on-street parking, pedestrian/bicyclist facilities, signage, and access control (i.e., residential and non-residential driveways and intersections). Kimley-Horn will prepare a map of each segment to summarize existing conditions.

Kimley-Horn will conduct roadway segment counts, pedestrian/bicyclist counts, and vehicle speeds on each segment with the exception of Riverside Avenue and Timber Drive. For these roadway segments, Kimley-Horn will conduct the field inventory only; vehicle speed data will be supplied by the City.

Based on a review of the identified segments, up to 19 count locations are included in this task as summarized below.

- 8 locations along Batavia Road
- 2 locations along Galusha Avenue
- 1 location along Williams Road
- 8 locations on residential streets (similar character, different posted speed limits)

The data collection will be conducted on a typical weekday (when local schools are in session) from 6:00AM to 7:00PM. The count date(s) will be selected in coordination with City staff. Note that the data collection should occur under good weather and normal enforcement conditions. Should additional count locations or count hours be needed, an amendment to the agreement will be required.

Task A.3 Analysis and Recommendations

Using the information obtained under Task A.2, Kimley-Horn will evaluate the speed distribution of free-flowing vehicles using the methodology outlined in the *Policy on Establishing and Posting Speed Limits on the State Highway System*, published by the Illinois Department of Transportation (IDOT) (March 2011). Based on the data collection, Kimley-Horn will identify the 85th percentile speed and upper limit of the 10 MPH pace for each roadway segment.

Kimley-Horn will calculate the Altered Speed Limit based on a review of the following conditions: access control (access conflict number); pedestrian activity; and on-street parking. Kimley-Horn will then compare the proposed Altered Speed Limit to the data under Task A.2 in order to determine the anticipated violation rate.

Kimley-Horn will obtain crash history for the most recent five-year period (2018-2023) from IDOT. The crash history will be referenced in the final documentation (Task A.4) as part of the discussion of existing conditions.

For the residential segments with posted speed limits of 20 MPH and 25 MPH, Kimley-Horn will compare the results of the data collection and analysis to inform a recommended residential speed limit in the City of Warrenville.

Where appropriate, Kimley-Horn will identify capital improvements to encourage motorist compliance with the recommended speed limit (e.g., roadway width, curb/gutter, signage/stripping, curb bump-outs). Where capital improvements are identified, planning-level cost estimates will be developed. For Riverside Avenue and Timber Drive, Kimley-Horn will identify potential traffic calming recommendations to minimize vehicle speeds consistent with the policies and procedures identified under Task B.

This task includes up to one (1) in-person meeting with City staff to review the results of the data collection effort and recommendations prior to draft documentation (Task A.4).

Task A.4 Documentation

Kimley-Horn will prepare a memorandum with appropriate graphics and tables summarizing the data collection effort, analysis, and recommended speed limits, including the key segments analyzed as well as the residential speed limit.

A draft memorandum will be submitted to the Client for review prior to finalizing. This task includes up to one (1) round of revisions to address consolidated comments from the Client. This task does not include proposed redline changes to the City Code of Warrenville.

Task A.5 Public Meetings

Kimley-Horn will participate in one (1) City Council meeting to present the findings of the speed study. Kimley-Horn will develop a presentation to review key elements of the speed study data collection and analysis. The draft presentation will be submitted to City staff for review prior to the City Council meeting. Kimley-Horn will complete any necessary revisions to the presentation prior to the meeting.

This task does not include public open house meetings or similar events to solicit public input on the speed study. Should public engagement be needed, an amendment to the agreement will be required.

Task B – Traffic Calming Toolkit

Kimley-Horn will prepare a traffic calming toolkit to assist the City with establishing a procedure for review and implementation of traffic calming measures. The toolkit will include a process flowchart, data collection requirements, assessment criteria, and implementation strategies. To prepare the traffic calming toolkit, Kimley-Horn will complete the following tasks:

Task B.1 Review Background Information

Kimley-Horn will meet with City staff to review existing traffic calming measures and procedures. This task includes one (1) in-person meeting with City staff. Based on information received from the City, Kimley-Horn will develop a graphic representation of existing processes (flow chart) and a list of common traffic calming requests/concerns (e.g., speeding, cut-through traffic, pedestrian crossings). Kimley-Horn will also summarize the traffic calming measures that are not acceptable in the City of Warrenville (e.g., speed table).

Using this information and the data gathered in the initial meeting with City staff, Kimley-Horn will develop a list of traffic calming measures to address conditions in Warrenville (e.g., speed trailer, speed feedback sign, striping, raised crosswalk, curb extension/bulb-out). The list of traffic calming measures will be submitted to City staff for review prior to development of details. This task includes revisions to the list of traffic calming measures to address consolidated review comments from City staff.

Task B.2 Traffic Calming Toolkit / Documentation

Using the information defined in Task B.1, Kimley-Horn will develop a toolkit of applicable uses for each traffic calming measure identified, including the following information:

- Data collection needs (where applicable);
- Review criteria;
- Appropriate application of traffic calming measure and when to avoid use of such measures; and
- A list of benefits and challenges for each measure.

This information will be prepared as a memorandum with appropriate graphics and photos to assist the City with review and implementation of the traffic calming measures. The memorandum will include a discussion of the City's process for review and implementation of traffic calming concerns/requests (flow chart). Using information gathered under Task B.1 and a review of best practices, Kimley-Horn will advise of any necessary changes to the City's processes.

The draft memorandum will be submitted to City staff for initial review. This task includes revisions to address up to one (1) set of consolidated comments from City staff.

Task B.3 Public Meetings

Kimley-Horn will participate in one (1) City Council meeting to present the Traffic Calming Toolkit. Kimley-Horn will develop a presentation to review key elements of the Traffic Calming Toolkit. The draft presentation will be submitted to City staff for review prior to the City Council meeting. Kimley-Horn will complete necessary revisions to address staff comments. Following the City Council meeting, this task includes up to one (1) set of revisions to the draft Traffic Calming Toolkit developed under Task B.2 to address comments received from the City Council.

This task does not include public open house meetings or similar events to solicit public input on the Traffic Calming Toolkit. Should public engagement be needed, an amendment to the agreement will be required.

Additional Services

Any services not specifically provided for in the above scope will be billed as Additional Services and performed at our then-current hourly rates.

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives.

Schedule

We will provide our services as expeditiously as practicable. A final schedule will be confirmed with the City as part of the kick-off meeting in Task A.1.

Fee and Expenses

Kimley-Horn will perform these services for the following lump sum fee.

Task A. Speed Study	\$65,000
Task B. Traffic Calming Toolkit	\$15,000
Total	\$80,000

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. All permitting, application, and similar project fees will be paid directly by the Client.

Any Additional Services will be performed on an hourly basis according to our then-current rates. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Closure

We appreciate the opportunity to provide these services. Please contact me if you have any questions.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Rory Fancler-Splitt". The signature is written in a cursive, flowing style.

Rory Fancler-Splitt, AICP
Associate

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

- (1) Worker's Compensation: Statutory;
- (2) Employer's Liability:
 - \$500,000 injury-per occurrence
 - \$500,000 disease-per employee
 - \$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$2,000,000 for vehicles owned, non-owned, or rented.

All employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit

Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement
- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:

Worker's Compensation

Professional Liability

Each such additional Insured endorsement shall identify Owner as follows: City of Warrenville, including its City Council members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.

G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:

<u>Additional Insured</u>	<u>Policy or Policies</u>
_____	_____
_____	_____
_____	_____