



**AGENDA ITEM # 13C**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**May 10, 2021**

**Item Title: Small Cell Coordinator Professional Engineering Services**

**Staff Contact: Kristin Mehl, Assistant Director of Public Works**

**VILLAGE BOARD ACTION**

**Adopt a Resolution authorizing the Mayor to execute an Agreement for Small Cell Coordinator Professional Engineering Services between the Village of Roselle and Civiltech Engineering, Inc. in the amount of \$27,141.50.**

**Executive Summary:**

In July 2018, the Village Board approved an ordinance for Small Wireless Facilities in Rights-of-Way (Section 18-125 to 18-154). These facilities, also called Small Cells, are installed by cell service providers to improve 5G service. This ordinance established design standards for applicable decorative utility poles, or reasonable stealth, concealment, and aesthetic requirements in designated areas of the Village. These small cell installations, as well as the Village's authority to review and inspect them, are additionally regulated by state and federal laws.

Since the approval of the ordinance, staff has been contacted by Verizon regarding a Master License Agreement for the installation of small cells within Village right-of-way. The agreement is in the final review process and Verizon is looking to begin the permit process this summer.

The review of these small cell permits varies based on the type of installation. Installations may be done on existing Village light poles, installed on replacement Village light poles, or installed on new poles without lights. Due to the variety of electrical requirements associated with these installations as well as the structural and regulatory components of these installations, staff requested a proposal from Civiltech Engineering, Inc. to provide Small Cell Coordinator Services. Civiltech's team has experience in providing these services for other communities as well as expertise in electrical and street lighting aspects of the permitting.

The services proposed to be provided by Civiltech include three main components: set up, permit review/approval and construction inspection. The first component is the setup of the process. This will include working with Village staff for to establish the procedures and process for tracking submittals by all wireless companies who may wish to install

small cell locations in the Village. This work will also include verifying that the standards necessary to review all installations are established. The cost for this set up is \$4,041.50. This cost will be required regardless of the number of permits received.

The other services proposed will be dependent on the number of permits received. Civiltech has provided an estimated cost of \$1,155 per permit. The work included relates to the permit review, approval, and inspection of the construction. The hours necessary will vary based on the type of installation and the number of permit submittal reviews required.

The cost of Civiltech's services will be partially offset by the permit fees that the wireless companies are required to pay (varies from \$350 to \$1,000 based on the type of installation). Additionally, once an installation is complete, the wireless company must also pay an annual fee of \$200 per location. This is established by the Village ordinance as well as state and federal laws.

Staff has reviewed the scope and hours submitted by Civiltech and recommends award of the Professional Services Contract. The contract includes the setup cost and the permit review, approval and construction inspection for 20 locations. The amount of work performed in FY2021 will be dependent on the number of permit applications received from wireless providers.

**Implications:**

**Is this item budgeted?** The General Fund (10912020-61270) includes \$5,500 for Small Cell Wireless Review which will be sufficient for the setup costs. If more than one permit is reviewed and issued, the costs associated with the review of each permit submittal will exceed the budgeted amount. Based on our recent correspondence with Verizon it is anticipated that we will exceed the amount budgeted, but the exact amount is unknown until their permit application is received. There are sufficient funds in this account to cover the cost of the proposed agreement.

**Any other implications to be considered?** Based on the number of permits received, a portion of this contract may be carried over into FY 2022. The associated revenues with each permit must also be accounted for.

**Attachments:**

Resolution  
Professional Services Contract  
Proposal

**RESOLUTION NO. 2021 -**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR  
SMALL CELL COORDINATOR PROFESSIONAL ENGINEERING SERVICES  
BETWEEN THE VILLAGE OF ROSELLE AND CIVILTECH ENGINEERING, INC. IN  
THE AMOUNT OF \$27,141.50.**

WHEREAS, the corporate authorities of the Village of Roselle deem it in the best interests of the Village to enter into an Agreement with Civiltech Engineering, Inc., Two Pierce Place, Suite 1400, Itasca, IL 60143 for Small Cell Coordinator Professional Engineering Services; and

WHEREAS, the Mayor and Board of Trustees have determined that it is in the best interests of the Village of Roselle to authorize the services with Civiltech Engineering, Inc. associated with the Small Cell Coordinator Services; and

WHEREAS, both parties agree to the terms and conditions set forth in the proposal for the Small Cell Coordinator Professional Engineering Services as described in Exhibit A.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees of the Village of Roselle that the Mayor is hereby authorized to sign and the Village Clerk is hereby directed to attest that certain "Agreement for Small Cell Coordinator Professional Engineering Services" between the Village of Roselle and Civiltech Engineering, Inc., which is attached hereto and incorporated as fully set forth as Exhibit A.

ADOPTED this 10<sup>th</sup> day of May, 2021

AYES:

NAYS:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
David Pileski, Mayor

ATTEST:

\_\_\_\_\_  
Patricia Burns, Village Clerk

**CONTRACT NO. \_\_\_\_\_ FOR PROFESSIONAL SERVICES**

THIS CONTRACT is made and entered into by and between the Village of Roselle, a body politic and corporate (hereinafter the "Village"), and Civiltech Engineering, Inc. (hereinafter "Consultant").

**WITNESSETH:**

WHEREAS, the Village of Roselle (hereinafter "Village") has determined that it is reasonable, necessary and desirable to obtain the services of a firm to provide Small Cell Coordinator services associated with Small Cell Permitting to the Village; and

WHEREAS, Civiltech Engineering, Inc. (hereinafter "Consultant") agrees to provide the necessary engineering services upon the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, the parties agree as follows:

1. Scope of Services. Village hereby retains Consultant, and Consultant hereby agrees to act as the independent contractor for the Village performing those engineering services, which are described in the Scope of Services Exhibit (hereinafter the "Work"), attached hereto and incorporated herein as if fully set forth as Exhibit A.

2. Standard of Care. Consultant represents and warrants that it shall perform its services in a manner consistent with the level of care and skill customarily exercised by other professional consultants under similar circumstances at the time the services are performed. Where this Agreement is inconsistent with any provision of Exhibit A this Agreement shall control.

3. Compensation. The Village shall pay the Consultant an amount not-to-exceed \$27,141.50. A breakdown of these fees by task is summarized in the Scope of Services Exhibit. Consultant shall submit itemized invoices containing sufficient detail of the Work performed to enable the Village to properly evaluate the payout request and the Village shall pay Consultant in accordance with the Local Government Prompt Payment Act.

4. Term of Agreement. The term of this Agreement shall be for a period of 2 years terminating May 4, 2023, unless terminated earlier by either party pursuant to Paragraph 11 and provided the term of the Agreement may be extended upon mutual written agreement.

5. Additional Services. Additional services that are not part of the Work may be assigned subject to prior written approval or direction of the Village. Payment for additional services shall be as mutually agreed upon by the parties before the commencement of any additional services. Any additional services shall be subject to the terms and conditions of this Agreement.

6. Hold Harmless and Indemnification. Consultant shall defend, hold harmless and indemnify the Village, its officers, agents, employees and elected officials, from any loss, damage, demand, liability, cause of action, fine, judgment or settlement, together with all costs and expenses related thereto (including reasonable expert witness and attorney fees), that may be incurred as a result of bodily injury, sickness, death or property damage or as a result of any other claim or suit of any nature whatsoever arising from or in any manner connected with, directly or indirectly, the negligent acts, errors, omissions, or intentional acts or omissions of Consultant in performing the services provided for in this Contract. The obligation on the part of the Consultant to defend, hold harmless and indemnify the Village shall survive the expiration or termination of this contract.

7. Insurance. Unless otherwise authorized in writing by the Village Administrator, Consultant shall purchase and maintain during the term of this Contract insurance coverage which will satisfactorily insure Consultant and, where appropriate, the Village against claims and liabilities which may arise out of the services referred to in this Contract. Such insurance shall be issued by companies authorized to do business in the State of Illinois and approved by the Village. The insurance coverages shall include, but not necessarily be limited to, the following:

(A) Worker's Compensation insurance with limits as required by the applicable statutes of the State of Illinois. The Employer's Liability coverage under the Worker's Compensation policy

shall have limits of not less than \$500,000 each accident/injury; \$500,000 each employee/disease; \$500,000 policy limit.

(B) Commercial general liability insurance protecting Consultant against any and all public liability claims which may arise in the course of performance of this Contract. The limits of liability shall be not less than \$1,000,000 each occurrence bodily injury/property damage combined single limit and \$2,000,000 aggregate bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(C) Commercial automobile liability insurance covering Consultant's owned, non-owned and leased vehicles which protects Consultant against automobile liability claims whether on or off of the Village's premises with coverage limits of not less than \$1,000,000 per accident bodily injury/property damage combined single limit. The policy of commercial liability insurance shall include contractual liability coverage and an endorsement naming the Village as an additional insured.

(D) Umbrella or Excess liability insurance with limits of not less than \$1,000,000 per occurrence bodily injury/property damage combined single limit. The Umbrella or Excess coverage shall apply in excess of the limits stated in subparagraphs (B) and (C) above, and shall either include an endorsement naming the Village as an additional insured or provide "following form" coverage for the primary insurance.

(E) Professional liability insurance with limits of not less than \$1,000,000 per claim covering Consultant against all sums which Consultant may become obligated to pay on account of any liability arising out of the performance of the professional services for the Village under this Contract when caused by any negligent act, error or omission of Consultant or of any person employed by Consultant or any others for whose actions Consultant is legally liable. The professional liability

insurance shall remain in force for a period of not less than four years after the completion of the services to be performed by Consultant under this Contract.

8. Evidence of Insurance. Consultant shall furnish the Village with a certificate of insurance and, upon the Village's request, copies of all insurance policies and endorsements thereto evidencing the coverages stated above. The insurance certificates and policies shall provide that no cancellation or modification of the policies shall occur without at least 30 days' written notice to the Village. Consultant shall not commence any services under this Contract until evidence of the required insurance is received and approved by the Village. The Village shall be named on the policies required by Section 5 subsections (B) and (D) as additional insured. No policy shall require contribution by the Village's insurance.

9. Compliance with Laws. Consultant shall comply with all applicable federal, state and local laws, rules and regulations, and with all Village ordinances, rules and regulations now in force or hereafter enacted in the performance of the services required under this Contract.

10. Control of Services. The Village shall not be responsible for or have control over the means, methods, techniques or procedures with respect to the performance by Consultant of the services in this Contract.

11. Termination of Contract. If Consultant fails to perform according to the terms set forth herein, the Village may terminate this Contract upon seven days' written notice to Consultant. This Agreement may be terminated by the Village without cause upon fourteen days written notice. In the event of a termination, the Village shall pay Consultant for the services performed and expenses incurred as of the effective date of termination, less any sums attributable, directly or indirectly, to Consultant's breach. The Village may terminate this agreement without cause upon seven calendar days' notice. The written notice required under this paragraph shall be either (a) served personally during regular business hours; (b) served by facsimile during regular business hours; (c) served by certified or registered mail, return receipt requested, addressed to the address

listed at the end of this contract with postage prepaid and deposited in the United States mail or by e-mail sent to the Consultant's Project Manager. Notice served personally, by facsimile transmission or e-mail shall be effective upon receipt, and notice served by mail shall be effective upon receipt as verified by the United States Postal Service. Consultant shall provide the Village with its Project Manager's e-mail address upon its execution of this Agreement.

12. Ownership of Documents & Release of Information. All records, reports, tests, studies, documents, data or other information, regardless of whether in written, electronic or other format, prepared or generated by Consultant in connection with performing the services provided for herein shall be regarded as the property of the Village and shall not be utilized by Consultant in any manner on other projects or distributed to third parties without the prior consent of the Village. In addition, any information provided by the Village to Consultant in connection with Consultant's performance of the services provided for herein and all information associated with Consultant's work product shall remain confidential and shall not be disclosed to any third party without the prior written consent of the Village.

13. FOIA. Consultant agrees to furnish all records related to this Agreement and any documentation related to the Village required under an Illinois Freedom of Information Act (ILCS 140/1, et/ seq.) (hereinafter "FOIA") request within five business days after Village issues notice of such request to the Consultant. Consultant's fees for FOIA disclosure shall be consistent with the requirements set forth by the FOIA.

14. Integration. The provisions set forth herein represent the entire agreement between the parties and supersede all prior agreements, promises and representations, as it is the intent of the parties to provide for a complete integration within the terms of this Contract. This Contract may be modified only by a further written agreement between the parties, and no modification shall be effective unless properly approved and executed by each party.

15. Electronic Signatures. Each party agrees that this agreement may be executed by

electronic signatures, whether digital or encrypted, of the parties included in this agreement and shall have the same force and effect as manual signatures. Similarly, delivery of this agreement by electronic mail in "portable document format" (.pdf) form or by another electronic means will have the same legal effect as delivery of an original executed copy of this agreement.

16. Exclusive Jurisdiction. Any disputes under this Agreement shall be in the 18<sup>th</sup> Judicial Circuit Court, Wheaton, DuPage County, Illinois.

IN WITNESS WHEREOF, the parties have entered into this Contract as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

VILLAGE OF ROSELLE  
VILLAGE ADMINISTRATOR  
31 S. PROSPECT STREET  
ROSELLE, IL 60172

CIVILTECH ENGINEERING, INC.  
2 PIERCE PLACE  
SUITE 1400  
ITASCA, IL, 60143

BY: \_\_\_\_\_

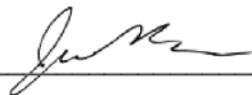
Mayor

BY:  \_\_\_\_\_

President

ATTEST: \_\_\_\_\_

Clerk

ATTEST:  \_\_\_\_\_

Vice President



**Civiltech Engineering, Inc.**  
www.civiltechinc.com

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Two Pierce Place, Suite 1400  
Itasca, IL 60143  
Phone: 630.773.3900  
Fax: 630.773.3975

30 N LaSalle Street, Suite 2624  
Chicago, IL 60602  
Phone: 312.726.5910  
Fax: 312.726.5911

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**Transportation**

**Civil**

**Construction**

**Environmental**

**Water Resources**

**Structural**

**Appraisal**

## EXHIBIT A

May 5, 2021

Mr. Kristin Mehl, P.E.  
Assistant Director of Public Works/Village Engineer  
Village of Roselle  
474 Congress Circle North  
Roselle, IL 60172

**Re:** Small Cell Coordinator  
Proposal/Agreement for Engineering Services

Dear Ms. Mehl:

We are pleased to submit our Proposal/Agreement to furnish professional engineering services to assist the Village as a Small Cell Coordinator.

### SCOPE OF SERVICES

#### Small Cell Coordinator

As the Small Cell Coordinator, Civiltech will be the main point of contact and act as a project manager for the installation of small cells within the Village. Civiltech will assist and collaborate with the Village on establishing a small cell submittal procedures. We will also assist in setting up and maintaining a database to track all small cell applications submitted.

Small Cell are low powered wireless base stations that function like cells in a mobile data wireless network. It is designed to expand comprehensive coverage and provide data capacity in densely populated areas. Typically these small cells are added to street light poles or another existing poles that are already located within the right-of- way. A small cell company can also install their own pole within the right-of-way, with the approval of the Village. The Village reviews small cell applications to ensure the installation meets all engineering, safety, and design standards. Other than ensuring all standards and codes are met for each proposed placement, the village, state or county are prohibited by federal law from taking any action that would prohibit the deployment of wireless systems.

Civiltech will continue to refine small cell procedures to be utilized on all permit applications. Steps that are currently followed consist of the following:

#### Permit Review and Approval

The permit will be reviewed with the following minimum steps:

- Site Review and Inspection Photos
- Coordinate with the wireless company to pay the appropriate fee
- Coordinate and provide Village utility information and atlases for the wireless company



- Plan markups / comments
- Civiltech will send comments back to the small cell company
- Review resubmittal to ensure all comments are addressed
- When the permit is ready for approval, a permit will be signed by the Village and issued by Civiltech

Based on currently enacted laws, the Village, and therefore Civiltech, must meet the following timeliness goals:

- Within thirty (30) days after receiving an application, the Village must determine whether the application is complete and notify the applicant.
- With a complete permit, the Village must either issue or deny a permit application within ninety (90) days or the permit will be considered approved.

### Construction

There are 3 types of small cell installation we are anticipating with the following minimum steps to follow:

1. Wireless company to install a new pole only for 5G antenna and small cell equipment. This pole will be owned by the wireless company.
  - a) Civiltech will coordinate the start date with the contractor and initiate an on-site pre-construction meeting with the contractor, wireless company, and Village (if necessary).
  - b) Post construction walk through to ensure it is built to plan and restoration is completed.
2. Wireless company to install 5G antenna and equipment on a utility pole/infrastructure that is not owned by the Village but is on Village right of way.
  - a) Civiltech will coordinate the start date with the contractor and initiate an on-site pre-construction meeting with the contractor, wireless company, owner of the utility pole/infrastructure, and Village (if necessary).
  - b) Post construction walk through to ensure restoration is completed.
3. Wireless company to install 5G antenna and equipment on a Village owned light pole.
  - a) Civiltech will coordinate the start date with the contractor and initiate an on-site pre-construction meeting with the contractor, wireless company, and Village (if necessary).
  - b) Inspection of light pole foundation and ground rod is at the correct depth before pour and check that the foundation is at the correct level.
  - c) Inspection of lighting electrical wiring and grounding has been properly installed.
  - d) Post construction walk through to ensure restoration is completed.

Any items not installed to the Village's standards shall be coordinated and resolved with the contractor.



**COMPENSATION**

This work will be compensated at the hourly rates provided in the table below. The billing rates below include a multiplier of 2.67 for overhead and profit. Mileage will be compensated at the current federal rate per mile.

Staff Member	Billing Rate
Shirley Choi, P.E.	\$115.50
Derek Mall, P.E.	\$161.50

Civiltech will meet with the Village staff to discuss and collaborate with the Village on establishing a small cell submittal procedure and setting up a database to track all incoming small cell applications submitted. The following table is the anticipated tasks and hours to establish the **initial setup**.

Task No.	Task	Project Manager (hours)	Senior Project Engineer (hours)
1.	Initial Kick-Off Meeting with Village Staff	2	2
2.	Preliminary setup of procedures and creating database for project <ul style="list-style-type: none"> <li>• Develop procedure – Internal (Village) and External (Wireless Companies)</li> <li>• Develop Small Cell permit application/forms</li> <li>• Develop data base / spreadsheet</li> <li>• Provide input to Village GIS to create map of small cell locations within the Village</li> </ul>	2	20
3.	Review meeting with Village on procedures and database	0	2
4.	Finalize procedures and database	1	4
	<b>Total Hours:</b>	<b>5</b>	<b>28</b>
	<b>Billing Rate:</b>	<b>\$161.50</b>	<b>\$115.50</b>
	<b>Cost:</b>	<b>\$807.50</b>	<b>\$3,234.00</b>
	<b>Total Setup Cost:</b>	<b>\$4,041.50</b>	

It is anticipated that each permit for collocation of small cell on Village owned infrastructure will require approximately 11 hours or 9 hours for non-Village owned infrastructure and may be higher depending on the complexity of the actual permit submittal. Using an average of 10 hours per permit at Shirley Choi’s rate of \$115.50, the fee is estimated at **\$1,155.00 for each permit**.



Assuming 20 small cell applications submitted, Civiltech's not to exceed fee for this contract is calculated as follows:

Initial Setup:	\$4,041.50
20 Permits at \$1,155 Avg. (see above)	<u>\$23,100.00</u>
<b>Total Contract Amount:</b>	<b>\$27,141.50</b>

We thank you for the opportunity to submit our proposal, and we look forward to assisting the Village on this project.

Very truly yours,

A handwritten signature in black ink, appearing to read "JRV", is written over a white background.

Jonathan R. Vana, P.E.

**Civiltech Engineering, Inc.**