

AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES

THIS AGREEMENT FOR PROFESSIONAL AND CONSULTING SERVICES (this "Agreement") is entered into this 20th day of May, 2010, in the County of DuPage and the State of Illinois, by and between the Village of Lombard, a municipal corporation and body politic existing under the laws of the State of Illinois (the "Village"), having offices located at 255 E. Wilson Avenue, Lombard, Illinois 60148 and Teska Associates, Inc.. (the "Contractor"), having offices located at 627 Grove Street, Evanston, Illinois 60201. (The Village and the Contractor being sometimes referred to herein individually as a "Party" and collectively as the "Parties.")

For and in consideration of the promises and agreements herein set forth, the Village and the Contractor hereby agree as follows:

ARTICLE 1. CONTRACTOR'S SERVICES

1.1 Scope and Description of Services. The Contractor will perform for the benefit of the Village the services described in Exhibit A, which is attached hereto and incorporated herein (the "Services"). The Contractor must furnish all professional services, labor, materials, tools, equipment and supervision necessary or appropriate to fully perform the Services and all other duties and responsibilities of the Contractor pursuant to this Agreement.

1.2 Standard of Performance. The Contractor must perform all Services required of it under this Agreement in accordance with the practices, methods, standards, degree of judgment and skill that are ordinarily possessed and exercised by (and generally accepted as being appropriate for) nationally recognized professionals of good standing who are performing work which is of similar scope, nature and complexity as the Services (the "Professional Standard").

1.3 Compliance with Laws. In the performance of the Services, the Contractor must comply, and must cause all Contractor Related Parties (as defined below) to comply, and must ensure that the Services comply, with all applicable federal, state and local laws, regulations, rules, ordinances, codes, permits, licenses, approvals, orders, declarations and decrees in effect from time to time (collectively, "Laws").

1.4 Qualifications. The Contractor and any subcontractor, consultant, agent or other entity with which the Contractor contracts to perform a portion of the Services (collectively, the "Contractor Related Parties") must be suitably qualified and experienced to perform the Services in accordance with the requirements of this Agreement and the Professional Standard. To the extent required by any Laws, the Contractor and all Contractor Related Parties must be suitably licensed or certified to perform the Services.

1.5 Key Personnel. Prior to or upon execution of this Agreement, the Contractor shall inform the Village of the names of the key personnel of the Contractor (the "Key Personnel") who will perform or be responsible for supervising performance of the Services on behalf of the Contractor, with said initial Key Personnel being as set forth on Exhibit B, which is attached hereto and incorporated herein. The Contractor

may not remove any Key Personnel from the Services without the prior written consent of the Village, unless such Key Personnel are no longer employed by or affiliated with the Contractor. Key Personnel may only be replaced with the prior written approval of the Village, which approval will not be unreasonably withheld. If so requested by the Village, the Contractor must promptly replace any Key Personnel or Contractor Related Party if, in the opinion of the Village, the performance of such Key Personnel or Contractor Related Party is unsatisfactory.

ARTICLE 2. TERMS OF PAYMENT FOR SERVICES

2.1 Contract Sum. The amount to be paid to the Contractor for the Contractor's performance of the Services (the "Contract Sum") shall be calculated as set forth in Exhibit C, which is attached hereto and incorporated herein, but in no event shall the Contract Sum exceed **One-hundred and twenty-five thousand and no/100 dollars (\$125,000)**.

2.2 Invoices. Each invoice for payment submitted by the Contractor must include (i) a detailed statement of all Services performed and reimbursable expenses incurred (to the extent applicable and approved by the Village) during the period since the last invoice; (ii) a list of all Contractor Related Parties with the itemized cost of their services detailed (if applicable); and (iii) payroll records, time cards, computer records, canceled checks, purchase orders, consulting contracts and such other backup documentation as the Village may reasonably request to substantiate the amounts properly owing to the Contractor. All invoices must be submitted by the first calendar day of the month to the Village to the attention of "William J. Heniff, Director of Community Development".

2.3 Sworn Statements and Lien Waivers. To the extent required by applicable Law or requested by the Village, the Contractor must also submit to the Village (all in a form reasonably satisfactory to the Village) with each invoice a sworn statement setting forth all Contractor Related Parties retained by the Contractor in connection with the performance of the Services, together with a lien waiver from the Contractor and each such Contractor Related Party covering the amounts for which payment is then being sought.

2.4 Payment of Amounts Due. The Village will pay all amounts properly owing to the Contractor as set forth in each invoice within forty-five (45) days following receipt of such invoice. However, if the Village objects to all or any portion of any invoice, the Village will so notify the Contractor within twenty (20) days after receipt of such invoice, giving the Contractor reasons for the objection, and the Village will not pay that portion of the invoice which is in dispute. The Village will, however, pay any portion of the invoice not in dispute within said forty-five (45) day period.

2.5 Withholding Payment. Notwithstanding anything to the contrary herein contained, no compensation will be paid to or claimed by the Contractor for services required to correct deficiencies attributable to errors or omissions of the Contractor or Contractor Related Parties, and all such errors or omissions must be corrected by the Contractor at the Contractor's sole cost and expense. Notwithstanding anything to the contrary herein contained, the Village has the right to withhold from payment due the

Contractor such sums as are reasonably necessary to protect the Village against any loss or damage which may result from: (i) the negligence of or unsatisfactory Services of the Contractor or Contractor Related Parties; (ii) the failure by the Contractor or any Contractor Related Parties to perform the Contractor's obligations hereunder; or (iii) claims filed against the Village relating to the Services. Any sums withheld from the Contractor as provided in this Article, and subsequently determined to be due and owing to the Contractor, will be paid to the Contractor.

2.6 Records. The Contractor's records relating to the Services must be kept in accordance with generally accepted principles of accounting consistently applied and must be retained by the Contractor for a period of not less than five (5) years following the completion of the Services. Such records must be available to the Village or any authorized representative of the Village, upon reasonable prior notice, for audit and review during normal business hours at the Village offices, 255 E. Wilson Avenue, Lombard, Illinois. In addition, such records must be available, upon reasonable prior notice, for audit and review by the Regional Transportation Authority ("RTA") the Illinois Department of Transportation ("IDOT") (if IDOT is providing funding for all or any portion of the Contract Sum), the Federal Transportation Administration (the "FTA") (if the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum.

ARTICLE 3. TIME FOR COMPLETION OF SERVICES

3.1 Term of Agreement. The term of this Agreement shall begin on the execution date of this agreement and end on October 21, 2010 (the "Term"). The Contractor must complete all Services within the Term. The Contractor must furnish such manpower, materials, facilities, and equipment and must work such hours, including overtime operations, as may be necessary to ensure the progress and completion of the Services within the Term. Time is of the essence in this Agreement. However, in the event of unforeseen delays that are caused by actions of the Village, the deadline may extend past October 21, 2010 provided the Contractor provides written notice to the Village requesting an extension at least 30 days in advance. Such an extension (due to a delay caused by the Village) may be granted by the Village and the Contractor will be notified in writing.

3.2 Unavoidable Delay. If the Contractor is delayed in the delivery of the Services pursuant to this Agreement by an Excusable Event (as defined below) legitimately beyond its reasonable control, it must, immediately upon gaining knowledge of such Excusable Event, give written notice to the Village and request an extension of time for completion of this Agreement. The Village will examine the request and determine if the Contractor is entitled to an extension. The Village will notify the Contractor of the decision in writing, and that decision will be final and binding. By permitting the Contractor to proceed with the Services or any part of them, after such an extension, the Village in no way waives its rights, if any, under this Agreement, at law or in equity, if the Services under this Agreement has been completed by the date of any such extension. An "Excusable Event" is an act or neglect of the Village, a material change in the Services ordered by the Village, fire, unusual delay in deliveries, unavoidable casualties or other causes which are not reasonably foreseeable and are beyond the Contractor's reasonable control.

3.3 Progress Reports. The Contractor must prepare and submit monthly progress reports describing the Services performed in the prior month and anticipated to be performed in the following one-month period.

ARTICLE 4. INDEPENDENCE OF CONTRACTOR; EMPLOYEES AND SUBCONTRACTORS

4.1 Independent Contractor. The Contractor is engaged by the Village only for the purpose and to the extent set forth in this Agreement, and the Contractor's status during the period of this engagement is that of an independent contractor and nothing herein will at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint venturers between the Village and the Contractor, or between the respective officers, directors, partners, managers, employees or agents of the Village and the Contractor. The Contractor will not be an employee or agent of the Village, nor claim to be acting as such, and will have no authority whatsoever to bind the Village, waive any contractual requirements or make any statements or representations on behalf of the Village.

4.2 Responsibility for Employees. The Contractor is solely responsible for the compensation, benefits, contributions and taxes, if any, of all employees of the Contractor and Contractor Related Parties. The Contractor must at its own expense comply with all applicable worker's compensation, unemployment insurance, employer's liability, tax withholding, minimum wage and hour, and other Laws.

4.3 Contracts with Contractor Related Parties. The Contractor will not contract with any Contractor Related Party for performance of a portion of the Services without first securing the Village's approval of the proposed Contractor Related Party. Each contract with a Contractor Related Party must: (i) require such Services to be performed in accordance with the requirements of this Agreement, including without limitation the requirements of all applicable Laws and the Professional Standard; (ii) require the Contractor Related Party to agree to be bound by all the terms and conditions of this Agreement applicable to the Contractor and/or Contractor Related Parties; and (iii) contain such other terms and conditions as the Village may reasonably request. The Contractor shall be responsible for payments to Contractor Related Parties out of the Contract Sum or other funds of the Contractor.

ARTICLE 5. WARRANTIES AND REPRESENTATIONS

In connection with the execution of this Agreement, the Contractor warrants and represents as follows:

5.1 Feasibility of Performance. The Contractor (i) has carefully examined and analyzed the provisions and requirements of this Agreement, including all Exhibits hereto; (ii) understands the nature of the Services required; (iii) from its own analysis has satisfied itself, to the extent reasonably possible, as to the nature of all things needed for the performance of this Agreement and all other matters that in any way may affect this Agreement or its performance; (iv) represents that this Agreement is feasible of performance in accordance with all of its provisions and requirements; and (v) can

and will perform, or cause to be performed, the Services in accordance with the provisions and requirements of this Agreement.

5.2 Ability to Perform. The Contractor hereby represents and warrants to the Village, with the intention that the Village rely thereon in entering into this Agreement, that: (i) the Contractor is financially solvent; (ii) the Contractor, and each Contractor Related Party, has the training, capability, experience, expertise, and licensing necessary to perform the Services in accordance with the requirements of this Agreement and the Professional Standard; (iii) the Contractor possesses and will keep in force all required licenses, permits and accreditations to perform the Services; (iv) the Contractor has full power to execute, deliver and perform this Agreement and has taken all necessary action to authorize such execution, delivery and performance; (v) the individual(s) executing this Agreement are duly authorized to sign the same on the Contractor's behalf and to bind the Contractor hereto; and (vi) the Contractor will perform the Services described herein promptly, diligently and continuously with an adequate number of qualified personnel to ensure such performance.

5.3 Professional Standard. The Contractor hereby covenants and agrees that: (i) the Contractor will perform all Services described in this Agreement in accordance with the Professional Standard; and (ii) all Developments (as defined below) will comply with the Professional Standard.

5.4 Ineligibility. The Contractor is not barred or ineligible and will not knowingly use the services of any Contractor Related Party barred or ineligible for contracts by any federal, state or local governmental agency or applicable Laws for any purpose in the performance of the Services.

5.5 Unauthorized Code. Any Developments in electronic form will be free, at the time of receipt by Village, of any computer virus, software locks or other such unauthorized code. Unauthorized code includes harmful programs or data incorporated into the software which destroys, erases, damages or otherwise disrupts the normal operation of the software or other programs, hardware or systems utilized by Village or allows for unauthorized access to the software or other programs, hardware or systems utilized by the Village. Unauthorized code also includes any mechanism, such as password checking, CPU serial number checking or time dependency, that could hinder Village's freedom to fully exercise its license rights under this Agreement.

ARTICLE 6. INSURANCE

6.1 Coverage Amounts. During the term of the contract, the Contractor shall provide the following types of insurance in not less than the specified amounts:

- i. Comprehensive General Liability - \$1,000,000.00 per occurrence;
- ii. Auto Liability – Combined Single Limit Amount of \$1,000,000.00 on any Contractor owned, and/or hired, and/or non-owned motor vehicles engaged in operations within the scope of this contract;

- iii. Workers Compensation – Statutory; Employers Liability - \$1,000,000.00 (the policy shall include ‘a waiver of subrogation’);
- iv. Umbrella coverage - \$1,000,000.00 (this shall apply to General Liability, Auto Liability and Professional Liability, except if the amount for Professional Liability exceeds these combined limits, then Umbrella Coverage does not need to apply to Professional Liability); and
- v. Professional Liability - \$1,000,000.00

6.2 Proof of Coverage. The Contractor shall furnish to the Village satisfactory proof of coverage of the above insurance requirements, by a reliable company or companies, before commencing any work. Such proof shall consist of certificates executed by the respective insurance companies and filed with the Village. Said certificates shall contain a clause to the effect that, for the duration of the contract, the insurance policy shall be canceled, expire or changed so as to the amount of coverage only after written notification 30 days in advance to the Village. In addition, said certificates shall list the Village and its officers, agents and employees and the RTA and its officers, agents and employees as additional insureds on all required insurance policies except the policy for professional liability.

6.3 Sub-Consultant Insurance. The Contractor shall require sub-consultants, if any, not protected under the Contractor’s policies, to take out and maintain insurance of the same nature in amounts, and under the same terms, as required of the Contractor.

ARTICLE 7. INDEMNIFICATION AND LIMITATION OF LIABILITY

7.1 General Indemnification. To the fullest extent permitted by law, the Contractor will indemnify, defend and hold harmless the Village, RTA, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries (personal or bodily), property damage, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys’ fees, arising or resulting from, or occasioned by or in connection with (i) the performance by the Contractor and any Contractor Related Parties of the Services and other duties and obligations under this Agreement, (ii) any act or omission to act by the Contractor, any Contractor Related Parties, anyone directly or indirectly employed by them, their agents or anyone for whose acts they may be liable, and/or (iii) any breach, default, violation or nonperformance by the Contractor of any term, covenant, condition, duty or obligation provided in this Agreement. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any other party under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefits acts, or limited pursuant to any common law or case law.

7.2 Indemnity for Intellectual Property Claims. In addition to the indemnification provided in Section 7.1, Contractor will indemnify, defend and hold harmless the Village, RTA, IDOT (if IDOT is providing funding for all or any portion of the Contract Sum), the FTA (if the FTA is providing funding for all or any portion of the Contract Sum), any other governmental agency providing funding for all or any portion of the Contract Sum, and their officers, directors, employees, agents, affiliates and representatives, from and against any and all claims, demands, suits, liabilities, injuries, causes of action, losses, expenses, damages or penalties, including, without limitation, court costs and attorneys' fees, arising or resulting from, or occasioned by or in connection with any and all claims which are based upon or make the contention that any of the Developments or other materials supplied to the Village or used by the Village in the manner recommended by the Contractor, in whole or in part, constitute infringement of any copyright, trademark, patent, trade secret or other proprietary rights of any third party. This indemnification, defense and hold harmless obligation will survive the termination or expiration of this Agreement, whether by lapse of time or otherwise. This indemnification obligation will not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any other party pursuant to any common law or case law.

7.3 No Liability for Consequential Damages. In no event will the Village be liable to the Contractor, whether such liability arises in tort, in equity or in contract, for incidental, indirect or consequential damages, including, but not limited to, loss of profits or revenue, loss of use of equipment or facilities, cost of capital, underutilization of equipment, facilities or labor, or downtime costs, except as provided in Section 12.5.

7.4 No Liability of Public Officials. No official, employee or agent of the Village will be charged personally by the Contractor, or by any assignee or Contractor Related Parties, with any liability or expenses of defense or be personally liable to them under any term or provision of this Agreement, or because of the Village's execution or attempted execution, or because of any breach hereof.

7.5 No Liability of Funding Agencies. RTA, IDOT, the FTA and any other governmental agencies providing funding to pay all or a portion of the Contract Sum will not be subject to any obligations or liabilities by or to the Contractor or Contractor Related Parties in connection with the Services, notwithstanding any concurrence in the retention or solicitation of the Contractor or Contractor Related Parties.

ARTICLE 8. RECORDS, DEVELOPMENTS AND INTELLECTUAL PROPERTY RIGHTS

8.1 Definition of Developments; Intellectual Property Rights.

1. All concepts, works, information, data, computer programs and other ideas and materials developed, invented, prepared or discovered by the Contractor or any of its employees, agents or Contractor Related Parties, either alone or in collaboration with others, which relate to the actual or anticipated activities, business or research of the Village, which result from or are suggested by the Services or any other work the Contractor or the Contractor

Related Parties may do for the Village, or which result from use of the Village's premises or property (collectively, the "Developments") and any trademark, trade secret, copyright, patent, common law right, title or slogan or any other proprietary right ("Proprietary Rights") in such Developments will be the sole property of the Village, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)). The Contractor hereby assigns (and agrees to cause all Contractor Related Parties to assign) to the Village, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) the Contractor's (or the Contractor Related Parties') entire right and interest in any such Development, and will execute (or cause the Contractor Related Parties to execute) any documents in connection therewith that the Village may reasonably request; provided that to the fullest extent permissible by applicable Law, any and all copyrightable aspects of the Developments will be considered "works made for hire." The Contractor agrees to enter into agreements with all of its Contractor Related Parties necessary to establish the Village's ownership in the Developments (and the ownership in the Developments of RTA (and the ownership in the Developments of IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding))), and the Contractor agrees to provide the Village with copies of such agreements if requested by the Village. The foregoing does not apply to any inventions that the Contractor made prior to the Contractor's retention by the Village, or to any inventions that the Contractor develops without using any of the Village's equipment, supplies, facilities or Confidential Information and that do not relate to the Services or the Village's business or research, or the Services the Contractor performs for the Village. The Contractor hereby grants to the Village, RTA, (and IDOT (to the extent IDOT is providing funding for all or any portion of the Contract Sum), the FTA (to the extent the FTA is providing funding for all or any portion of the Contract Sum) and any other governmental agency providing funding for all or any portion of the Contract Sum (to the extent of such funding)) a perpetual, irrevocable, non-exclusive right and license, with the right to sublicense, to use all materials, software, technology, data or other goods or services, that are not Developments but that are required

to use fully and completely the Developments. The Contractor will provide to the Village materials that are not Developments only to the extent the Contractor has the right to make the foregoing license.

2. This Agreement will not preclude the Contractor from using its general knowledge, skills and experience for its other clients, provided that the Contractor does not use in connection therewith any Developments or Confidential Information
3. At all times during the term of this Agreement, upon request from the Village and upon termination or expiration of this Agreement, the Contractor will immediately provide to the Village the then-current version of any Developments in the Contractor's possession, indexed and arranged to the satisfaction of the Village.

ARTICLE 9. CONFIDENTIALITY

9.1 Confidential Information. "Confidential Information" shall mean all information, whether in written, verbal, graphic, electronic or any other form, which is disclosed to or observed by the Contractor in the course of its performance of Services hereunder. Confidential Information will include Developments, business plans, forecasts, projections, analyses, Village employee and vendor information, software (including all documentation and codes), hardware and system designs, architectures and protocols, specifications, manufacturing, logistic and sale processes.

9.2 Use of Confidential Information. The Contractor will use Confidential Information only in connection with Contractor's performance of the Services, and will not disclose Confidential Information except to the Contractor's employees and Contractor Related Parties to the extent such employees or Contractor Related Parties need to know such Confidential Information in connection with the performance of the Services. In addition to the requirements of the foregoing sentence, if the Contractor wishes to disclose Confidential Information to a Contractor Related Party, the Village must first consent to such disclosure and the Contractor Related Party must agree in writing to be bound by the terms and conditions of this Article 9, in a document satisfactory to the Village. The Contractor will be responsible and liable for any unauthorized disclosure, publication or dissemination by any party who obtained Confidential Information from the Contractor, including Contractor's employees and Contractor Related Parties. This Article 9 does not apply to any information that (i) the Contractor can demonstrate that it possessed prior to the date of this Agreement without obligation of confidentiality, (ii) the Contractor develops independently without use of any Confidential Information, (iii) the Contractor rightfully receives from a third party without any obligation of confidentiality to such third party, (iv) is or becomes publicly available without breach of this Agreement, or (v) must be disclosed as required under applicable Law; provided, however, that the Contractor must give the Village reasonable notice prior to such disclosure and will reasonably cooperate with any efforts requested by the Village to limit the nature or scope of the disclosure.

9.3 Authority Confidential Information. The Contractor understands and acknowledges that the Village may use software provided in connection with this Agreement in connection with Confidential Information of the Village. Any such use of software shall not alter the Contractor's obligations and the Village's rights with respect to Confidential Information described in Section 9.2 above.

ARTICLE 10. EMPLOYMENT CONDITIONS

10.1 Equal Employment Opportunity Clause. In the event of the Contractor's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act (775 ILCS 5/1 *et seq.*) (the "Human Rights Act") or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (for the purposes of this Article 10, the "Department"), the Contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may, in addition to any remedies provided pursuant to this Agreement, 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 Contractor agrees as follows:

- (i) 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, sexual orientation, 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.
- (ii) 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.
- (iii) 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 on the basis of race, color, religion, sex, marital status, national origin or ancestry, age, sexual orientation, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (iv) 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 Contractor's obligations under the Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with such Human Rights Act and Rules

and Regulations, the Contractor will promptly so notify the Department and the Village and will recruit employees from other sources when necessary to fulfill its obligations thereunder.

- (v) 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 Village, and in all respects comply with the Human Rights Act and the Department's Rules and Regulations.
- (vi) That it will permit access to all relevant books, records, accounts and work sites by personnel for the Village and the Department for purposes of investigation to ascertain compliance with the Human Rights Act and the Department's Rules and Regulations.
- (vii) That it will include verbatim or by reference the provisions of this clause 10.1 in every subcontract it awards under which any portion of this Agreement's obligations are undertaken or assumed so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause 10.1 by such subcontractors, and it will promptly notify the Village and the Department in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

10.2 Public Works Employment Discrimination Act. The Contractor certifies and agrees that it will comply with the Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*). In confirmation and furtherance of the foregoing, the Contractor agrees that no person shall be refused or denied employment in any capacity on the ground of unlawful discrimination, as that term is defined in the Human Rights Act, nor be subjected to unlawful discrimination in any manner, in connection with the contracting for or the performance of any work or service of any kind, by, for, on behalf of, or for the benefit of the Village, including without limitation, the Services to be provided pursuant to this Agreement.

10.3 Drug-Free Workplace. The Contractor certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof.

10.4 Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR Part 26.13(a), as amended, the Contractor assures the Village that it shall not discriminate on the basis of race, color, national origin or sex in the implementation of the Services and in the award and performance of any subcontract or other third party contract supported with Federal assistance derived from the U.S. Department of Transportation ("USDOT") or in the administration of its Disadvantaged Business Enterprise ("DBE") program, if required pursuant to 49 CFR Part 26, as amended, or the requirements of 49 CFR Part 26, as amended. The Contractor assures the Village that

it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all subcontracts and third party contracts supported with Federal assistance derived from USDOT. The Contractor's DBE program, if required by 49 CFR Part 26, as amended, is incorporated by reference and made a part of this Agreement for the purposes of any Federal assistance awarded by the FTA or USDOT. If required by 49 CFR Part 26, as amended, implementation of such a DBE program is a legal obligation of the Contractor, and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Contractor of its failure to implement its approved DBE program, if required by 49 CFR Part 26, as amended, USDOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Civil Remedies Act, 31 U.S.C. 3801 *et seq.*, as amended. The Contractor further agrees to comply with all reasonable procedural, reporting and invoicing requirements that the Village may now or hereafter establish in order to comply with the DBE laws, rules and requirements that may apply to the Village and/or to this Agreement.

ARTICLE 11. APPROPRIATION OF FUNDS

11.1 Authority Appropriation. The Village and the Contractor agree that, if the term of this Agreement extends beyond the current fiscal year of the Village (the current fiscal year being the year in which the first date of the term of this Agreement falls), this Agreement is subject to the appropriation of funds by the Village's Board of Trustees for each subsequent year. If the Village fails to make such an appropriation, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount.

11.2 Appropriation by Other Funding Agencies. To the extent RTA, IDOT, the FTA or another governmental agency is providing funding to pay all or a portion of the Contract Sum, this Agreement and the obligation of the Village to pay the Contract Sum is contingent upon approval of this Agreement (if required by the relevant governmental agency) and appropriation of the relevant funding by the relevant governmental agency (which may in turn be contingent upon an appropriation of funds to such governmental agency by the Illinois General Assembly or the federal government). If any such governmental agency fails to approve this Agreement (if approval is required by the governmental agency), appropriate such funding or provide such funding, the Village may terminate this Agreement and the Contractor will be entitled to receive, as its sole and exclusive remedy, compensation for Services properly performed to the date of termination to the extent the Village has funds available and appropriated to pay the Contractor such amount. Upon the request of the Contractor, the Village will inform the Contractor as to whether any governmental agency other than the Village is providing funding to pay all or a portion of the Contract Sum and the status of approval of this Agreement by any such agency. In the event of a conflict between this Agreement and any funding agreement between the Village and a governmental agency providing funding to pay all or a portion of the Contract Sum, the terms of such funding agreement will control.

ARTICLE 12. EVENTS OF DEFAULT, REMEDIES, TERMINATION AND STOP WORK ORDER

12.1 Events of Default. The following will constitute events of default (“Events of Default”) hereunder:

- (i) Any material misrepresentation, whether negligent or willful and whether in the inducement or in the performance of this Agreement, made by the Contractor to the Village, or any material breach of a representation, covenant or warranty of the Contractor made herein.
- (ii) The Contractor’s failure to perform any of its obligations under this Agreement, including, but not limited to, the following:
 - (a) failure to perform the Services or any portion thereof with sufficient personnel and equipment or with sufficient material to ensure the performance of the Services;
 - (b) failure to perform the Services in accordance with the standards of performance applicable thereto;
 - (c) insolvency, filing of bankruptcy or assignment for the benefit of creditors;
 - (d) failure to comply with a material term of this Agreement; or
 - (e) any other acts specifically and expressly stated in this Agreement as constituting an Event of Default.
- (iii) Any change in ownership or control of the Contractor without the prior written approval of the Village, which consent will not be unreasonably withheld.

12.2 Declaration of Default. The Village will notify the Contractor of any circumstances that the Village believes to be an Event of Default and will allow the Contractor a reasonable amount of time to proceed to cure such Event of Default (which period of time will be no more than thirty (30) calendar days). If the Contractor has failed to proceed to cure the Event of Default within such cure period, the Village may declare the Contractor to be in default; provided, however, if such Event of Default cannot reasonably be cured within the cure period, the Village may, in its sole discretion, allow the Contractor additional time in which to cure such Event of Default so long as the Contractor diligently pursues such cure.

Written notification of any decision of the Village to declare the Contractor in default will be provided to the Contractor, and such decision will be final and effective upon the Contractor’s receipt of such notice. The Village has the sole discretion to declare the Contractor in default.

12.3 Remedies for Default. Upon giving notice of a declaration of default due to the occurrence of an Event of Default, the Village may invoke any or all of the following remedies:

- (i) the right to take over and complete the Services, either directly or through others;
- (ii) the right to terminate this Agreement effective at a time specified by the Authority;
- (iii) the right to seek specific performance, an injunction or any other appropriate remedy;
- (iv) the right to recover money damages;
- (v) the right to withhold all or any part of the Contractor's compensation hereunder; and/or
- (vi) the right to require the Contractor to discontinue any Services and deliver all materials accumulated in the performance of the Services, whether completed or in process, to the Village.

12.4 Remedies Nonexclusive. The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each and every such remedy will be cumulative and will be in addition to any other remedies, existing now or hereafter, at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default will impair any such right or power, nor will it be construed as a waiver of any Event of Default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

12.5 Right of Authority to Terminate. The Village may terminate this Agreement at any time hereafter, with or without cause, by giving seven (7) days' written notice to the Contractor at the address specified in Section 13.7. Termination will be effective upon the expiration of such seven (7) day period or on such other date as mutually agreed by the Parties. In the event the Village terminates this Agreement other than for breach hereof by the Contractor or for the reasons set forth in Sections 11.1 or 11.2, the Village agrees to pay the Contractor, and the Contractor agrees to accept as its sole remedy, cancellation charges equal to the remaining unpaid costs accrued and obligated to date of cancellation, plus the remaining unpaid portion of the Contractor's profit based on the portion of Services then performed to the total Services that would have been performed.

12.6 Stop Work Order. The VILLAGE may at any time, by delivering written notice to the Contractor, require the Contractor to stop all or any part of the performance of Services required by this Agreement (a "Stop Work Order") for a period of up to ninety (90) days after the Contractor receives a Stop Work Order. Upon receipt of the Stop Work Order, the Contractor will comply with its terms and take all reasonable steps to minimize costs for Services covered by the Stop Work Order during the period of

work stoppage. Within a period of ninety (90) days after the Contractor's receipt of a Stop Work Order, or within any extension of that period to which the Contractor and the Village have agreed in writing, the Village will either cancel the Stop Work Order, or terminate this Agreement pursuant to the terms hereof. Provided this Agreement has not theretofore been terminated, the Contractor will resume performance of Services upon cancellation or expiration of any Stop Work Order. An equitable adjustment will be made in the Contract Sum if the Stop Work Order causes a demonstrable increase in the time required for performance of the Services and/or in the Contractor's costs in performing such Services, as the case may be.

ARTICLE 13. GENERAL PROVISIONS

13.1 Contract Documents. Each of the following described documents (the "Contract Documents") (copies of which are attached hereto) is hereby incorporated herein and forms a part of this Agreement:

Exhibit A: Scope of Services

Exhibit B: Key Personnel

Exhibit C: Payment Terms

13.2 Conflicts among Contract Documents. In the event of a conflict between the terms of this Agreement and the terms of any of the other Contract Documents, the terms of this Agreement will govern.

13.3 Amendments. This Agreement, including all Exhibits hereto and any addenda thereto, constitutes the entire Agreement between the Contractor and the Village. It supersedes all prior or contemporaneous communications, representations or agreements, whether oral or written, relating to the Services set forth in this Agreement. No modification, addition, deletion, etc., to this Agreement will be effective unless and until such changes are reduced to writing and executed by the authorized officers of each Party.

13.4 Assignment. This Agreement will be binding upon, and inure to the benefit of, the respective successors, assigns, heirs and personal representatives of the Village and the Contractor. The Village must approve any successor to the Contractor's rights under this Agreement in writing. Any successor will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

13.5 Solicitation and Employment. The Contractor will not employ any person employed by the Village at any time during the term of this Agreement to perform any Services required by the terms of this Agreement. The Contractor will not solicit for employment any of the Village's employees during the term of this Agreement without the prior consent of the Village.

13.6 Governing Law. This Agreement will be interpreted under, and governed by, the laws of the State of Illinois. The Contractor agrees to exclusive jurisdiction of Illinois state and federal courts for the resolution of any dispute related to this Agreement.

13.7 Notices. All notices given under this Agreement will be in writing and will be deemed properly served if delivered in person to the individual to whom it is addressed or three (3) days after deposit in the United States mail, if sent postage prepaid by United States registered or certified mail, return receipt requested, as follows:

If to the Village: William J. Heniff
Director of Community Development
Village of Lombard
255 E. Wilson Avenue
Lombard, IL 60148

If to the Contractor: Teska Associates, Inc.
627 Grove Street
Evanston, IL 60201
Attn: Konstantine T. Savoy, Principal

The foregoing addresses may be changed from time to time by notice to the other party in the manner provided for herein.

13.8 Interpretations. The headings of this Agreement are for convenience of reference only and in no way define, limit or describe the scope or intent of this Agreement. Words importing the singular number will include the plural number and vice versa, unless the context otherwise indicates. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibits or documents entered into in accordance with the terms and conditions hereof and thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties and obligations of such persons or entities in accordance with the terms and conditions of this Agreement.

13.9 Joint and Several Liability. In the event that the Contractor, or its successors or assigns, if any, is comprised of more than one individual or other legal entity (or combination thereof), then and in that event, each and every obligation or undertaking herein stated to be fulfilled or performed by the Contractor will be the joint and several obligation and undertaking of each such individual or other legal entity.

13.10 Severability. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement will not affect the remaining portions of this Agreement or any part thereof.

13.11 No Waiver. No course of dealing or failure of the Village and/or the Contractor to enforce strictly any term, right or condition of this Agreement shall be

construed as a waiver of such term, right or condition or other term, right or condition of this Agreement. No express waiver of any term, right or condition of this Agreement shall operate as a waiver of any other term, right or condition.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates recited below.

TESKA ASSOCIATES, INC.

VILLAGE OF LOMBARD

By _____

By _____

(Print Name) _____

WILLIAM J. MUELLER

Title _____

Title: VILLAGE PRESIDENT

Business Entity _____
(Corporation, Partnership, etc.)

Date: _____

Date: _____

Attest

Attest

By _____

By _____

BRIGITTE O'BRIEN

Title _____

Title VILLAGE CLERK

EXHIBIT A
To an Agreement for Professional Consulting Services Entered Into Between the
VILLAGE OF LOMBARD and TESKA ASSOCIATES, INC.
(the "Agreement")

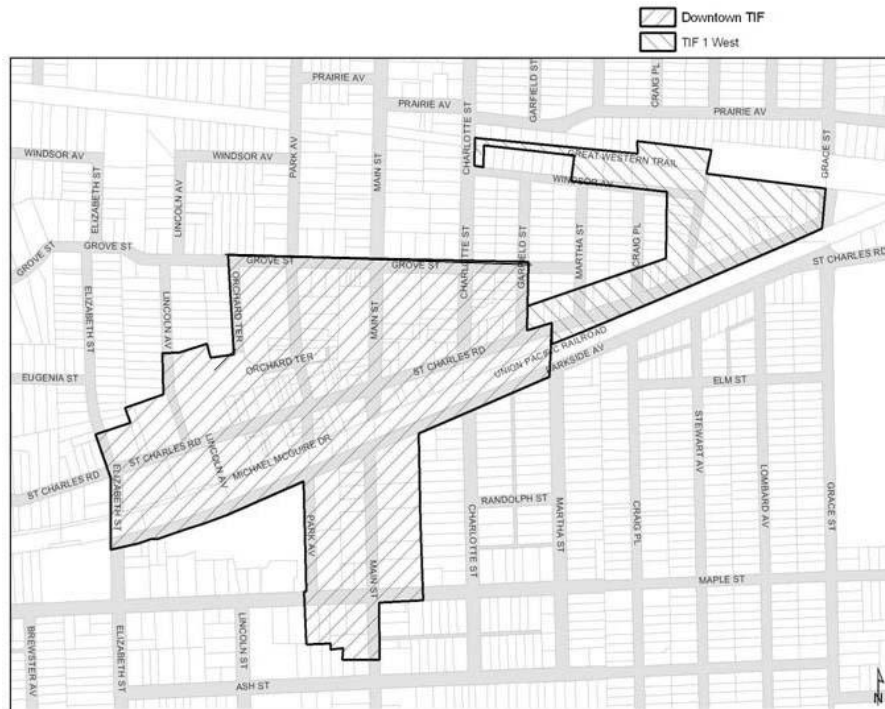
VILLAGE OF LOMBARD
Downtown Plan
Scope of Work

Work Plan

The Work Plan provided in this section outlines the approach that the Consultant Team will undertake for the preparation of development concepts and an implementation plan for the Lombard Downtown Plan. The Work Plan is comprised of eleven tasks. While individual tasks may be handled by a particular firm, the Consultant Team -- under the leadership of Teska -- will collaborate throughout the planning process, particularly with Village staff and the Working Group, to coordinate efforts, share information, discuss alternative approaches, and reach team consensus on preferred design, planning, and engineering solutions.

Study Area

The general boundaries for the study area are from Elizabeth Street to the west and Grace Street to the east and from Grove Street to the north to Maple Street to the south. This encompasses the Downtown TIF plus the St. Charles Road TIF 1 West area to the east. Priority development sites include: 101 S. Main Street and the Hammerschmidt Property (7-37 E. St. Charles Road).



Task 1: Working Group Participation

At the onset of the planning process, the Village will form a Working Group, which will help guide the process ensuring input and representation from a broad range of committees, organizations, and agencies. The Working Group will be comprised of Village staff and representatives from the RTA, Metra, and Pace.

Task 1.1: Kick-Off Meeting

The project will begin with a Kick-Off Meeting with the Working Group, which will be comprised of three components: (1) discussion of administrative matters, (2) discussion of preliminary issues and ideas, and (3) a walking tour of the Study Area.

(1) Discussion of Administrative Matters

The administrative component of the Kick-Off Meeting will include a review of the overall project objectives, the Work Plan, the project timeline, availability and collection of data sources, and applicable design and planning standards. In addition, the roles and responsibilities of the different project participants, including the Working Group, Village staff, and the Consultant Team, will also be discussed.

Just as the Village's multi-year Downtown visioning process was guided by an interactive process with the support of public input via workshops, surveys, and discussions, the development concepts and implementation plan for the Lombard Downtown Plan will also require the support and feedback from the public to ensure the proposed concept plans aligns with the characteristics and goals envisioned by the community. As a result, a list of key stakeholders from the community will be identified at the Kick-Off Meeting. These stakeholders may be called upon at various points throughout the planning process to provide input on specific elements of the project or expound on information presented in existing reports, including the Lombard Commuter Parking Study (2007), Lombard Downtown Plan Framework (2009), Downtown Visioning Summary (2009), Downtown Landscape Enhancement Recommendations (2009), and Downtown Lombard Market Analysis (2010).

As another output of this meeting, the following communications parameters will be defined:

- Internal Communication Process. The Consultant Team will provide regular project updates to Village staff in order to review progress, provide materials for public presentations, and request assistance on issues that arise during the planning process. Internal communication will consist of telephone calls and e-mail correspondence.
- External Communication Process. The Consultant Team will provide regular project updates to the public with guidance from Village staff. The Consultant Team will provide materials to Village staff that are appropriately formatted for inclusion on a project website and for publication in print form. External communication will consist of face-to-face meetings, telephone calls, e-mail correspondence, website postings, and Village publications (where applicable).

(2) Discussion of Preliminary Issues & Ideas

After taking care of the administrative matters, the second component of the Kick-Off Meeting will focus on gathering input from the Working Group regarding the existing characteristics of the Study Area as well as any obstacles that may need to be overcome to complete the project. Working Group members will also be provided the chance to express their general perspectives on how they envision the design and

development of the Study Area. The discussion will be designed as an interactive session to engage the group and stimulate dialogue.

(3) Walking Tour of Study Area

The Kick-Off Meeting will conclude with a walking tour of the Study Area. Led by Village staff, the Working Group and Consultant Team will familiarize themselves with the physical layout and characteristics of the Study Area. The Consultant Team will make note of key sites or elements that will need further investigation during the consultant field studies.

» Deliverables (for the meeting): Materials for the Kick-Off Meeting, including an agenda, PowerPoint presentation summarizing an initial overview of the planning process, walking tour map, and other materials needed for interactive discussion

» Deliverables (post-meeting): Summary of the Kick-Off Meeting; a list of stakeholders to engage in community involvement; and a revised project timeline and Work Plan, as appropriate

Task 1.2: Project Website

Throughout the project, the consultant will produce, update, and maintain a project website for the Downtown Plan. This website will, at a minimum, contain a project timeline, project documents for downloading and public viewing, and detailed information about the planning process. The website will also have a communication tool that will allow the public to provide feedback into the plan development process. Once the Downtown Plan is adopted, the website will transition into a “live” resource with information on available properties and Village resources for potential and current downtown property owners, residents, and businesses.

Task 1.3: Administrative Details of the Working Group

The following administrative details of the Working Group will provide the framework within which feedback will be transmitted between the key project participants, particularly with the Village acting as the point of contact between the Working Group and the Consultant Team. These administrative details will be discussed at the Kick-Off Meeting.

Working Group Review of Draft Deliverables

While the Working Group will provide comments on draft concepts and interim deliverables throughout the planning process, all deliverables will remain in draft form throughout the course of the project and will not be revised without the consent of the Village. Any portions of these products that are incorporated into the Final Plan document will include relevant comments from the Working Group. The only deliverable from the Work Plan that will be considered “final” is the Final Plan described in Task 10.

Working Group Flow of Comments

To ensure efficient transmission of information and to avoid duplicative feedback, all Working Group comments on the draft deliverables should be provided directly to the Village. Village staff will then consolidate all comments and contact Working Group members as needed to clarify issues or resolve any conflicts. One set of comments for each draft deliverable will then be presented to the Consultant Team. Copies of this one set of comments will also be provided to the entire Working Group, so everyone understands which comments were provided to the consultant. As noted above, any portions of the draft deliverables that are incorporated into the Final Plan by the Consultant Team will include relevant comments made by the Working Group.

Task 2: Background Data Review

The Consultant Team will base the development concepts and implementation plan for the Lombard Downtown Plan on up-to-date assessments of existing physical and market conditions, parking needs, community vision, and recommendations from the 2009 Lombard Downtown Plan. Literature review and field studies conducted will be the primary approach to the Consultant Team's background data review. While many of the Village's existing documents relating to planning and visioning for Downtown Lombard are relatively recent, a series of stakeholder focus groups will help the Consultant Team verify information or make note of any changes in perspectives relating to Downtown Lombard. Based on findings from the stakeholder focus groups and consultant field studies, the existing conditions assessment and market assessment will be refined to reflect any relevant changes in the community or market area.

Task 2.1: Data Collection & Literature Review

The Consultant Team will assemble existing data provided by the Village and compiled from other sources. The Lombard Commuter Parking Study (2007), Lombard Downtown Plan Framework (2009), Downtown Visioning Summary (2009), Downtown Landscape Enhancement Recommendations (2009), and Downtown Lombard Market Analysis (2010) will provide the baseline from which the data collection will be established, particularly determining any gaps or needs for updated information. In addition to these existing Village documents, other data collected from the Village will include the following: past and current planning and transportation studies; relevant Village codes and ordinances; property and real estate data; and contact information of businesses, property owners, and other relevant stakeholders.

In addition to documents, the Village will provide the Consultant Team with available data from its internal mapping system that can be integrated with aerial photographs and any major environmental conditions, particularly topography. The Consultant Team will ensure all information is up-to-date for existing and future land uses, planned projects, roadways, pathways, utility improvements, zoning, and other information relevant to the project. The mapping data will be used in Task 2.2 to create a base map for the project.

In addition, the Consultant Team will acquire relevant data from RTA, Metra, and Pace for existing studies, including projected ridership counts, existing transit routes, boarding locations, parking utilization, market research studies, and alternative analysis studies, which can be integrated with journey-to-work data from the U.S. Census and other data relating to demographics, shopping patterns, and residential market trends. Traffic data and pedestrian/bicycle circulation patterns will also be assessed in the field studies in Task 2.4.

The Village will provide assistance for acquiring additional data as needed and if available.

» Deliverable: Compilation of data and information for Village reference

Task 2.2: Base Map Preparation

The Consultant Team will develop an overall project base map at a scale and level of detail appropriate to illustrate the land use, transportation, utility, and urban design recommendations for the Study Area. The Consultant Team will also investigate and map a one-half mile radius from the Metra station to define a potential influence zone within which related transportation, land use, and infrastructure elements may be impacted by redevelopment.

» Deliverable: Project base map

Task 2.3: Stakeholder Focus Groups

The Consultant Team will conduct focus groups in Lombard to gain a perspective on current activities related to the Study Area, visions for the future, expectations for the near term, and potential resources for implementation. Key stakeholders to consider for the focus groups will include the following: Village officials, Village committees or commissions, business and property owners, business associations, residents or homeowner/neighborhood associations, or other persons or groups that can share their perspectives on issues relevant to the Study Area, including how to best market the identity and offerings of Downtown Lombard. To keep group sizes manageable and conducive to discussion, the focus groups will be organized into smaller groups and scheduled over the period of a day. The focus groups may be scheduled during the same trip as the field studies described in Task 2.4.

» Deliverable: Summary of focus group findings describing major themes and ideas

Task 2.4: Field Studies

The Consultant Team will conduct field studies, as organized by the sub-tasks outlined below. The field studies will include walking tours of the Study Area, which will be separate from the initial walking tour conducted with the Working Group in Task 1.1. In all cases, the Consultant Team will familiarize itself with all existing documents relating to planning and visioning for Downtown Lombard in order to avoid duplication of field data collection and collect data that will either supplement or validate the findings from the existing documents.

Task 2.4.1: Assessment of Land Use & Zoning

The Consultant Team will take a walking tour of the Study Area to assess the existing transportation facilities and residential, commercial, and other land uses within and around the Study Area. The Consultant Team will also acquire information on vacant land parcels in the Study Area and the immediate adjacent area to determine development opportunities and limitations, if any.

In addition to land use, the Consultant Team will validate the zoning review prepared in the 2006 Downtown Master Plan, particularly verifying the zoning designations in the Study Area and assessing the adequacy of the Village's existing zoning tools to implement the concept plans. This assessment will also include a review of existing structures and their long-term viability to meet modern development demands.

» Deliverable: Summary of assessment of land use and zoning

Task 2.4.2: Assessment of Infrastructure, Utilities & Streetscape

The Consultant Team will evaluate the capacity of utility services to support redevelopment. The purpose of this evaluation will be to assess the impact and implications of conditions on development potential and to identify utility improvement projects that will need to be undertaken to support desired development.

The Consultant Team will also assess the existing streetscape elements in Downtown Lombard to determine the strengths and weaknesses of how these elements build an identity for the community and its businesses. Streetscape elements to be assessed will include landscaping, lighting, signage, parkways, and a range of pedestrian and bicycle amenities (e.g. benches, kiosks, trash and recycling receptacles, bicycle racks, public art, etc).

» Deliverable: Summary of assessment of infrastructure, utilities, and streetscape

Task 2.4.3: Assessment of Environmental Features

The Consultant Team will evaluate environmental features within the Study Area to determine if they will be critical factors in the formulation of appropriate development scenarios for the target sites in the Study Area.

» Deliverable: Summary of assessment of environmental features

Task 2.4.4: Assessment of Transportation Elements & Traffic Counts

The Consultant Team will meet with the Public Works Department to understand existing traffic conditions and other vehicular and non-vehicular transportation issues, including review of pending area projects that may impact the local roadway system serving the Study Area. This effort will also involve review of existing and proposed pedestrian and bicycle facilities such as sidewalks, trails, and other pathways, and current or proposed transit service. Current parking accommodations and transit characteristics (e.g. facilities, ridership, access, circulation, crossings, etc) will also be evaluated.

The Consultant Team will also observe traffic operations and gather current data regarding existing lane configurations, traffic controls, and other relevant roadway data. In order to supplement any available traffic count data from past studies and projects in the area, the Consultant Team will collect existing ADT counts from either the Village or IDOT. The traffic count data will be summarized and utilized as a basis of the transportation analysis.

» Deliverable: Summary of assessment of current transportation elements, supplemental traffic counts (as needed), and current transportation operating conditions

Task 2.4.5: Market Assessment

With the Downtown Lombard Market Analysis completed in January of this year, the Consultant Team will review this document to identify how the recommendations in this report will support our assignment to prepare development concepts and an implementation plan for the Lombard Downtown Plan. To supplement its findings from the review of the Downtown Lombard Market Analysis, the Consultant Team will utilize information and perspectives gathered from its own research and the stakeholder focus groups in Task 2.3. Rather than replicate the work already completed for the Downtown Lombard Market Analysis, the Consultant Team will verify business and investment interest in Lombard, evaluate community goals, assess current trends, review project assumptions and parameters, and identify best practices that may be applicable to the Study Area. As the Consultant Team tours the Study Area, it will also verify the existing inventory of tenants and sites, identify key business clusters, and identify issues and opportunities relating to the market and local businesses.

Through the review of the Downtown Lombard Market Analysis and additional research and analysis, the Consultant Team will identify key market opportunities and constraints impacting the stores, restaurants, and other businesses within the Study Area. The Consultant Team will summarize elements such as local spending power by sector, expectations for real estate investment returns, an examination of the relevant business recruitment process, documentation of existing store and restaurant spaces, and an analysis of Lombard's regional retail image to investors and consumers.

The Consultant Team will summarize its findings in a brief Market Assessment Report, including an evaluation of the role that potential development opportunities will have in enhancing the economic development prospects for Downtown Lombard. The Market Assessment Report will be a supplement to the existing Downtown Lombard Market Analysis document.

» Deliverable: Market Assessment Report

Task 2.5: Existing Conditions Assessment Summary Report

The Consultant Team will prepare an Existing Conditions Assessment Summary Report to summarize the findings from the stakeholder focus groups in Task 2.3 and consultant field studies in Task 2.4. Particular consideration will be taken to ensure this report is supportive of all existing Village documents relating to the Study Area, including the Lombard Commuter Parking Study (2007), Lombard Downtown Plan Framework (2009), Downtown Visioning Summary (2009), Downtown Landscape Enhancement Recommendations (2009), and Downtown Lombard Market Analysis (2010). This will include the Consultant Team's Market Assessment Report from Task 2.4.5, which will be a supplement to the existing Downtown Lombard Market Analysis document.

» Deliverable: Existing Conditions Assessment Summary Report

Task 3: Development Concept Plans

The intent of this task will be to develop a series of development concept plans for the following sites:

- 101 S. Main Street
- 7-37 E. St. Charles Road
- Three to five additional sites

The Consultant Team will base the development concept plans on all previous studies relating to the Study Area and the additional findings from the Existing Conditions Assessment Summary Report from Task 2. The Consultant Team will prepare the development concept plans utilizing the four-step process described in Tasks 3.1 through 3.4.

Task 3.1: Preparation of Development Scenarios

The Consultant Team will draft a minimum two development scenarios for each of the identified sites in the Study Area, with consideration of minimum, mid, and maximum approaches to development. These approaches will depend on the market potential and varying levels of aggressiveness that the Village could take to stimulate development on each site. Each development scenario will identify the following site data: site and building use, potential massing, site design, and order of magnitude costs. In some instances, site use may include the potential for commuter parking. A brief narrative will also be written for each alternative development scenario highlighting its relative advantages and any potentially significant environmental conditions. Collectively, the development scenarios will help the Consultant Team formulate alternative land use plans for the overall Study Area, which will illustrate how the proposed development scenarios fit with Downtown Lombard and the surrounding area.

» Deliverables: Development scenarios for each of the identified sites, presented in graphic form and supported with narratives discussing the relative advantages of each scenario; alternative land use plans for the overall Study Area

Task 3.2: Presentation of Development Scenarios

The Consultant Team will present the development scenarios to the Working Group and public for review and feedback.

Task 3.2.1: Working Group Meeting to Review Development Scenarios

The primary purpose of the Working Group Meeting will be to review and provide feedback on the development scenarios from Task 3.1. With representatives from RTA, Metra, and Pace serving on the Working Group, the meeting will provide the transit agencies with an opportunity to provide a technical review of the development scenarios. The meeting will also provide the Working Group with the opportunity to review the agenda and format for the Public Open House outlined in Task 3.2.2.

» Deliverable: Summary of the Working Group Meeting

Task 3.2.2: Public Open House to Review Development Scenarios

The Public Open House will be designed as an informal process to review the development scenarios and obtain public preferences associated with the alternatives presented. The open house will consist of display boards dispersed throughout a room with comment cards and markers for participants to leave comments or mark notes directly on the boards. Spread out over a two hour timeframe in the early evening, the open house format will allow community members to view and comment on the development scenarios at their own pace and at a time that best suits their personal schedules. Members of the Consultant Team will be present throughout the duration of the open house to describe the display boards and answer questions. In addition, the Consultant Team will conduct a formal PowerPoint presentation to allow for a more group-oriented exhibition and formal question-and-answer session. This presentation will occur either at the beginning of or midway through the open house.

» Deliverables (for the meeting): Press release promoting the Public Open House; materials for the Public Open House, including an agenda, PowerPoint presentation, and display boards illustrating the development scenarios and other related graphics

» Deliverable (post-meeting): Summary of Public Open House

Task 3.2.3: Selection of Preferred Development Scenarios

After the Public Open House, the Consultant Team will draft a summary of public comments, which will be submitted to the Working Group for review. Based on the public comments and previous discussions, the Working Group will select the preferred development scenarios for each of the identified sites. While the Working Group may meet on its own to select the preferred development scenarios, the group will have the option to host a conference call with the Consultant Team to provide time for any further discussion before selecting the preferred scenarios. The optional conference call will have the potential to use an internet-based web conferencing program, such as WebEx or GoToMeeting, to allow for group collaboration and discussion utilizing the phone and internet in tandem.

» Deliverable: Memorandum summarizing the selection of the preferred development scenarios for each of the identified sites

Task 3.3: Identification of Site Data for the Preferred Development Scenarios

With the preferred development scenarios selected, the Consultant Team will identify specific site data and information for each scenario. Preliminary construction costs, timeline, TIF increment analysis, potential Village incentives, potential partnerships, and phasing plan will all be identified for each of the preferred scenarios. The existing Downtown Lombard Market Analysis document and the Market Assessment Report from Task 2.4.5 will provide the market data to support the proposed concepts for each of the preferred development scenario.

In addition, the Consultant Team will prepare a detailed Concept Development Plan representing the preferred development scenarios. The Concept Development Plan will illustrate the conceptual land use framework for the overall Study Area, specifically depicting site design considerations such as building placement, parking areas, streetscape treatments, and access and circulation for vehicles, pedestrians, and bicycles. The Concept Development Plan will also show how the preferred development scenarios are compatible with Downtown Lombard and the surrounding area. A one-page narrative will be provided for each of the identified sites detailing the specific Concept Development Plan elements related to each site.

» Deliverables: Site data summary for each of the preferred development scenarios for each of the identified sites; Concept Development Plan, presented in graphic form with one-page narratives for each of the identified sites

Task 3.4: Preparation of an Implementation Plan

Utilizing the development concepts and site data from the previous three phases, the Consultant Team will prepare an Implementation Plan for the identified sites and overall Study Area. The Implementation Plan will organize the site data from Task 3.3 in a matrix and also identify priority sites. Priority sites will be determined on the basis of the preliminary construction costs, TIF increment analysis, the Village's phasing preferences, and availability of funding and potential Village incentives.

» Deliverable: Implementation Plan

Task 4: East St. Charles Road Assessment & Recommendations

The focus of this task will be assessing the existing conditions, identifying site improvements, and recommending future land uses and zoning for the East St. Charles Road TIF 1 West Area. This task will build upon the recommendations and character of the rest of Downtown Lombard, particularly concentrating on the transit amenities of the area.

Task 4.1: Existing Conditions Assessment

The Consultant Team will conduct a parcel-by-parcel assessment of the existing conditions in the East St. Charles Road TIF 1 West Area. The assessment will include an inventory of all private and publicly-owned parcels, noting elements such as existing land uses, number of buildings, building heights, building and site conditions, parking areas, and general site configurations. The Consultant Team will also utilize the stakeholder focus groups to meet with key Village personnel, property owners, and developers in order to attain their perspectives and ideas on the East St. Charles Road Area.

This task will be completed in conjunction with the stakeholder focus groups and consultant field studies described in Tasks 2.3 and 2.4, respectively.

Task 4.2: Identification of Site Improvements

Based on the findings from the existing conditions assessment and focus groups from the previous task, the Consultant Team will identify potential site improvements for each parcel, including future land use and zoning recommendations that will help make the East St. Charles Road Area more transit oriented. The recommendations will also cite how the site improvements to the East St. Charles Road Area will impact the improvement of Downtown Lombard.

The findings from the existing condition assessment and site improvement recommendations will be summarized in an Existing Conditions Assessment & Site Improvement Recommendations Report for the East St. Charles Road TIF 1 West Area. The existing conditions and recommendations will be depicted on base maps of the Study Area, including the delineation of individual parcels and transportation network. A narrative summary will accompany the illustrative maps. The full draft report will be submitted to the Working Group for review and feedback.

» Deliverable: Existing Conditions Assessment & Site Improvement Recommendations Report

Task 5: Parking, Circulation & Access Plan

Utilizing findings and analysis from the Lombard Commuter Parking Study (2007) and other Village documents concerning transportation, the Consultant Team will prepare a supplemental parking inventory and analysis and a transportation plan for the Study Area.

Task 5.1: Supplemental Parking Inventory & Analysis

The Consultant Team will build upon the Lombard Commuter Parking Study by completing a comprehensive parking inventory and analysis that account for the preferred development scenarios from Task 3 and recommendations for the East St. Charles Road Area from Task 4. The parking inventory and analysis will assess parking needs (commuter, employee, and customer), locations, and patterns. An assessment of the financial considerations associated with an automated commuter pay parking system will also be included. A summary of findings and recommendations will be provided in a Supplemental Parking Inventory & Analysis Report, which will be submitted to the Working Group for review and feedback.

» Deliverable: Supplemental Parking Inventory & Analysis Report

Task 5.2: Transportation Plan

In addition to the parking inventory and analysis, the Consultant Team will prepare a transportation plan for the Study Area. The transportation plan will account for transportation elements identified in the preferred development scenarios from Task 3 and recommendations for the East St. Charles Road Area from Task 4. A multimodal transportation network will be the focus, providing safe, accessible transportation options for commuter train, bus, cars, pedestrians, and bicycles. Access and circulation around the Metra Station area will also be assessed, particularly noting the interplay between the transportation network and land uses to ensure a transit oriented character for the Study Area. In particular, staging areas for Pace buses and the circulator will be integrated into the transportation plan. Potential connections to the Illinois Prairie Path and Great Western Trail will also be considered to relate the Study Area to the regional context.

Transportation recommendations will be summarized in a Transportation Plan Report, which will include a general transportation plan map and supporting narrative. All information summarized in the report will

be supplemental to existing studies already conducted for the Study Area. The map will depict the proposed multimodal transportation network on a base map of the Study Area. The narrative will outline recommended guidelines for the transportation network and describe its impact on the Village's downtown infrastructure. The full draft report will be submitted to the Working Group for review and feedback.

» Deliverable: Transportation Plan Report

Task 6: Streetscape, Façade & Signage Plan

To help the Village further define the character of Downtown Lombard, the Consultant Team will build upon the concepts outlined in the Downtown Landscape Enhancement Recommendations (2009) to formulate a comprehensive streetscape, façade and sign plan for the Study Area.

Task 6.1: Streetscape, Façade & Signage Plan

With the Downtown Landscape Enhancement Recommendations as a basis, the Consultant Team will develop a Streetscape Plan for the Study Area, accounting for how streetscape enhancements will relate to the preferred development scenarios from Task 3 and recommendations for the East St. Charles Road Area from Task 4. The Streetscape Plan will identify strategies for ornamental elements (e.g. lighting, banners, pedestrian furniture, etc), convenience uses (e.g. bicycle racks, trash and recycling receptacles, kiosks, etc), wayfinding signage, and aesthetic improvements to the underpass. Opportunities for community art will also be identified. Estimated costs will be identified for all streetscape improvements.

In addition to streetscape elements, the Consultant Team will provide recommendations for a signage plan and façade improvements. The signage plan will include recommendations for wayfinding signage as well as for the general design and construction of other signs, such as business signs and informational kiosks. Recommendations for façade improvements will include cost-effective measures that private property owners can implement to enhance the appearance of their business façades that front the street. Up to eight (8) building facades will be studied in greater detail based on the recommended marketing strategy and building conditions. Potential funding sources to help support these façade improvements will also be identified.

All streetscape, sign and facade recommendations and cost estimates will be summarized in a Draft Plan Report, which will be submitted to the Working Group for review and feedback.

» Deliverables: Draft of the proposed streetscape, façade, and signage plan, including estimated costs for all proposed improvements (including recommended façade improvements).

Task 7: Marketing Strategy

The Consultant Team will prepare a marketing strategy aimed at identifying strategies that will best market the identity and offerings of Downtown Lombard.

Task 7.1: Preparing Brand Positioning & Creative Brief

Based on the stakeholder focus groups from Task 2.3, the Consultant Team will prepare a memorandum that summarizes the key findings and outlines the recommended brand position for Downtown Lombard. The memorandum will conclude with a Creative Brief that provides a verbal description of the visual identity elements and physical applications that will be developed in the next steps of the project to express Downtown Lombard's preferred brand promise.

» Deliverable: Memorandum summarizing the recommended brand position and Creative Brief for Downtown Lombard

Task 7.2: Developing Basic Elements of a Visual Identity Program

The Consultant Team will develop two alternative sets of basic visual elements of a Visual Identity Program that will be used to express Downtown Lombard's brand promise and promote its assets. The elements may include a primary identifier, nomenclature system, color palette, fonts and preferred typographic treatments, appropriate imagery, and preferred streetscaping and hardscaping features. The alternative concepts will be tested on primary identification and directional signage prototypes, which will be designed in conjunction with the Streetscape Plan in Task 6. The basic elements of a Visual Identity Program will be summarized in a brief report, which will be submitted to the Working Group for review and feedback. The Working Group will select a preferred alternative, which the Consultant Team will further refine to be the focus of the Village's marketing strategy for Downtown Lombard.

» Deliverable: Report summarizing two alternative sets of basic visual elements of a Visual Identity Program

Task 7.3: Developing Signage System Prototypes

In conjunction with the Streetscape, Façade and Sign Plan in Task 6, the Consultant Team will use the preferred Visual Identity Program basic elements to prepare signage system prototypes that will include gateway signs, primary and secondary identification signs, directional signs, street signs, banners and informational kiosks. The signage system prototypes will be summarized in a brief report, which will be submitted to the Working Group for review and feedback. The Working Group will select its preferred signage system prototype, which the Consultant Team will further refine to prepare the signage plan for inclusion in the overall Streetscape, Façade and Sign Plan in Task 6.

» Deliverable: Report summarizing the signage system prototypes

Task 7.4: Preparing Guidelines for the Visual Identity Program & Signage Plan

The Consultant Team will refine the preferred Visual Identity Program basic elements and signage program prototype as necessary to prepare a set of guidelines that will be part of the Streetscape, Façade and Sign Plan in Task 6.

» Deliverable: Guidelines for the Visual Identity Program & Signage Plan

Task 7.5: Creating Promotional Materials & Templates

In addition to the branding components to help market the identity and offerings of Downtown Lombard, the Consultant Team will create promotional materials and templates that the Village and Downtown organizations can utilize for business recruitment. The promotional materials will focus on Downtown Lombard's preferred brand promise, as identified in Task 7.1. In addition to promoting an identity, the promotional materials will also market the Village's grant programs and other incentives to help attract new businesses.

» Deliverables: Promotional materials and templates

Task 8: Preparation & Revision of Draft Final Plan

Task 8.1: Preparation of Draft Final Plan

The Consultant Team will prepare a complete draft of the Final Plan, integrating all deliverables from the previous seven tasks. The draft Final Plan will be submitted to the Working Group for review and feedback at the meeting outlined in Task 8.2.

» Deliverable: Draft Final Plan, including all deliverables from the previous seven tasks

Task 8.2: Steering Committee Meeting to Review Draft Final Plan

The Consultant Team will formally present the draft Final Plan to the Working Group for review and feedback. The meeting will also provide the Steering Committee with the opportunity to review the agenda and format for the Public Open House outlined in Task 9.

» Deliverable: Summary of the Working Group Meeting

Task 8.3: Refinement of Draft Final Plan

Utilizing feedback from the Working Group, the Consultant Team will revise the draft Final Plan in preparation of the Public Open House outlined in Task 9.

» Deliverable: Refined draft Final Plan

Task 9: Public Open House to Review Draft Final Plan

Task 9.1: Public Open House to Review Draft Final Plan

The Public Open House will be designed as an informal process to review the draft Final Plan and obtain public comment. Similar to the first Public Open House outlined in Task 3.2.2, this second open house will consist of display boards dispersed throughout a room with comment cards and markers for participants to leave comments or mark notes directly on the boards. Spread out over a two hour timeframe in the early evening, the open house format will allow community members to view and comment on the draft Final Plan at their own pace and at a time that best suits their personal schedules. Members of the Consultant Team will be present throughout the duration of the open house to describe the display boards and answer questions. In addition, the Consultant Team will conduct a formal PowerPoint presentation to allow for a more group-oriented exhibition and formal question-and-answer session. This presentation will occur either at the beginning of or midway through the open house.

» Deliverables (for the meeting): Press release promoting the Public Open House; materials for the Public Open House, including an agenda, PowerPoint presentation, and display boards illustrating the draft Final Plan and other related graphics

» Deliverable (post-meeting): Summary of Public Open House

Task 9.2: Refinement of Draft Final Plan

Utilizing feedback from the Public Open House, the Consultant Team will revise the draft Final Plan in preparation of review by Village Committees, Commissions and Boards in Task 10.

» Deliverable: Refined draft Final Plan

Task 10: Public Meetings Before Village Committees, Commissions and Boards

Task 10.1: Meeting with the Plan Commission / Zoning Board of Appeals (PC/ZBA)

On an as-needed basis, the Consultant Team will formally use a PowerPoint presentation to present the draft Final Plan to Village Committees, Commissions and Boards in a public meeting for review and feedback. The Village Committees, Commissions and Boards will make recommendations to the Village Board.

» Deliverable: Summary of feedback from the Village Committees, Commissions and Boards

Task 9.2: Refinement of Draft Final Plan

Utilizing feedback from the Village Committees, Commissions and Boards, the Consultant Team will revise the draft Final Plan in preparation of final review and consideration by the Village Board in Task 11.

» Deliverable: Finalized draft Final Plan

Task 11: Final Plan Preparation & Consideration

Task 11.1: Meeting with the Village Board

The Consultant Team will formally present the finalized draft Final Plan to the Village Board for final review and consideration, including formal approval.

Task 11.2: Complete Finalized Draft of the Final Plan Document

With formal approval by the Village Board, the Consultant Team will prepare the complete finalized draft of the Final Plan document, submitting the final product to the Village in both hard copy and electronic formats. All graphics, maps, and illustrations will be provided to the Village as separate files.

» Deliverable: Complete finalized draft of the Final Plan document, including twenty-five (25) printed hard copies and one (1) PDF electronic copy; separate files of all graphics, maps, and illustrations.

EXHIBIT B

To an Agreement for Professional Consulting Services Entered Into Between the
VILLAGE of LOMBARD and TESKA ASSOCIATES, INC. (the "Agreement")

Key Personnel:

Konstantine Savoy, AICP – Principal/Project Manager, Teska Associates, Inc.

Jodi Mariano, RLA, CLARB – Senior Associate/Landscape Architect, Teska Associates, Inc.

Todd Vanadilok, – Senior Associate Planner, Teska Associates, Inc.

Erin Cigliano, Associate Planner, Teska Associates, Inc.

Bridget Lane, – Principal, Business Districts, Inc.

Terry Jenkins, - Principal, Business Districts, Inc.

Cindy Fish, – President, Fish Transportation Group, Inc

Tim Doran – Director Transportation Planning, Gewalt Hamilton, Inc.

Carl Wohlt – Principal, wohltgroup, Inc.

Lane Thies – Senior Associate, Hitchcock Design Group

Richard Hunt – Principal, Richard Hunt Studios

EXHIBIT C

To an Agreement for Professional Consulting Services Entered Into Between the
VILLAGE of LOMBARD and TESKA ASSOCIATES, INC.
(the "Agreement")

Compensation

Method of Payment	Actual Cost Plus Fixed
Fee	
Burden and Overhead Rate	160 %
Fixed Fee	\$5,271.36
Contract Sum (not to exceed, including fixed fee)	\$125,000