

**AGREEMENT**  
**between**  
**THE VILLAGE OF VILLA PARK, ILLINOIS**  
**and**  
**CIVILTECH ENGINEERING, INC.,**  
**for the furnishing of**  
**PROFESSIONAL CIVIL ENGINEERING SERVICES**  
**for the**  
**ARDMORE AVENUE IMPROVMENTS – PHASE I**

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THIS AGREEMENT, made and entered into by and between the VILLAGE OF VILLA PARK, ILLINOIS, hereinafter referred to as the “VILLAGE,” and CIVILTECH ENGINEERING, INC., hereinafter referred to as the “ENGINEER,” has been prepared and executed to provide for professional civil engineering services for the VILLAGE OF VILLA PARK – Ardmore Avenue Improvements – Phase I, hereinafter referred to as the “PROJECT”.

This agreement is hereinafter referred to as the “AGREEMENT”. The work associated with this AGREEMENT is as described below as Engineering Services.

In consideration of these premises and of the mutual covenants herein set forth,

**A. THE ENGINEER AGREES:**

1. The ENGINEER shall serve as the VILLAGE'S professional civil engineering consultant in those phases of the PROJECT to which this AGREEMENT applies. The ENGINEER shall perform the Engineering Services described in its proposal dated January 8, 2025, entitled “Ardmore Avenue Improvements – Phase I”, attached hereto as Exhibit A and made a part hereof.

2. Additional services beyond the scope of the Engineering Services above-described, requested in writing by the VILLAGE, shall be performed by the ENGINEER in accordance with the hourly rate as agreed upon in writing between the VILLAGE and ENGINEER, and approved by the VILLAGE Board of Trustees.

3. The ENGINEER will perform services under this AGREEMENT in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the Chicagoland area. Notwithstanding anything to the contrary which may be contained in this AGREEMENT or any other material incorporated herein by reference, or in any agreement between the Village and any other party concerning the PROJECT, the ENGINEER shall not have control or be in charge of, and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or

programs of the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the PROJECT. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the ENGINEER.

4. The ENGINEER shall procure and maintain for the duration of its AGREEMENT, and for three years thereafter, insurance against errors and omissions and claims for injuries to its employees which may arise from, or are in conjunction with, the performance of the work hereunder by the ENGINEER, its agents, representatives, employees, or subcontractors.

**a. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability occurrence form CG 0001 (Ed. 11/85);
- (2) Insurance Services Office form number CA 0001 (ed. 1/87) covering Automobile Liability, symbol 01 "any auto" and endorsement CA 0029 (Ed. 12/88) changes in Business Auto and Truckers coverage forms - Insured Contract or ISO form number CA 0001 (Ed. 12/90);
- (3) Professional Liability/Malpractice Liability policy; and
- (4) Worker's Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance.

**b. Minimum Limits of Insurance**

The ENGINEER shall maintain limits no less than:

- (1) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. The general aggregate shall be \$2,000,000 per project.
- (2) Automobile Liability: \$1,000,000 combined single limit per accident or bodily injury and property damage.
- (3) Professional Liability: \$2,000,000 single limit for errors and omissions, professional/malpractice liability.
- (4) Workers' Compensation and Employers' Liability: Workers' Compensation insurance within statutory limits, and Employers' Liability limits of \$500,000 per accident.

- (5) Umbrella Liability: \$2,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. Minimum Aggregate shall be no less than \$2,000,000 per person, per aggregate.

**c. Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the VILLAGE. At the option of the VILLAGE, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the VILLAGE, its officials, employees and volunteers; or the ENGINEER shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

**d. Other Insurance Provisions**

The policies are to contain, or be endorsed to contain the following provisions:

**(1) General Liability and Automobile Liability Coverages**

- (a) The VILLAGE, its officials, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the ENGINEER; or automobiles owned, leased, hired or borrowed by the ENGINEER. The coverage shall contain no special limitations on the scope of protection afforded to the VILLAGE, its officials, employees, and volunteers.
- (b) The ENGINEER's insurance coverage shall be primary as respects the additional insureds. Any insurance or self-insurance maintained by the VILLAGE, its officials, agents, employees, and volunteers shall be in excess of the ENGINEER's insurance and shall not contribute with it.
- (c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the VILLAGE, its officials, agents, employees, and volunteers.
- (d) The ENGINEER's insurance shall contain a severability of interests clause or language stating

that the ENGINEER's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

**(2) All Coverages**

Each insurance policy required by this clause shall be endorsed to state that the coverage shall not be voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the VILLAGE.

**e. Acceptability of Insurers**

The insurance carrier used by the ENGINEER shall have a minimum insurance rating of A+ according to the AM Best Insurance Rating Schedule and licensed to do business in the State of Illinois.

**f. Verification of Coverage**

The ENGINEER shall furnish the VILLAGE with certificates of insurance and with copies of endorsements affecting coverage. The certificates and endorsement for the insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the insurance carrier and are to be received and approved by the VILLAGE before any work commences. The VILLAGE reserves the right to request full certified copies of the insurance policies.

**5.** To the fullest extent permitted by law, the ENGINEER shall indemnify and hold harmless the VILLAGE, its officials, employees and volunteers against injuries, deaths, loss, damages, claims, suits, liabilities, judgments, cost and expenses, which may in anyway accrue against the VILLAGE, its officials, employees and volunteers, arising in whole or in part in consequence of the negligent or willful performance of this work by the ENGINEER, its employees, or subcontractors, except that arising out of the negligence or willful act of the VILLAGE, its officials, employees and volunteers. The ENGINEER shall, at its own expense, appear, defend and pay reasonable charges of attorneys and reasonable costs and other expenses arising therefore or incurred in conjunction therewith, and, if any judgment shall be rendered against the VILLAGE, its officials, employees and volunteers, in any such action, the ENGINEER shall, at its own expense, satisfy and discharge the same. Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, employees and volunteers from defending, through the selection and use of their own agents, attorneys and experts, any injuries,

deaths, loss, damages, claims, suits, liabilities, and judgments brought against them. The VILLAGE'S participation in its defense shall not remove the ENGINEER'S duty to indemnify, defend and hold harmless the VILLAGE as set forth herein.

6. Any insurance policies required by this AGREEMENT, or otherwise provided by the ENGINEER, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the VILLAGE, its officials, agents, employees and volunteers and herein provided.

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

8. The ENGINEER will comply with all applicable federal and Illinois statutes, and local ordinances of the VILLAGE and shall operate within and uphold the ordinances, rules and regulations of the VILLAGE while engaged in services herein described.

9. The VILLAGE reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and the ENGINEER and VILLAGE shall negotiate appropriate adjustments acceptable to both parties to accommodate such changes.

10. The VILLAGE may, at any time, by written order to the ENGINEER (Suspension of Services Order) require the ENGINEER to stop all, or any part, of the services required by this AGREEMENT. Upon receipt of such an order, the ENGINEER shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. The VILLAGE, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. The ENGINEER will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

**11.** This AGREEMENT may be terminated by the VILLAGE, upon seven (7) days' written notice to the ENGINEER, at its last known post office address. Provided that, should this AGREEMENT be terminated by the VILLAGE, the ENGINEER shall be paid for any services completed and any services partially completed. All field notes, test records, drawings, and reports completed or partially completed at the time of termination shall become the property of, and made available to, the VILLAGE. Within five (5) business days after notification and request, the ENGINEER shall deliver to the successor VILLAGE Engineer all property, books and effects of every description in its possession belonging to the VILLAGE and pertaining to the office of VILLAGE Engineer.

**12.** This AGREEMENT may be terminated by the VILLAGE upon written notice to the ENGINEER, at its last known post office address, upon the occurrence of any one or more of the following events, without cause and without prejudice to any other right or remedy:

- a.** If the ENGINEER commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereinafter in effect, or if the ENGINEER takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to bankruptcy or insolvency;
- b.** If a petition is filed against the ENGINEER under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against the ENGINEER under any other federal or state law in effect at the time relating to bankruptcy or insolvency.
- c.** If the ENGINEER makes a general assignment for the benefit of creditors;
- d.** If a trustee, receiver, custodian or agent of the ENGINEER is appointed under applicable law or under contract, whose appointment or authority to take charge of property of the ENGINEER is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of the ENGINEER's creditors;
- e.** If the ENGINEER admits in writing an inability to pay its debts generally as they become due.

**13.** Upon termination, the ENGINEER shall deliver to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. In such case, the ENGINEER shall be paid for all services and any expense sustained, less all costs incurred by the VILLAGE, to have the services performed which were to have been performed by the ENGINEER.

**14.** The ENGINEER is qualified technically and is conversant with the policies applicable to the performance of design engineering and that sufficient, properly trained, and experienced personnel will be retained to perform the services enumerated herein.

**15** The ENGINEER will maintain all books, documents, papers, accounting records, and other evidence pertaining to its costs incurred and to make such materials available at the ENGINEER's office at all reasonable times during the AGREEMENT period and retain such records for a period of three (3) years from the date of final payment under this AGREEMENT.

**16** The ENGINEER warrants that he has not employed or retained any company or person, other than an employee working solely for the ENGINEER, to secure this AGREEMENT, and that he has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the VILLAGE shall have the right to annul this AGREEMENT without liability, or, in its discretion, to deduct from the AGREEMENT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts, or contingent fee.

**17.** This AGREEMENT shall be deemed to be exclusive between the VILLAGE and the ENGINEER. This AGREEMENT shall not be assigned by the ENGINEER without first obtaining permission in writing from the VILLAGE.

**18.** All books, papers, notes, records, lists, data, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, magnetic media, electronic files, printouts, backups, and computer databases created or modified by the ENGINEER relating in any manner to the work performed by the ENGINEER or by anyone else and used by the ENGINEER in performance of this services under this AGREEMENT (the "Work") shall be a "work made for hire" as defined by the laws of the United States regarding copyrights.

**19.** The ENGINEER hereby assigns to the VILLAGE and its successors and assigns all of its right, title, interest and ownership in the Work, including, but not limited to, copyrights, trademarks, patents, and trade secret rights and the rights to secure any renewals, reissues, and extensions thereof. The ENGINEER grants permission to the VILLAGE to register the copyright and other rights in the Work in the VILLAGE'S name. The ENGINEER shall give the VILLAGE or any other person designated by the VILLAGE all assistance reasonably necessary to perfect its rights under this AGREEMENT and to sign such applications, documents, assignment forms and other papers as the VILLAGE requests from time to time to further confirm this assignment. The ENGINEER further grants to the VILLAGE full, complete and exclusive ownership of the Work. The ENGINEER shall not use the Work for the benefit of anyone other than the VILLAGE, without the VILLAGE'S prior written permission. Upon completion of the Work or other termination of this AGREEMENT the ENGINEER shall deliver to

the VILLAGE all copies of any and all materials relating or pertaining to this AGREEMENT.

**20.** The drawings, specifications, reports, and any other PROJECT documents prepared by the ENGINEER in connection with any or all of the services furnished hereunder shall be delivered to the VILLAGE for the use of the VILLAGE. The ENGINEER shall have the right to retain originals of all PROJECT documents and drawings for its files. Furthermore, it is understood and agreed that the PROJECT documents such as, but not limited to, reports, calculations, drawings, and specifications prepared for the PROJECT, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use. The VILLAGE may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the PROJECT. Any reuse of PROJECT documents, without the express written consent of the ENGINEER, shall be at VILLAGE'S sole risk; and the VILLAGE shall indemnify and hold harmless the ENGINEER from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom. The ENGINEER shall have the right to include representations of the design of the PROJECT, including photographs of the exterior and interior, among the ENGINEER'S promotional and professional materials. The ENGINEER's materials shall not include the VILLAGE'S confidential and proprietary information.

**21.** The ENGINEER will not at any time, either directly or indirectly, disclose, use or communicate or attempt to disclose, use or communicate to any person, firm, or corporation any confidential information or any other information concerning the business, services, finances or operations of the VILLAGE except as expressly authorized by the VILLAGE. The ENGINEER shall treat such information at all times as confidential. The ENGINEER acknowledges that each of the following can contain confidential information of the VILLAGE and that the disclosure of any of the following by the ENGINEER without the VILLAGE'S express authorization would be harmful and damaging to the VILLAGE'S interests:

- a.** Compilations of resident names and addresses, resident lists, resident payment histories, resident information reports, any other resident information, computer programs, computer software, printouts, backups, computer disks and diskettes, and computer databases and which are not otherwise known to the public.
- b.** All information relating to the Engineering Services being performed by the ENGINEER under this AGREEMENT, regardless of its type or form and which are not otherwise known to the public.
- c.** Ideas, concepts, designs and plans which are specifically involved with the Engineering Services being performed by the ENGINEER under this AGREEMENT which are created, designed, enhanced by the ENGINEER and which are not otherwise known to the public.

**d.** Financial information and police records.

This itemization of confidential information is not exclusive; there may be other information that is included within this covenant of confidentiality. This information is confidential whether or not it is expressed on paper, disk, diskette, magnetic media, optical media, monitor, screen, or any other medium or form of expression. The phrase "directly or indirectly" includes, but is not limited to, acting through ENGINEER'S wife, children, parents, brothers, sisters, or any other relatives, friends, partners, trustees, agents or associates.

**22.** All books, papers, records, lists, files, forms, reports, accounts, documents, manuals, handbooks, instructions, computer programs, computer software, computer disks and diskettes, printouts, backups, and computer databases relating in any manner to the VILLAGE'S business, services, programs, software or residents, whether prepared by the ENGINEER or anyone else, are the exclusive property of the VILLAGE. In addition, all papers, notes, data, reference material, documentation, programs, diskettes (demonstration or otherwise), magnetic media, optical media, printouts, backups, and all other media and forms of expression that in any way include, incorporate or reflect any confidential information of the VILLAGE (as defined above) are the exclusive property of the VILLAGE. The ENGINEER shall immediately return said items to the VILLAGE upon termination of the ENGINEER's engagement or earlier at the VILLAGE'S request at any time.

**23.** In the event of breach of the confidentiality provisions of this AGREEMENT, it shall be conclusively presumed that irreparable injury would result to the VILLAGE and there would be no adequate remedy at law. The VILLAGE shall be entitled to obtain temporary and permanent injunctions, without bond and without proving damages, to enforce this AGREEMENT. The VILLAGE is entitled to damages for any breach of the injunction, including, but not limited to, compensatory, incidental, consequential, exemplary and punitive damages. The confidentiality provisions of this AGREEMENT survive the termination or performance of this AGREEMENT.

**24.** The ENGINEER will comply with all laws, codes, ordinances and regulations which are in effect as of the date of this AGREEMENT.

**B. THE VILLAGE AGREES:**

**1.** The VILLAGE shall pay the ENGINEER, for the Engineering Services above-described, a fee not to exceed Eight Hundred Eleven Thousand Eight Hundred Four (\$811,804) Dollars.

**2.** For all direct expenses totaling more than Twenty-Five Dollars (\$25.00), the ENGINEER shall provide copies of receipts from suppliers of expendable materials. Invoices for reimbursable expenses shall be provided no later than sixty (60) days after

the expense is incurred by the ENGINEER, and if such invoices are not provided within sixty (60) days, the VILLAGE shall not be required to pay such reimbursable expenses.

3. The ENGINEER shall indicate to the VILLAGE the information needed for rendering of the services of this AGREEMENT. The VILLAGE shall provide to the ENGINEER such information as is available to the VILLAGE and the VILLAGE'S consultants and contractors, and the ENGINEER shall be entitled to rely upon the accuracy and completeness thereof.

4. **Payment of ENGINEER'S Fee.** The VILLAGE, for and in consideration of the rendering of the Engineering Services enumerated herein shall pay to the ENGINEER for rendering such services the fee hereinbefore established in the following manner:

- a. Upon receipt of monthly statements from the ENGINEER and the approval thereof by the VILLAGE, payments for the work performed shall be due and payable to the ENGINEER within thirty (30) days after approval by the VILLAGE.
- b. Payments shall be made in accordance with the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

5. This AGREEMENT may be terminated by the ENGINEER, upon thirty (30) days' written notice to the VILLAGE should the VILLAGE fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the ENGINEER. Upon such termination, the ENGINEER shall make available to the VILLAGE, copies of partially completed drawings, specifications, partial and completed estimates, and data, if any, from investigations and observations, with the understanding that all such material becomes the property of the VILLAGE. The ENGINEER shall be paid promptly for all services provided to the date of termination.

**C. IT IS MUTUALLY AGREED:**

1. The ENGINEER is an independent contractor in the performance of this AGREEMENT, and it is understood that the parties have not entered into any joint venture or partnership with the other. The ENGINEER shall not be considered to be the agent of the VILLAGE. Nothing contained in this AGREEMENT shall create a contractual relationship with a cause of action in favor of a third party against either the VILLAGE or ENGINEER.

2. Each party to this AGREEMENT shall designate one or more persons to act with authority on its behalf with respect to appropriate aspects of the PROJECT. The persons designated shall review and respond promptly to all communications received from the other party.

**3.** Written notices between the VILLAGE and the ENGINEER shall be deemed sufficiently given after being placed in the United States mail, registered or certified, postage pre-paid, addressed to the appropriate party as follows:

**a.** If to the VILLAGE:

VILLAGE OF VILLA PARK  
20 S. Ardmore Avenue  
Villa Park, Illinois 60181  
Attn: Village Manager

**b.** If to the ENGINEER:

CIVILTECH ENGINEERING, INC.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143  
Attn: Jonathan R. Vana, P.E.

**c.** Either party may change its mailing address by giving written notice to the other party as provided above. Whenever this AGREEMENT requires one party to give the other notice, such notice shall be given only in the form and to the addresses described in this paragraph.

**4.** This AGREEMENT represents the entire and integrated contract between the parties and supersedes all prior negotiations, representations or understandings, whether written or oral. This AGREEMENT may only be amended by written instrument executed by authorized signatories of the VILLAGE and the ENGINEER.

**5.** The terms of this AGREEMENT shall be binding upon and inure to the benefit of the parties and their respective successors.

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

**7.** If any term, covenant, or condition of this AGREEMENT or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this contract shall not be affected thereby; and each term, covenant or condition of this AGREEMENT shall be valid and shall be enforced to the fullest extent permitted by law.

**8.** This AGREEMENT shall be construed under and governed by the laws of the State of Illinois, and all actions brought to enforce the dispute resolution provisions of this AGREEMENT shall be so brought in the Circuit Court of DuPage County, State of Illinois.

**9.** This AGREEMENT may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same instrument.

**10.** This AGREEMENT shall become effective only after an appropriation therefor has been made. The term of this AGREEMENT shall be for one year following the effective date of the appropriation.

**D. CERTIFICATION OF ENGINEER**

**1.** The ENGINEER certifies that the ENGINEER, its shareholders holding more than five percent (5%) of the outstanding shares of the ENGINEER, its officers and directors are:

- a.** not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- b.** not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- c.** not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1;
- d.** in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*);
- e.** in compliance with equal employment opportunities and that during the performance of the AGREEMENT, the ENGINEER shall:

- (1)** Not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

- (2) If it hires additional employees in order to perform this AGREEMENT or any portion hereof, it will determine the availability (in accordance with the Illinois Department of Human Right's Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) In all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- (4) 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 ENGINEER's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the ENGINEER in its efforts to comply with such Act and Rules and Regulations, the ENGINEER will promptly so notify the Illinois Department of Human Rights; and the VILLAGE and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) Submit reports as required by the Illinois Department of Human Rights, Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (6) Permit access to all relevant books, records, accounts, and work sites by personnel of the contracting agency and the Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.
- (7) Not maintain or provide for its employees any segregated facilities at any of its establishments, and not permit its

employees to perform their services at any location, under its control, where segregated facilities are maintained. As used in this section, the term “segregated facilities” means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin because of habit, local custom, or otherwise.

- (8) ENGINEER (except where it has obtained identical certifications from proposed Subcontractors and material suppliers for specific time periods), obtain certifications in compliance with this subparagraph from proposed subcontractors or material suppliers prior to the award of a subcontract or the consummation of material supply agreements, exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, and that ENGINEER will retain such certifications in its files.
  - (9) In the event of the ENGINEER's non-compliance with the provisions of this Equal Employment Opportunity Clause, the Act or the Rules and Regulations of the Department, the ENGINEER may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- f. in compliance with 775 ILCS 5/2-105(A)(4) by having in place and enforcing a written sexual harassment policy.
  - g. in agreement that in the event of non-compliance with the provisions of this certification relating to equal employment opportunity, the Illinois Human Rights Act or the Illinois Department of Human Rights, Rules and Regulations, the ENGINEER may be declared ineligible for future contracts with the VILLAGE, and this AGREEMENT may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
  - h. in compliance with 30 ILCS 580/1 *et seq.* (Drug Free Workplace Act) by providing a drug-free workplace by:

- (1)** Publishing a statement:
  - (a)** Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the ENGINEER's workplace.
  - (b)** Specifying the actions that will be taken against employees for violations of such prohibition.
  - (c)** Notifying the employee that, as a condition of employment on such AGREEMENT, the employee will:
    - (i)** abide by the terms of the statement; and
    - (ii)** notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- (2)** Establishing a drug-free awareness program to inform employees about:
  - (a)** the dangers of drug abuse in the workplace;
  - (b)** the ENGINEER's policy of maintaining a drug-free workplace;
  - (c)** any available drug counseling, rehabilitation, and employee assistance program; and
  - (d)** the penalties that may be imposed upon employees for drug violations.
- (3)** Making it a requirement to give a copy of the statement required by subparagraph D.1.h.(1) to each employee engaged in the performance of the AGREEMENT, and to post the statement in a prominent place in the workplace.
- (4)** Notifying the VILLAGE within ten (10) days after receiving notice under Subparagraph D.1.h.(1)(c)(ii) from any employee or otherwise receiving actual notice of such conviction.

- (5) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by 30 ILCS 580/5.
  - (6) Assisting employees in selecting a course of action in the event drug counseling treatment and rehabilitation is required and indicating that a trained referral team is in place.
  - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.
- i in compliance with the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, *et seq.*), is a party to a collective bargaining agreement dealing with the subject matter of the Substance Abuse Prevention on Public Works Projects Act, or has in place and is enforcing a written program which meets or exceeds the program requirements of the Substance Abuse Prevention on Public Works Projects Act.
  - j. not a VILLAGE official, spouse or dependent child of a VILLAGE official, agent on behalf of any VILLAGE official or trust in which a VILLAGE official, the spouse or dependent child of a VILLAGE official.
  - k. not having solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the ENGINEER.
  - l. not having given to any officer or employee of the VILLAGE any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer.
  - m. the ENGINEER acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this AGREEMENT are considered a public record of the VILLAGE; and therefore, the ENGINEER shall review its records and promptly produce to the VILLAGE any

records in the ENGINEER'S possession which the VILLAGE requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the ENGINEER shall produce to the VILLAGE such records within three (3) business days of a request for such records from the VILLAGE at no additional cost to the VILLAGE.

**IN WITNESS WHEREOF**, the parties have caused this AGREEMENT to be executed, by their duly authorized officers as of the dates below indicated.

Executed by the VILLAGE, this 27<sup>th</sup> day of January, 2025.

VILLAGE OF VILLA PARK  
20 S. Ardmore Avenue  
Villa Park, Illinois 60181

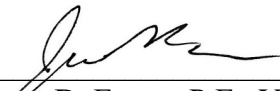
ATTEST:

By \_\_\_\_\_  
Nick Cuzzone, Village President

By \_\_\_\_\_  
Village Clerk

Executed by the ENGINEER, this 8<sup>th</sup> day of January, 2025.

CIVILTECH ENGINEERING, INC.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

By  \_\_\_\_\_  
James D. Ewers, P.E., Vice President

**EXHIBIT A**  
**“Ardmore Avenue Improvements – Phase I”**  
**dated January 8, 2025**

## Ardmore Avenue Improvements Village of Villa Park

### Project Team

#### Civiltech Engineering, Inc.

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Project Manager – James R. Tibble, P.E., [JTibble@civiltechinc.com](mailto:JTibble@civiltechinc.com) (630) 735-3949

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(630) 735-3367

### Scope of Services | Phase I Engineering

The Village of Villa Park (Village) has received Federal funding (STP) for the improvements of Ardmore Avenue from Roosevelt Road (IL Route 38) to North Avenue (IL Route 64). The Scope of Services will include the work required to complete Phase I engineering and assist the Village in programming the project.

Ardmore Avenue between Roosevelt Road (IL Route 38) and North Avenue (IL Route 64) is a major collector under the maintenance and jurisdiction of the Village of Villa Park. Ardmore Avenue is generally a two-lane, urban cross section with curb and gutter throughout the project limits, with exclusive left and right turn lanes provided at various intersections throughout the corridor. On-street parking is also provided along several sections of Ardmore Avenue. Sidewalks are provided on both the east and west sides of the road for the entire corridor, except for a 1,500-foot section on the west side of Ardmore Avenue between Ridge Road and North Avenue (IL Route 64). There are no existing bicycle accommodations along Ardmore Avenue within the project limits. The existing right-of-way varies from 66 feet to 180 feet, and the existing ADT varies from 7,000 vpd to 7,550 vpd. The posted speed limit is 25 mph.

At the southern terminus of the project limits, the intersection of Ardmore Avenue and Roosevelt Road (IL Route 38) is controlled by a traffic signal. At the northern terminus, the intersection of Ardmore Avenue and North Avenue (IL Route 64) is also controlled by a traffic signal. Both termini intersections and their traffic signals are under IDOT jurisdiction. The intersection of Ardmore Avenue and St. Charles Road is also controlled by a traffic signal, but the intersection and traffic

signal are under jurisdiction of the Village. All other intersections within the project limits are all-way stop controlled or stop controlled on the minor approaches.

The project area is mainly residential, with some commercial properties located predominantly near the signalized intersections. Other notable land uses within the project corridor include Willowbrook High School and Lufkin Park. The Illinois Prairie Path and Great Western Trail also both cross Ardmore Avenue within the project limits. There are railroad crossings of Ardmore Avenue within the project limits, including Union Pacific Railroad (at-grade) and Canadian National Railway (grade separated).

The scope of the improvements will include roadway resurfacing, roadway reconstruction, bicycle and pedestrian improvements, and traffic calming improvements. It is anticipated that roadway resurfacing limits will be between Roosevelt Road (IL Route 38) and Madison Street, and reconstruction limits will be between Madison Street and North Avenue (IL Route 64). Installation of corner bumpouts will be analyzed between Madison Street and North Avenue (IL Route 64) to reduce pedestrian crossing distances and increase refuge space. A lane reduction will also be analyzed between Ridge Road and North Avenue (IL Route 64) to reduce the cross section from 4 lanes to 3 lanes. Bicycle accommodations and ADA improvements will be provided throughout the corridor. The design criteria being utilized will be 3R criteria for the entire project.

There is an existing culvert under Ardmore Avenue that accommodates Sugar Creek located just south of Highridge Road. Since the anticipated improvements south of Highridge Road involve resurfacing only, it is assumed that structural work will not be required at the culvert.

There is an existing roadway bridge over Canadian National Railway located between Ridge Road and Schiller Street. The anticipated improvements south of North Avenue involve potential lane reduction and the bridge will not require widening, however, modifications to the east side sidewalk and eastern-most lane may be required to accommodate bicycles. An Abbreviated Bridge Condition Report will be prepared to identify improvements required for the structure.

The scope of services for Phase I engineering services required for this project will include environmental and location-design studies needed to develop and refine geometric improvements, evaluate costs and impacts, and undertake coordination with jurisdictional agencies and the public. The primary objective of the Phase I Engineering Study is to develop a conceptual improvement plan that provides the desired level of traffic safety and operation, and which fulfills all of the requirements for processing and funding by the Village of Villa Park, the Illinois Department of Transportation (IDOT), and the Federal Highway Administration (FHWA). The Phase I scope of services assumes that this project will be processed as a **State Approved Categorical Exclusion** with the preparation of a Project Development Report using IDOT's BLR 22210 form.

The following is a scope of services to complete the Ardmore Avenue Improvements Phase I Study:

**Item 1 – Early Coordination and Data Collection** – This work item will consist of collecting available existing information required for the Phase I Report and performing the necessary classification and cataloging for use in subsequent tasks. Any previous as-built plans and recent inspection reports shall be provided to Civiltech at the start of the project. This item includes the following:

- a. Collect and review previous studies and existing roadway plans.
- b. Collect land use, public transit, zoning, school district, driveway permits, maps and plans.
- c. Obtain public and private utility atlases.
- d. Obtain and review existing traffic signal timings and plans.
- e. Obtain GIS and existing right-of-way data.
- f. Perform two field visits including obtaining drone photography of corridor.
- g. Obtain recent digital aerial photography of study area at a scale of 1" = 50'
- h. Prepare a base map to be used in all phases of the study, including right-of-way and property lines, street names, and individual house/business addresses.

**Item 2 – Environmental Survey Request** – In order to meet requirements of the Federal-aid process, environmental clearances must be obtained prior to project approval. It is anticipated the project will require screening for biological, wetland, cultural, and special waste resources. Environmental prescreen forms for biological and cultural clearance reviews will be submitted to IDOT upon request to verify method of processing environmental reviews. Due to the potential for temporary construction easements, it is anticipated that an Environmental Survey Request (ESR) will need to be prepared and processed through IDOT. This item consists of the following tasks:

- a. Prepare exhibits for ESR submittal including Location map, USGS map, National Wetlands Inventory map, Cultural Resources map, and Environmental Survey Limits exhibits.
- b. Identify properties greater than 40 years old. Prepare a 40-year-old Building Photolog and Summary Table. (Photos will be taken during field visit).
- c. Prepare and submit Bridge Bat Assessment Form for the existing culvert (Sugar Creek) underneath Ardmore Avenue south of Highridge Road, and the existing roadway bridge over Canadian National Railway (if required).
- d. Prepare and Submit ESR Form.
- e. Prepare GIS Shape Files of ESR boundary for inclusion in ESR submittal.

It is assumed that an Addendum Environmental Survey Request submittal is not included as part of this scope of services and will be completed during Phase II design if necessary.

**Item 3 – Field Survey & Preparation of Base CAD Drawing** – In order to develop accurate construction costs a complete design topographic survey will be conducted as part of the Phase I study. This survey will consist of topographic information, cross sections, and a drainage and utility survey.

This work item will include the preparation of a base CAD file which will include identification and

location of all existing utilities within the project limits. Existing cross section information will be generated from the survey data and plotted on cross section sheets to aid in the development of a proposed roadway profile and completion of the drainage analysis.

A surveying subconsultant will perform the above tasks. We propose to use Jorgensen & Associates, Inc. as a subconsultant to perform the field survey. A copy of Jorgensen & Associates, Inc.'s detailed proposal is provided in **Attachment A**.

This item includes time for subconsultant coordination and review of subconsultant deliverables.

**Item 4 – Crash Analysis** – In order to satisfy IDOT and FHWA requirements, it will be necessary to gather and review crash data for the study area to determine the existence of any safety hazards. It is assumed that no crash analysis will be required at IL Route 38 (Roosevelt Road) and IL Route 64 (North Avenue). Therefore, this work item will consist of the following tasks:

- a. Collect 5 years of crash data.
- b. Tabulate data and plot collision diagrams.
- c. Prepare wet/dry crash analysis.
- d. Prepare roadway lighting warrant analysis.
- e. Perform pedestrian and bicycle safety analysis.
- f. Evaluate safety improvement needs, identify countermeasures and recommendations to increase safety for pedestrians, cyclists, and vehicles, and write crash analysis text.

**Item 5 – Traffic Analyses** – Traffic analyses will be required to determine the operational performance of the signalized and unsignalized intersections along the corridor under existing and proposed conditions. It is anticipated that the traffic counts will be taken on a weekday when school is in session to capture the most active traffic conditions. While the design criteria for 3R guidelines allow for existing/opening day traffic to be used for analysis, with potential lane configuration change at St. Charles Road, 2050 projections will be requested from CMAP and analyzed to ensure the lane reconfiguration continues to operate sufficiently with any anticipated traffic growth. Pedestrian counts at Lufkin Park will be completed concurrently during the school year and when weather is favorable (late April or early May). This item will consist of the following tasks:

- a. Obtain 24-hr. turning movement, bike, and pedestrian counts using video counting units (VCU) at the following signal and all-way stop controlled intersections:
  1. Ardmore Avenue at Roosevelt Road (IL Route 38)
  2. Ardmore Avenue at Riordan Road/Willowbrook High School Entrance
  3. Ardmore Avenue at Highridge Road
  4. Ardmore Avenue at Harrison Street
  5. Ardmore Avenue at Leslie Lane
  6. Ardmore Avenue at Rand Road
  7. Ardmore Avenue at Congress Street

8. Ardmore Avenue at Van Buren Street
  9. Ardmore Avenue at Jackson Street
  10. Ardmore Avenue at Adams Street
  11. Ardmore Avenue at Monroe Street
  12. Ardmore Avenue at Madison Street
  13. Ardmore Avenue at Washington Street
  14. Ardmore Avenue at Highland Avenue
  15. Ardmore Avenue at Park Boulevard
  16. Ardmore Avenue at Prairie Path
  17. Ardmore Avenue at Central Boulevard
  18. Ardmore Avenue at School Street
  19. Ardmore Avenue at Kenilworth Avenue
  20. Ardmore Avenue at Great Western Trail
  21. Ardmore Avenue at Home Avenue
  22. Ardmore Avenue at St. Charles Road
  23. Ardmore Avenue at Elm Street (East)
  24. Ardmore Avenue at Elm Street (West)
  25. Ardmore Avenue at Oak Street
  26. Ardmore Avenue at Division Street
  27. Ardmore Avenue at Terrace Street
  28. Ardmore Avenue at Vermont Street
  29. Ardmore Avenue at Plymouth Street
  30. Ardmore Avenue at Sunset Drive
  31. Ardmore Avenue at Ridge Road
  32. Ardmore Avenue at Schiller Street/Hill Street
  33. Ardmore Avenue at North Avenue (IL Route 64) (assume 2 cameras needed)
- b. Obtain mid-block 24-hour speed and volume counts using radar units at two locations along the corridor, to be determined.
  - c. Obtain 15-hour mid-block pedestrian crossing usage between Rand Road/Congress Street and Jackson Street using VCU's (Lufkin Park).
  - d. Reduce and tabulate traffic count data, determine peak hours, prepare traffic volume, speed, and pedestrian crossing exhibits.
  - e. Obtain 2050 No-Build and 2050 Build traffic projections from CMAP.
  - f. Develop design hourly traffic volumes (DHV's)
  - g. Perform A.M. and P.M. peak hour capacity analyses using Highway Capacity Software (HCS) at the following intersections for Existing and Opening-Day traffic volumes:
    1. Ardmore Avenue at Roosevelt Road (IL Route 38)
    2. Ardmore Avenue at Riordan Road/Willowbrook High School Entrance
    3. Ardmore Avenue at Highridge Road
    4. Ardmore Avenue at Jackson Street
    5. Ardmore Avenue at Madison Street
    6. Ardmore Avenue at Washington Street
    7. Ardmore Avenue at School Street

8. Ardmore Avenue at St. Charles Road
  9. Ardmore Avenue at Vermont Street
  10. Ardmore Avenue at Plymouth Street
  11. Ardmore Avenue at North Avenue (IL Route 64)
  12. Up to 3 additional intersections to be determined by the Village
- h. Perform A.M. and P.M. peak hour capacity analyses using Highway Capacity Software (HCS) at the following intersections for 2050 No-Build and 2050 Build geometrics and traffic volumes:
    1. Ardmore Avenue at St. Charles Road
  - i. Summarize capacity and queuing analysis results in a tabular format for inclusion in the Traffic, Geometric, and Safety Analysis Technical Memorandum. Assumes three revision. It is assumed the IDOT-Traffic and IDOT-GSU will require a review of only the IL Route 64 intersection.
  - j. Analyze potential crossing improvements at Lufkin Park, the Illinois Prairie Path, and the Great Western Trail crossings of Ardmore Avenue using IDOT-TRA 23.
  - k. Train Village staff to use Miovision camera, equipment, and completing data processing. Following completion of traffic data collection for this project, Miovision equipment will be transferred to Village ownership (1 camera, 2 battery packs, 1 external charger). See attached Miovision quote for list of equipment to be transferred.

**Item 6 – Alternative Geometric Studies** – As part of this study, up to 3 geometric concept plans will be designed. In addition, a roadway typical section analysis will be conducted to determine the appropriate cross section for the corridor including the implementation of bicycle facilities. The findings of the Concept Geometric Studies will be presented to the Village in a Technical Memorandum and presented to the public at a public information meeting. This item will consist of the following tasks:

- a. Prepare roadway typical sections to accommodate vehicular, pedestrian, and cyclist traffic in the corridor. Up to 3 concepts will be analyzed.
- b. Prepare concepts for up to 3 horizontal geometric roadway segment concepts.
- c. Evaluate preliminary right-of-way needs, environmental impacts, and constructability of each alternative.
- d. Prepare and revise a Traffic, Geometric, and Safety Analysis Technical Memorandum including a recommendation for the preferred alternative. Revise one time based on one set of Village comments.

**Item 7 – Preferred Alternative Geometric Studies** – Following the selection of a preferred alternative, detailed horizontal, vertical, and cross section analysis will be completed. This work item will consist of the following:

- a. Define/refine horizontal geometrics for the preferred alternative.
- b. Define/refine vertical roadway geometrics including detailed analysis of proposed roadway cross sections.

- c. Evaluate the existing sidewalk for ADA/PROWAG compliance.
- d. Determine existence of and potential for environmental impacts due to the proposed improvement.
- e. Identify right-of-way needs and prepare right-of-way acquisition table.
- f. Design vehicle turning-template analyses will be completed using AutoTURN software at side street locations.
- g. Prepare plan and profile exhibits.

**Item 8 – Intersection Design Studies** – Potential changes to the corner radii, turning movements, signal operation, and storage and taper lengths at St. Charles Road will require the preparation of Intersection Design Studies (IDS) as required by IDOT and FHWA. It is assumed that St. Charles Road will be the only signalized intersection to require an IDS. The IDS will be revised once based on Village comments and twice based on IDOT Comments. A disposition of comments is included with each revised submittal. It is assumed that no ADA Detail Sheets will be required. This task item includes the following:

- a. Prepare IDS base sheets.
- b. Complete Design Vehicle and Control Vehicle turning template analyses using AutoTURN software.
- c. Prepare roadway profiles through intersection turn lane approach tapers.
- d. Complete intersection sight distance analyses.
- e. Compile and insert traffic data into IDS sheets.

**Item 9 – Cost Estimates** – It is very important for both planning and funding purposes to maintain an accurate and up-to-date project cost throughout the Phase I Study. This task item consists of preparing an initial construction cost and revising it throughout the project study. Up to two revisions are included at the project milestone submittals as noted below:

- a. Prepare cost estimate for Preliminary Geometric Concepts.
- b. Update cost estimate for Draft Project Development Report.
- c. Update cost estimate for Final Project Development Report.

This item also includes time for Civiltech’s internal Quality Assurance/Quality Control (QA/QC) review process with Phase II, Phase III, and Right-of-Way Acquisition staff.

**Item 10 – Geotechnical Studies –**

A factor which often contributes to project cost increases during the implementation of an improvement is the inaccuracy of cost estimates for pavement rehabilitation and treatment of unsuitable subgrade soils. We propose to use Midland Standard Engineering and Testing, Inc. (MSET) as a subconsultant to perform the pavement coring, highway soils survey, and infiltration testing for this project. A copy of MSET’s detailed proposal is provided in **Attachment B**.

Recommendations will be developed for the pavement structure in the design year (based upon a 20-year design life) and a pavement design will be developed.

This item includes time for subconsultant coordination and review of subconsultant deliverables.

### **Item 11 – Wetland Studies –**

With stream crossings and mapped wetlands, a wetland, waterway, and buffer investigation of the project area will be required. We propose to prepare a Wetland Delineation Report for all areas within the project area in accordance with the U.S. Army Corps of Engineers (USACE) Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0), (Supplemental Wetland Manual), and the DuPage County Countywide Stormwater and Floodplain Ordinance (Ordinance). Delineating both USACE jurisdictional “waters of the U.S.” (WOUS) and DuPage County regulated Waters of DuPage will satisfy requirements of the Illinois Interagency Wetlands Policy Act (IWPA) of 1989 for the Illinois Department of Natural Resources (IDNR) and the Illinois Department of Transportation (IDOT) Phase I process.

Civiltech proposes to conduct investigations of all potential wetlands and waterways within the project area. These investigations include an off-site records/document review followed by an on-site investigation. Proposed services include: the identification and delineation of wetlands and waters; the determination of USACE HQARs; and the determination of DuPage County critical wetlands and waters. Wetland delineation field investigation activities include on-site testing for the presence of hydric soils, hydrophytic vegetation, and sufficient hydrology. A floristic quality assessment (FQA) will be conducted for each identified wetland. Waters delineation field activities include the determination of the Ordinary High Water Mark (OHWM) of all identified waters.

Civiltech proposes to flag all USACE “waters of the U.S.” (WOUS) jurisdictional wetland limits and DuPage County wetlands and waters within the project area. We also propose to estimate the location of adjacent wetlands within 100 feet of the Project Corridor per the Ordinance. We will coordinate with our surveyors to ensure that all wetland and data point flags are surveyed. Civiltech proposes to prepare a Wetland Delineation Report that will include findings from the field investigations. As the Village of Villa Park is a DuPage County Complete Waiver Community, wetland delineations and permitting may be handled by the Village or through DuPage County. Civiltech will coordinate with the appropriate agency to gain concurrence on the delineated limits of the wetlands, waterways, and buffers, and include those limits in the final Wetland Delineation Report. A final Wetland Delineation Report in Adobe PDF format file will be prepared and available for review and distribution.

If needed, for areas within, adjoining, and adjacent to the project area, Civiltech proposes to complete the U.S. Fish and Wildlife Service’s Information for Planning and Consultation (IPaC) for identification of federally listed endangered and threatened species consultation. Civiltech also proposes to complete, if needed, the IDNR’s Ecological Compliance Assessment Tool (EcoCAT) for state listed endangered and threatened species consultation. If more appropriate, we will help coordinate and obtain the relevant biological clearances from IDOT for use in Phase II permitting.

Civiltech proposes to use the Wetland Delineation Report and the state and federal, endangered and threatened species consultations to prepare and electronically submit IDOT's Wetland Impact Evaluation (WIE) form. Civiltech will prepare the WIE form and the associated exhibit for Village review, and integrate one revision from the Village. Civiltech will then submit the WIE form and the associated exhibit to IDOT, and integrate one additional revision from IDOT.

**Item 12 – Preliminary Environmental Site Assessment (PESA)** – As part of the environmental studies required for a Federal-aid project, it is necessary to perform a Special Waste Screening Analysis to determine if there are any sites located along the project area that may result in the need for further environmental investigation. It is anticipated that the initial screening will result in the need for a Preliminary Environmental Site Assessment (PESA) to be completed along the corridor to determine the extent of any special remediation that may need to occur.

This work will be completed by a subconsultant, Huff & Huff. A copy of Huff & Huff's detailed proposal is provided in **Attachment C**.

This item includes time for subconsultant coordination and review of subconsultant deliverables.

**Item 13 – Drainage Study** – The existing drainage system within the project limits is a closed system with curb and gutter and storm sewer. This item will include an analysis of the existing drainage conditions and as well as the recommendations and requirements for the proposed drainage for the selected improvement. This work item will consist of the following tasks:

*Existing Drainage Plan*

- a. Obtain and review previous drainage studies, applicable permits, and documented drainage problems and complaints
- b. Prepare General Location Drainage Map.
- c. Obtain contour mapping of study area.
- d. Determine watershed divides and identify drainage features.
- e. Identify drainage outlets and determine interpreted drainage divides.
- f. Identify existing drainage problems within the project limits.
- g. Perform plan in hand field reconnaissance to review existing drainage conditions.
- h. Develop Existing Drainage Plan sheets for the project study limits which will be a plan view exhibit at 1-inch = 50 feet scale.
- i. Submit Existing Drainage Plan (EDP) to the Village.

*Proposed Drainage Plan*

- a. Develop and document design criteria for the proposed drainage design.
- b. Address project compliance with the DuPage County Countywide Stormwater and Floodplain Ordinance.
- c. Develop recommended Proposed Drainage Plan for the project study limits. The Proposed Drainage Plan will be a plan over profile sheet that matches the proposed roadway plan over profile sheet layout.

- d. Submit Proposed Drainage Plan (PDP) to the Village.

*Drainage Technical Memorandum*

- a. Develop a Location Drainage Technical Memorandum (LDTM) that summarizes the existing and proposed drainage plan.
- b. Submit the LDTM to the Village, and IDOT-Hydraulics and Local Roads for review.

Note: It is assumed that hydraulic analyses as well as an evaluation of proposed floodplain impacts will not be required at the Sugar Creek culvert crossing.

**Item 14 – Structural Studies** – The existing bridge over Canadian National Railway has an IDOT SN (022-6930) and is a three-span PPC deck beam structure with a sufficiency rating of 81.0. The existing culvert at Sugar Creek (south of Highridge Road) does not have a structure number, and the condition is unknown. An Abbreviated Bridge Condition Report (ABCR) will be prepared for the bridge over CN per the IDOT BCR Procedures and Practices memo. This report will evaluate the bridge elements, compare rehabilitation options, and make a recommendation on work to propose for final design for this project, if any (likely to be overlay or joint replacement). A site assessment and Culvert Condition Report will also be provided for the Sugar Creek crossing. Since this is not in the official state structure inventory, an abbreviated report / technical memo will be done to summarize recommendations.

Based on the assumption there will be no widening at the bridge over CN, this scope does not include any analysis, assessment, exhibits, or alternative analysis for bridge widening. Options for replacing or extending the existing culvert will be investigated if widening is proposed at this section.

**Item 15 – Section 4(f) Evaluation and Documentation** – The proposed improvement may require improvements to the Illinois Prairie Path and Great Western Trail at their crossings of Ardmore Avenue. The Illinois Prairie Path and the Great Western Trail are owned and maintained by DuPage County Division of Transportation. It is anticipated that the recreational facility impacts will be found to be minor and that the Section 4(f) evaluations will consist of preparing the necessary documentation to result in a *de minimis* finding for both facilities. It is assumed that the Great Western Trail and the Illinois Prairie Path will each require a separate Section 4(f) document. The evaluation will include the following work tasks:

- a. Complete checklist and appendices for each facility.
- b. Prepare 4(f) exhibits for each facility.
- c. Address any public comments.
- d. Prepare materials for Village review. Includes two revisions and preparation of disposition of comments.
- e. Provide draft letters to the Official with Jurisdiction for their concurrence and signature for each facility.

- f. Submit documentation to IDOT/FHWA for approval for each facility. Includes two revisions and preparation of disposition of comments.

**Item 16 – Draft Project Development Report** – Documentation of the Phase I study will consist of design studies, traffic analyses, environmental impacts, and coordination. Per coordination with IDOT/FHWA, it is assumed this project will be processed as a State Approved Categorical Exclusion with the preparation of a Project Development Report (PDR) (BLR 22210). This item consists of the following tasks:

- a. Write, proofread, and edit the Draft PDR.
- b. Prepare report exhibits, including a location map, a land use exhibit, existing and proposed typical sections, a detour route exhibit, and temporary maintenance plan.
- c. Compile appendices.
- d. Prepare Design Exception Guide form (BLR 22000).
- e. Prepare Design Exception forms (BLR 22120). Assume no more than 5 design exception requests will be necessary. Revise forms up to 2 times.
- f. Provide Draft PDR for Village review. Includes QA/QC before submittal.
- g. Provide a disposition of Village comments and revise Draft PDR one time for IDOT submittal. Includes QA/QC before submittal to IDOT and preparation and assembly of one hard copy.
- h. Attend a review meeting/phone conference with the Village and IDOT, if required.

**Item 17 – Agency Coordination** – This item consists of time for Village, IDOT, and other agency coordination. Preparation of materials for the meeting and meeting minutes are included with each meeting. For scoping purposes, it is assumed all meetings will occur virtually. This item consists of the following tasks:

- a. IDOT Kickoff Meeting. IDOT/FHWA Coordination Meeting has been completed, however, an official IDOT Kickoff meeting is required.
- b. Village Coordination/Design Review Meetings – Assume 3 meetings.
- c. DuPage County Division of Transportation Coordination – Assume 3 meetings.
- d. ICC and Railroad Coordination Meetings – Assume 1 meeting with ICC, CN, and Union Pacific.
- e. Coordination regarding adjacent projects with Village and consultant staff. Assume 2 meetings.
- f. Phone/email coordination with Village of Villa Park Police and Fire, schools, postmaster, Park District, PACE, and potentially local businesses to inform them of the project, discuss potential detours, and construction staging. Assume a maximum of 3 coordination meetings total will also be necessary if requested.
- g. Coordination with IDOT regarding processing of submittals and reviews.
- h. Coordination with DMMC for project programming.
- i. IDOT Detour Committee Meeting attendance and coordination.
- j. Complete PPI form.

- k. Complete ADA Project Alert Form
- l. Complete STP Quarterly Updates, assume 5 quarterly updates to be completed.

**Item 18 – Public Involvement** – The purpose of public involvement process is to promote a proactive and responsive approach that seeks the input of all concerned stakeholders early and often, and that provides for appropriate input at key points in the project decision making process. We propose to hold three public information meetings as part of the project. The first will present alternative concepts for improvements along Ardmore Avenue. The second public information meeting will occur once a preferred alternative has been selected and after a Draft Project Development Report has been reviewed by IDOT. The third public information meeting will present the final design, incorporating any changes from the previous meeting and IDOT review. Following are the specific tasks that are anticipated for each of the Public Information Meetings:

- a. Select and coordination with meeting venue.
- b. Prepare invitation letters to area residents and businesses.
- c. Prepare public meeting newspaper display advertisement.
- d. Prepare public meeting brochure.
- e. Distribute public meeting notification letters to area residents and businesses.
- f. Prepare public meeting exhibits and up to two rendered views per meeting (up to 6 total).
- g. Prepare for and attend public meeting dry run with Village staff.
- h. Attend public information meeting.
- i. Prepare meeting summary and responses to comments received.

**Item 19 – Final Project Development Report** – Based on the outcome of the draft report review, public involvement activities and input from the Village and IDOT, the final Project Development Report will be prepared. Design Approval would be requested from IDOT. This work item will consist of the following tasks:

- a. Prepare a disposition of IDOT comments on the draft PDR.
- b. Revise, proofread, and edit the draft PDR report.
- c. Revise draft PDR exhibits and appendices.
- d. Provide Pre-Final PDR for Village approval. Includes QA/QC before submittal.
- e. Provide a disposition of Village comments and revise Pre-Final PDR up to one time for IDOT submittal. Includes QA/QC before submittal to IDOT.
- f. Prepare Checklist for Determination of State/Federal Approved Categorical Exclusions (BLR 19110).
- g. Submit the Final PDR to IDOT for Design Approval.

**Item 20 – Supervision, Administration and Project Coordination** - This item includes project setup, monthly invoicing and preparation of status reports, client coordination, and in-house coordination meetings. This item also includes implementation of Civiltech’s Quality Control/Quality Assurance in-house review process. It is recommended to hold monthly progress meetings with the Village. It is assumed that the project will be completed in 15 months.

Ardmore Avenue Improvements  
Village of Villa Park

**COST ESTIMATE OF CONSULTANT SERVICES  
PHASE I ENGINEERING**

	Task	Personnel & Hours											Total Hours	% of Hours	Labor Cost	
		Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/ Structural Engineer	Drainage/ Structural Engineer	Creative Director	Graphic Designer				Design Technician
		\$80.00	\$72.00	\$45.00	\$40.00	\$58.00	\$48.00	\$40.00	\$86.00	\$43.00	\$52.00	\$43.00	\$45.00			
1	Early Coordination and Data Collection															
2	Environmental Survey Request	0	0	20	30	0	2	2	0	0	0	0	42	96	2.2%	\$ 4,166
3	Field Survey and Preparation of Base CAD Drawing	0	8	30	66	0	0	0	0	0	0	0	44	148	3.4%	\$ 6,546
4	Crash Analysis	0	8	18	22	0	0	0	0	0	0	0	22	70	1.6%	\$ 3,256
5	Traffic Analysis	0	8	32	80	0	4	4	0	0	0	0	8	136	3.1%	\$ 5,928
6	Alternative Geometric Studies	2	6	8	72	52	194	0	0	0	0	0	64	398	9.2%	\$ 19,040
7	Preferred Geometric Studies	12	42	100	300	0	0	0	0	0	0	0	40	494	11.4%	\$ 22,284
8	Intersection Design Studies	4	70	104	278	0	0	0	0	0	0	0	20	476	11.0%	\$ 22,060
9	Cost Estimates	2	10	26	44	2	4	4	0	0	0	0	8	100	2.3%	\$ 4,638
10	Geotechnical Studies	11	29	28	92	0	0	0	8	8	0	0	0	176	4.1%	\$ 8,940
11	Wetland Studies	0	8	10	20	0	0	0	0	0	0	0	0	38	0.9%	\$ 1,826
12	Preliminary Environmental Site Assessment	0	26	0	64	0	0	0	0	0	0	0	26	116	2.7%	\$ 5,602
13	Drainage Study	0	6	4	0	0	0	0	0	0	0	0	0	10	0.2%	\$ 612
14	Structural Studies	2	2	4	0	0	0	0	40	382	0	0	0	430	9.9%	\$ 20,350
15	Section 4(f) Evaluation and Documentation	0	0	0	0	0	0	0	46	130	0	0	0	176	4.1%	\$ 9,546
16	Draft Project Development Report	2	22	32	52	0	0	0	0	0	0	0	8	116	2.7%	\$ 5,624
17	Agency Coordination	4	44	68	146	0	0	0	0	0	0	0	24	286	6.6%	\$ 13,468
18	Public Involvement	6	92	84	28	0	0	0	0	0	0	0	0	210	4.8%	\$ 12,004
19	Final Project Development Report	6	48	72	142	0	0	0	0	0	78	80	24	450	10.4%	\$ 21,432
20	Supervision, Administration & Project Coordination	2	34	50	90	0	0	0	0	0	0	0	12	188	4.3%	\$ 8,998
	<b>Sub-Total</b>	<b>97</b>	<b>571</b>	<b>716</b>	<b>1544</b>	<b>62</b>	<b>204</b>	<b>10</b>	<b>110</b>	<b>520</b>	<b>78</b>	<b>80</b>	<b>342</b>	<b>4334</b>	<b>5.1%</b>	<b>\$ 15,026</b>
	<b>% of Hours</b>	<b>2.2%</b>	<b>13.2%</b>	<b>16.5%</b>	<b>35.6%</b>	<b>1.4%</b>	<b>4.7%</b>	<b>0.2%</b>	<b>2.5%</b>	<b>12.0%</b>	<b>1.8%</b>	<b>1.8%</b>	<b>7.9%</b>		<b>100.0%</b>	
	Total Cost	\$7,760	\$41,112	\$32,220	\$61,760	\$3,596	\$9,792	\$400	\$9,460	\$22,360	\$4,056	\$3,440	\$15,390			\$211,346
	Multiplier*	2.70														\$570,634
	Direct Costs (See Exhibit A-4)															\$28,770
	Subconsultants (See Exhibit A-4)															\$212,400
																<b>\$811,804</b>

\* Multiplier includes Overhead and Profit

**Ardmore Avenue Improvements  
Village of Villa Park**

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/ Structural Engineer	Drainage/ Structural Engineer	Creative Director	Graphic Designer	Design Technician	Total Hours	% of Hours
<b>1</b>	<b>Early Coordination and Data Collection</b>														
a.	Collect and review previous studies and existing roadway plans.			6										6	6.3%
b.	Collect Land Use, Zoning, School District, Park District, etc. maps and plans.				6									6	6.3%
c.	Obtain public and private utility atlases.			4	8								8	20	20.8%
d.	Obtain existing signal timings and signal plans.						2	2						4	4.2%
e.	Obtain existing GIS and right-of-way data.												8	8	8.3%
f.	Perform two field visits including obtaining drone photography of corridor.			8	12								12	32	33.3%
g.	Obtain recent digital aerial photography of study area at a scale of 1" = 50'.												2	2	2.1%
h.	Prepare a base map to be used throughout Phase I study.			2	4								12	18	18.8%
	<b>Sub-total Item 1</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>30</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>42</b>	<b>96</b>	<b>100.0%</b>
<b>2</b>	<b>Environmental Survey Request</b>														
a.	Prepare exhibits for ESR submittal.		4	8	20								20	52	35.1%
b.	Identify properties greater than 40-year old. Prepare 40-year old Building Photolog and Summary Table.			4	36								16	56	37.8%
c.	Prepare and submit Bridge Bat Assessment Form(s) if required.		2	12	6								6	26	17.6%
d.	Prepare and Submit ESR Form.		2	6	4									12	8.1%
e.	Prepare GIS Shape Files of ESR boundary for inclusion in ESR submittal.												2	2	1.4%
	<b>Sub-total Item 2</b>	<b>0</b>	<b>8</b>	<b>30</b>	<b>66</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>148</b>	<b>100.0%</b>
<b>3</b>	<b>Field Survey and Preparation of Base CAD Drawing</b>														
	<i>Field Survey will be conducted by a subconsultant - Jorgensen &amp; Associates, Inc.</i>														
a.	Development of project base sheets and project CAD files.			2	2								6	10	14.3%
b.	Review of Field Survey		2	12	12									26	37.1%
c.	Draft existing public/private utilities in base file.		2	4	8								16	30	42.9%
d.	Coordination with subconsultant.		4											4	5.7%
	<b>Sub-total Item 3</b>	<b>0</b>	<b>8</b>	<b>18</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>22</b>	<b>70</b>	<b>100.0%</b>
<b>4</b>	<b>Crash Analysis</b>														
a.	Collect 5 years of crash data.			4										4	2.9%
b.	Tabulate data and plot collision diagrams.		4	16	60								8	88	64.7%
c.	Prepare wet/dry crash analysis				2									2	1.5%
d.	Prepare roadway lighting warrant analysis.				2									2	1.5%
e.	Perform pedestrian and bicycle safety analysis.			4			4	4						12	8.8%
f.	Evaluate safety improvement needs, identify countermeasures & recommendation, and write analysis.		4	8	16									28	20.6%
	<b>Sub-total Item 4</b>	<b>0</b>	<b>8</b>	<b>32</b>	<b>80</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>136</b>	<b>100.0%</b>

**Ardmore Avenue Improvements  
Village of Villa Park**

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/Structural Engineer	Drainage/Structural Engineer	Creative Director	Graphic Designer	Design Technician	Total Hours	% of Hours
<b>5</b>	<b>Traffic Analysis</b>														
a.	Obtain 24-hour turning movement, bike, and pedestrian counts (assume 33 intersections)				48								48	96	24.1%
b.	Obtain mid-block 24-hour speed and volume counts using radar units at two locations.				4								4	8	2.0%
c.	Obtain 15-hour mid-block pedestrian crossing usage between Rand Road/Congress Street and Jackson Street using VCU's.				8								8	16	4.0%
d.	Reduce and tabulate traffic count data; determine peak hours, prepare traffic volume, speed, and pedestrian crossing exhibits.				12		60							72	18.1%
e.	Obtain 2050 traffic projections from CMAP.					2	2							4	1.0%
f.	Develop design hourly traffic volumes (DHFV's).					6	16							22	5.5%
g.	Perform A.M. and P.M. existing and Opening Day capacity analyses at corridor intersections					20	60							80	20.1%
h.	Perform A.M. and P.M. 2050 Build and No-Build peak hour capacity analyses at St. Charles Road					4	8							12	3.0%
i.	Summarize traffic analysis findings for inclusion in project documentation.	2	4	8		12	32							58	14.6%
j.	Analyze potential crossing improvements at Lufkin Park, the Illinois Prairie Path, and the Great Western Trail crossings.		2			8	12							22	5.5%
k.	Train Village staff to use Miovision camera, equipment, and complete data processing.						4						4	8	2.0%
	<b>Sub-total Item 5</b>	<b>2</b>	<b>6</b>	<b>8</b>	<b>72</b>	<b>52</b>	<b>194</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>64</b>	<b>398</b>	<b>100.0%</b>
<b>6</b>	<b>Alternative Geometric Studies</b>														
a.	Prepare up to 3 roadway typical sections to accommodate vehicular, pedestrian and cyclist traffic.		6	8	24								15	53	10.7%
b.	Prepare concepts for up to 3 horizontal geometric roadway segment concepts.	8	20	60	180								10	278	56.3%
c.	Evaluate preliminary right-of-way needs, environmental impacts, and constructability of each alternative.	4	10	20	48									82	16.6%
d.	Prepare and revise a Traffic, Geometric, and Safety Analysis Tech Memo.		6	12	48								15	81	16.4%
	<b>Sub-total Item 6</b>	<b>12</b>	<b>42</b>	<b>100</b>	<b>300</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>494</b>	<b>100.0%</b>
<b>7</b>	<b>Preferred Geometric Studies</b>														
a.	Define horizontal geometrics for the preferred alternative.		16	40	100									156	32.8%
b.	Define vertical roadway geometrics including detailed analysis of proposed roadway cross sections.		16	16	48									80	16.8%
c.	Evaluate the sidewalk for ADA/PROWAG compliance.		2	2	10									14	2.9%
d.	Determine existence of and potential for environmental impacts due to the proposed improvement.	2	6	6	26									40	8.4%
e.	Identify right-of-way needs and prepare right-of-way acquisition table		4	6	10									20	4.2%
f.	Design vehicle turning-template analyses will be completed using AutoTURN software.		6	10	36									52	10.9%
g.	Prepare plan and profile exhibits.	2	20	24	48								20	114	23.9%
	<b>Sub-total Item 7</b>	<b>4</b>	<b>70</b>	<b>104</b>	<b>278</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>20</b>	<b>476</b>	<b>100.0%</b>

**Ardmore Avenue Improvements  
Village of Villa Park**

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/Structural Engineer	Drainage/Structural Engineer	Creative Director	Graphic Designer	Design Technician	Total Hours	% of Hours
<b>8</b>	<b>Intersection Design Studies</b>														
a.	Prepare IDS base sheets.		4	16	20								4	44	44.0%
b.	Complete Design Vehicle and Control Vehicle turning template analyses using AutoTURN software.		2	4	8									14	14.0%
c.	Prepare roadway profiles through intersection turn lane approach tapers.			4	8								4	16	16.0%
d.	Complete intersection sight distance analyses.	2	2	2	8									14	14.0%
e.	Compile and insert traffic data into IDS sheets.		2			2	4	4						12	12.0%
	<b>Sub-total Item 8</b>	<b>2</b>	<b>10</b>	<b>26</b>	<b>44</b>	<b>2</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>100</b>	<b>100.0%</b>
<b>9</b>	<b>Cost Estimates</b>														
a.	Preliminary Geometric Concepts		10	20	56									86	48.9%
c.	Update for Draft PDR		2	6	24									32	18.2%
d.	Update for Final PDR	1	1	2	12									16	9.1%
e.	QA/QC of Cost Estimates	10	16						8	8				42	23.9%
	<b>Sub-total Item 9</b>	<b>11</b>	<b>29</b>	<b>28</b>	<b>92</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>176</b>	<b>100.0%</b>
<b>10</b>	<b>Geotechnical Studies</b>														
	<i>Geotechnical Studies will be conducted by a subconsultant - Midland Standard Engineering and Testing, Inc.</i>														
a.	Pavement Design		4	8	20									32	84.2%
b.	Review of Geotechnical Report		2	2										4	10.5%
c.	Coordination with subconsultant.		2											2	5.3%
	<b>Sub-total Item 10</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>38</b>	<b>100.0%</b>
<b>11</b>	<b>Wetland Studies</b>														
a.	Desktop Review		2		8									10	8.6%
b.	On-Site Wetland Investigation		16		16									32	27.6%
c.	Wetland Delineation Report		2		24								6	32	27.6%
d.	T&E Consultation - Assume IPaC and EcoCAT		2		8									10	8.6%
e.	Prepare wetland impact evaluation form and exhibits.		1		2								8	11	9.5%
f.	Prepare online WIE form.		1		2								4	7	6.0%
g.	Submit WIE exhibits and form to Village for review. Assume 1 revision.		1		2								4	7	6.0%
h.	Submit WIE exhibits and form to IDOT. Assume 1 revision.		1		2								4	7	6.0%
	<b>Sub-total Item 11</b>	<b>0</b>	<b>26</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>26</b>	<b>116</b>	<b>100.0%</b>

**Ardmore Avenue Improvements  
Village of Villa Park**

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/ Structural Engineer	Drainage/ Structural Engineer	Creative Director	Graphic Designer	Design Technician	Total Hours	% of Hours
<b>12</b>	<b>Preliminary Environmental Site Assessment</b>														
	<i>Preliminary Environmental Site Assessment will be conducted by a subconsultant - Huff &amp; Huff</i>														
a.	Coordination with subconsultant.		4											4	40.0%
b.	Review of PESA Report		2	4										6	60.0%
	<b>Sub-total Item 12</b>	<b>0</b>	<b>6</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>100.0%</b>
<b>13</b>	<b>Drainage Study</b>														
	<i>Existing Drainage Plan</i>														
a.	Obtain and review previous drainage studies, applicable permits, and documented drainage problems and complaints								1	8				9	2.1%
b.	Prepare General Location Drainage Map.								1	8				9	2.1%
c.	Obtain contour mapping of study area.									4				4	0.9%
d.	Determine watershed divides and identify drainage features.								2	12				14	3.3%
e.	Identify drainage outlets and determine interpreted drainage divides.								2	16				18	4.2%
f.	Identify existing drainage problems within the project limits.								2	8				10	2.3%
g.	Perform plan in hand field reconnaissance to review existing drainage conditions.								4	8				12	2.8%
h.	Develop Existing Drainage Plan sheets for the project study limits.								8	100				108	25.1%
i.	Submit Existing Drainage Plan (EDP) to the Village.								2					2	0.5%
	<i>Proposed Drainage Plan</i>														
a.	Develop and document design criteria for the proposed drainage design.								1	8				9	2.1%
b.	Address project compliance with the DuPage County Stormwater and Floodplain Ordinance.								1	4				5	1.2%
c.	Develop recommended Proposed Drainage Plan for the project study limits.								4	160				164	38.1%
d.	Submit Proposed Drainage Plan (PDP) to the Village.								2					2	0.5%
	<i>Drainage Technical Memorandum</i>														
a.	Develop a Location Drainage Technical Memorandum (LDTM) that summarizes the existing and proposed drainage plan.								8	40				48	11.2%
b.	Submit the LDTM to the Village and IDOT for review.	2	2	4					2	6				16	3.7%
	<b>Sub-total Item 13</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>382</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>430</b>	<b>100.0%</b>
<b>14</b>	<b>Structural Studies</b>														
a.	Inspect Existing Bridge over CN RR								6	6				12	6.8%
b.	Prepare and submit Bridge Condition Report to assess repair options at the bridge								20	80				100	56.8%
c.	Inspect Existing Culvert at Sugar Creek								4	4				8	4.5%
d.	Prepare and submit Technical Memo to assess culvert condition and options for replacement or extension								16	40				56	31.8%
	<b>Sub-total Item 14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>130</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>176</b>	<b>100.0%</b>
<b>15</b>	<b>Section 4(f) Evaluation and Documentation</b>														
a.	Complete checklist and appendices for each facility.	2	8	12	20									42	36.2%
b.	Prepare 4(f) exhibits for each facility.		2	8	16							8		34	29.3%
c.	Address any public comments.		4	4										8	6.9%
d.	Prepare materials for Village review.				4									4	3.4%
e.	Provide draft letters to the Official with Jurisdiction for their concurrence and signature for each facility.		4	4	4									12	10.3%
f.	Submit documentation to IDOT/FHWA for approval for each facility.		4	4	8									16	13.8%
	<b>Sub-total Item 15</b>	<b>2</b>	<b>22</b>	<b>32</b>	<b>52</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>116</b>	<b>100.0%</b>
<b>16</b>	<b>Draft Project Development Report</b>														
a.	Write, proofread, and edit the Draft PDR.		12	32	80									124	43.4%
b.	Prepare report exhibits.		8	12	24							20		64	22.4%
c.	Compile appendices.		6	6	12									24	8.4%
d.	Prepare Design Exception Guidelines (BLR 22000)		4	4	6									14	4.9%
e.	Prepare Design Exception Forms (BLR 22120) Assume up to 5 forms.		8	8	12									28	9.8%
f.	Provide Draft PDR for Village review. Includes QA/QC before submittal.	2	2		2									6	2.1%
g.	Provide a disposition of Village comments and revise Draft PDR one time. Includes QA/QC before submittal to IDOT.	2	2	4	10							4		22	7.7%
h.	Attend review meeting/phone conference with the Village and IDOT, if required.		2	2										4	1.4%
	<b>Sub-total Item 16</b>	<b>4</b>	<b>44</b>	<b>68</b>	<b>146</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>24</b>	<b>286</b>	<b>100.0%</b>

**Ardmore Avenue Improvements  
Village of Villa Park**

**WORKHOUR ESTIMATE  
PHASE I ENGINEERING**

Item No.	Task	Senior Project Manager	Project Manager	Project Engineer	Design Engineer	Senior Traffic Engineer	Traffic Engineer IV	Traffic Engineer II	Sr. Drainage/Structural Engineer	Drainage/Structural Engineer	Creative Director	Graphic Designer	Design Technician	Total Hours	% of Hours
<b>17 Agency Coordination</b>															
a.	IDOT Kickoff meeting		2	4	4									10	4.8%
b.	Village Coordination/Design Review Meetings - Assume 3 meetings.		8	8	8									24	11.4%
c.	DuPage County Division of Transportation coordination - Assume email coordination and 3 meetings.		8	8	8									24	11.4%
d.	ICC and Railroad Coordination Meetings - Assume 1 meeting with ICC, CN, and Union Pacific.		6	6	6									18	8.6%
e.	Coordination regarding adjacent projects with Village and consultant staff. Assume 2 meetings.		4	4										8	3.8%
f.	Phone email coordination with stakeholders. Assume up to 3 meetings.		24	24										48	22.9%
g.	Coordination with IDOT regarding processing of submittals and reviews.	2	24	16										42	20.0%
h.	Coordination with DMMC for project programming.	2	2											4	1.9%
i.	IDOT Detour Committee Meeting attendance and coordination.		4	4										8	3.8%
j.	Complete PPI Form	2	2	2										6	2.9%
k.	Complete ADA Project Alert Form		2	2	2									6	2.9%
l.	Complete STP Quarterly Update Forms, assume 5 updates to be completed.		6	6										12	5.7%
	<b>Sub-total Item 17</b>	<b>6</b>	<b>92</b>	<b>84</b>	<b>28</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>210</b>	<b>100.0%</b>
<b>18 Public Involvement</b>															
	Assume 3 public information meetings:														
a.	Selection of and coordination with meeting venue.		6	6										12	2.7%
b.	Preparation of invitation letters to area residents and businesses.			6	6									12	2.7%
c.	Preparation of public meeting newspaper display advertisement.			6	6									12	2.7%
d.	Preparation of Public meeting brochure.		6	6	16						12			40	8.9%
e.	Distribution of public meeting notification letters to area residents and businesses.		6	6	40						6		12	70	15.6%
f.	Preparation of public meeting exhibits and rendered views.		6	12	36						60	80	12	206	45.8%
g.	Preparation for and attendance at public meeting dry run with Village staff.		6	6	6									18	4.0%
h.	Attendance at public information meeting.	6	12	12	12									42	9.3%
i.	Preparation of meeting summary and disposition of comments.		6	12	20									38	8.4%
	<b>Sub-total Item 18</b>	<b>6</b>	<b>48</b>	<b>72</b>	<b>142</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>78</b>	<b>80</b>	<b>24</b>	<b>450</b>	<b>100.0%</b>
<b>19 Final Project Development Report</b>															
a.	Prepare a disposition of IDOT comments on the Draft PDR.		2	4	8									14	7.4%
b.	Revise, proofread and edit the Draft PDR text.		16	20	32									68	36.2%
c.	Revise Draft PDR Exhibits and Appendices.		8	12	20								12	52	27.7%
d.	Provide Pre-Final PDR for Village approval. Includes QA/QC before submittal.	2	2	4	8									16	8.5%
e.	Provide disposition of Village comments and revise Pre-Final PDR up to 1 time.		2	4	12									18	9.6%
f.	Prepare Checklist for Determination of State/Federal Approved Categorical Exclusions (BLR 19110)		2	4	8									14	7.4%
g.	Submit the Final PDR to IDOT for Design Approval.		2	2	2									6	3.2%
	<b>Sub-total Item 19</b>	<b>2</b>	<b>34</b>	<b>50</b>	<b>90</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>188</b>	<b>100.0%</b>
<b>20 Supervision, Administration &amp; Project Coordination</b>															
a.	Project setup, monthly invoicing, status reports & schedule monitoring. Assume 15 months.		32	8										40	18.2%
b.	Client Coordination.	4	18											22	10.0%
c.	In-House coordination meetings.		18	18	18									54	24.5%
d.	Quality Control/Quality Assurance in-house review process.	40	40			8			16	0	0	0	0	104	47.3%
	<b>Sub-total Item 20</b>	<b>44</b>	<b>108</b>	<b>26</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>220</b>	<b>100.0%</b>
	<b>Total Hours:</b>	<b>97</b>	<b>571</b>	<b>716</b>	<b>1544</b>	<b>62</b>	<b>204</b>	<b>10</b>	<b>110</b>	<b>520</b>	<b>78</b>	<b>80</b>	<b>342</b>	<b>4334</b>	
	<b>% of Hours:</b>	<b>2.2%</b>	<b>13.2%</b>	<b>16.5%</b>	<b>35.6%</b>	<b>1.4%</b>	<b>4.7%</b>	<b>0.2%</b>	<b>2.5%</b>	<b>12.0%</b>	<b>1.8%</b>	<b>1.8%</b>	<b>7.9%</b>	<b>100.0%</b>	

**Ardmore Avenue Improvements  
Village of Villa Park**

**PHASE I ENGINEERING  
DIRECT COSTS AND SUBCONSULTANT SERVICES**

				Direct Cost	Subconsultant Expense	
<b>Item 1</b>	<b>Early Coordination and Data Collection</b>					
<b>Mileage</b>						
	2 trips @	22 miles @	\$0.670	\$29.48		
<b>Item 2</b>	<b>Environmental Survey Request</b>					
<b>Mileage</b>						
	2 trips @	22 miles @	\$0.670	\$29.48		
<b>Item 3</b>	<b>Field Survey and Preparation of Base CAD Drawing</b>					
Subconsultant Expense - Jorgensen and Associates, Inc. See Attachment A					\$149,491.09	
<b>Item 5</b>	<b>Traffic Analysis</b>					
<b>Mileage</b>						
	8 trips @	22 miles @	\$0.670	\$117.92		
<b>Video Count Data Reduction</b>		34 locations x \$410 each		\$13,940.00		
<b>Pedestrian Crossing Counts</b>		6 cameras x \$6 / hr for 15 hr		\$540.00		
<b>Miovision Equipment</b>				\$8,000.00		
<b>Item 10</b>	<b>Geotechnical Studies</b>					
Subconsultant Expense - Midland Standard Engineering and Testing, Inc. See Attachment B					\$51,915.00	
<b>Item 11</b>	<b>Wetland Studies</b>					
<b>Mileage</b>						
	2 trips @	22 miles @	\$0.670	\$29.48		
<b>Item 12</b>	<b>Preliminary Environmental Site Assessment</b>					
Subconsultant Expense - Huff & Huff See Attachment C					\$10,994.00	
<b>Item 16</b>	<b>Public Involvement</b>					
<b>Mileage</b>						
	6 trips @	22 miles @	\$0.670	\$88.44		
Legal Ad		6 each @	\$250.00	\$1,500.00		
Location Rental Fee		3 each @	\$500.00	\$1,500.00		
Printing		1,500 sheets @	\$0.50	\$750.00		
Public Meeting Supplies (foam core board, easels, etc.)				\$1,000.00		
<b>Postage</b>						
3 meetings @ 500 letters						
	1500 letters	\$0.73		\$1,095.00		
	15 Certified Letters	\$10.00		\$150.00		
<b>TOTAL:</b>				<b>\$28,770</b>	<b>\$212,400</b>	

**DIRECT COSTS AND SUBCONSULTANT SERVICES**

**EXHIBIT A-4**

**Page 1 of 1**

January 15, 2025

# **Attachment A**

Jorgensen and Associates

ARDMORE AVENUE IMPROVEMENTS  
VILLAGE OF VILLA PARK



**JORGENSEN & ASSOCIATES, INC.**  
**LAND SURVEYORS**  
*Est. 1990*

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December 4, 2024

Mr. James R. Tibble, P.E.  
Civiltech Engineering, Inc.  
Two Pierce Place  
Suite 1400  
Itasca, Illinois 60143

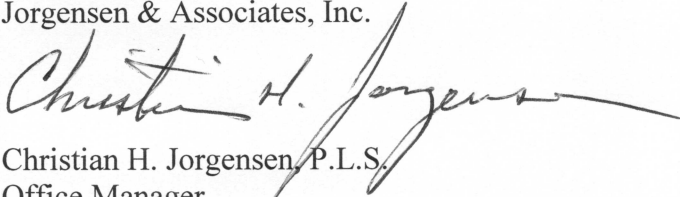
Re: Village of Villa Park - Ardmore Avenue - Roosevelt Road to North Avenue Survey  
Proposal

Dear Mr. Tibble:

Enclosed please find our revised proposal to prepare a topographic survey for the referenced project. Our proposal is based on your email of November 13<sup>th</sup> and December 3<sup>rd</sup>.

I would like to thank you for considering Jorgensen & Associates for this project. We look forward to continuing our working relationship with your firm. Should you have any questions, comments or require any further information concerning our proposal, please feel free to call me at (847)708-7546.

Respectfully submitted,  
Jorgensen & Associates, Inc.



Christian H. Jorgensen, P.L.S.  
Office Manager

CHJ/pt

Enclosures

E:\Civiltech\Villa Park\Ardmore Avenue\Letter

Route: Ardmore Avenue  
Section: Roosevelt Road to North Avenue  
County: DuPage  
Job No.:

**Exhibit "A"**

Payroll Burden & Fringe Costs

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act _____	11.96%
State Unemployment Compensation _____	0.32%
Federal Unemployment Compensation _____	0.13%
Workmen's Compensation Insurance _____	1.35%
Paid Holidays, Vacation, Sick Leave, Personal Leave _____	11.22%
Bonus _____	4.12%
401(K) _____	0.88%
Group Insurance _____	<u>42.24%</u>
Total Payroll Burden & Fringe Costs	72.22%

Route: Ardmore Avenue  
 Section: Roosevelt Road to North Avenue  
 County: DuPage  
 Job No.:

**Exhibit "B"**

Overhead and Indirect Costs

	<u>% of Direct Productive Payroll</u>
Business Insurance _____	4.26%
Depreciation _____	4.22%
Indirect wages and salaries _____	43.10%
Office Expenses _____	1.18%
Office Supplies _____	2.59%
Dues & Subscriptions _____	0.54%
Computer Software _____	4.32%
Professional Fees _____	1.57%
Telephone _____	2.77%
Fees, license & dues _____	0.05%
Repairs and maintenance _____	2.30%
Business space rent _____	4.74%
Facilities - capital _____	0.33%
In-house mileage _____	-5.71%
Survey Supplies _____	0.80%
Automobile/travel expense _____	7.16%
Miscellaneous Expense _____	0.54%
State Income Tax _____	0.39%
Recruiting _____	1.05%
Postage _____	0.10%
Educational & Professional Registrations _____	0.26%
Tech _____	<u>1.66%</u>
 Total Overhead	 78.22%

**PAYROLL ESCALATION TABLE  
FIXED RAISES**

FIRM NAME Jorgensen & Associates, Inc.  
PRIME/SUPPLEMENT Prime

DATE 12/04/24  
PTB NO. \_\_\_\_\_

CONTRACT TERM 12 MONTHS  
START DATE 12/4/2024  
RAISE DATE 6/4/2025

OVERHEAD RATE 150.44%  
COMPLEXITY FACTOR \_\_\_\_\_  
% OF RAISE 0.00%

**ESCALATION PER YEAR**

12/4/2024 - 6/4/2025

6/5/2025 - 12/4/2025

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6  
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12

6  
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12

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= 50.00%  
= 1.0000

50.00%

0.00%

**The total escalation for this project would be:**





## AVERAGE HOURLY PROJECT RATES

FIRM Jorgensen & Associates, Inc.  
 PSB \_\_\_\_\_  
 PRIME/SUPPLEMENT Prime

DATE 12/04/24

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJECT RATES			(1) Field-Topographic Survey			(2) Office-Compile Field Data			(3) Office-Create Existing Topogrpahy Base File			(4) Office-Create T.I.N. & Contours			(5) QC/QA		
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Supervisor, P.L.S.	47.00	146	9.09%	4.27				104	53.06%	24.94							42	100.00%	47.00
Survey Party Chief, P.L.S.	34.50	572	35.62%	12.29	572	50.00%	17.25												
Instrument Operator	21.25	572	35.62%	7.57	572	50.00%	10.63												
Cadd Supervisor	36.25	316	19.68%	7.13				92	46.94%	17.02	198	100.00%	36.25	26	100.00%	36.25			
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<b>TOTALS</b>		1606	100%	\$31.26	1144	100.00%	\$27.88	196	100%	\$41.95	198	100%	\$36.25	26	100%	\$36.25	42	100%	\$47.00

Route: Ardmore Avenue  
 Section: Roosevelt Road to North Avenue  
 County: DuPage  
 Job No.:

**Manhour Breakdown  
 Topographic Survey Estimate**

Park Boulevard	$\pm$	465'	=	$\pm$	0.088 mile
Ardmore Avenue	$\pm$	<u>16,700'</u>	=	$\pm$	<u>3.163 miles</u>
Total Length	$\pm$	<u>17,165'</u>	=	$\pm$	<u>3.251 miles</u>

1. Field – Topographic Survey

a. Measure traverse, level circuit & G.P.S. survey 41 hours x 2 men =	82 MH
b. Search & locate existing R.O.W. lines 103 hours x 2 men =	206 MH
c. Locate existing topography & inverts 428 hours x 2 men =	<u>856 MH</u>
Sub-total Item #1	1,144 MH

2. Office - Compile Field Data

a. Compute traverse, level circuit & G.P.S. survey 18 hours x 1 man =	18 MH
b. Edit & compile field data 72 hours x 1 man =	72 MH
c. Research records 4 hours x 1 man =	4 MH
d. Compute existing R.O.W. lines 102 hours x 1 man =	<u>102 MH</u>
Sub-total Item #2	196 MH

3. Office - Create Existing Topography Base File		
a. Layout and drafting		
198 hours x 1 man =		198 MH
4. Office - Create T.I.N. & Contours		
a. Compute contours		
26 hours x 1 man =		26 MH
5. QC/QA		
a. Check topographic survey		
37 hours x 1 man =		37 MH
b. Check contours		
5 hours x 1 man =		<u>5 MH</u>
	Total All Items	1,606 MH

Route: Ardmore Avenue  
Section: Roosevelt Road to North Avenue  
County: DuPage  
Job No.:

**Breakdown of  
In House Direct Costs**

Item

1. Field – Topographic Survey

a. Trips to project site – 72 each  
 $\pm 100 \text{ miles/trip} \times 72 \text{ trips} = \pm 7,200 \text{ miles}$   
 $\pm 7,200 \text{ miles} @ \$0.67/\text{mile} =$  \$ 4,824.00

## **Attachment B**

Midland Standard Engineering & Testing, Inc.

ARDMORE AVENUE IMPROVEMENTS  
VILLAGE OF VILLA PARK



WWW.MSETINC.COM

**MIDLAND STANDARD ENGINEERING & TESTING, INC.**

140 Nolen Drive South Elgin, Illinois, 60177

(847) 844-1895 f(847) 844-3875

November 15, 2024

Mr. James Tibble, P.E.  
**Civiltech Engineering, Inc.**  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

Re: Proposal for Roadway Geotechnical Report (RGR) and Pavement Cores  
**Ardmore Avenue, IL. Route 38 to IL Route 64**  
Villa Park, Illinois

Dear Mr. Tibble:

We are pleased to have the opportunity to submit the following proposal for performance of a Roadway Geotechnical Report and pavement coring for the proposed road reconstruction on the referenced project.

Project Description and Scope of Work

The project consist of two sections as follows:

1. Ardmore Avenue from IL 38 to Madison Avenue – 5300 lineal feet resurfacing. A total of eleven (11) pavement cores with subgrade soil testing, spaced at 500-foot intervals, is planned.
2. Ardmore Avenue from Madison Avenue to IL Route 64 – 11,000 lineal feet pavement reconstruction. A total of thirty-seven (37) soil borings with pavement cores, spaced at 300-foot intervals is planned.

Method of Performance - Field Work

The typical subgrade soil survey exploration will be accomplished by performing soil borings and pavement cores to provide existing pavement measurements and subgrade soil conditions.

- a) Soil survey and structure borings will be extended to depths of seven (7) feet with split spoon sampling at 30-inch intervals or more frequently if required to sample all soil strata.
- b) Pavement cores will be made with an electric drill/core barrel setup along the existing alignment to determine the existing pavement section.
- c) Laboratory testing will include moisture content determinations, consistency (penetrometer value), determination on cohesive soil samples and classification tests as required to identify major subgrade soil types, and an Illinois Bearing Ratio test will be performed on the dominant subgrade soil.

The soil survey borings will be performed in compliance with the current State of Illinois, Geotechnical Manual'.

Method of Performance - Analysis and Report

The boring information will be used to develop soils profile drawings and boring logs as required which will be prepared showing the soil types and test data in accordance with applicable specifications. Pavement core information will be presented on core logs. We understand that reproducible copies of the plan and profile showing existing and proposed grade will be provided by Civiltech for our plotting of the soil profile.

The results of this field exploration and laboratory testing would be used in an analysis and formulation of our recommendations. Major subject areas for our analysis, recommendations and report would include:

1. Identification of subgrade soil treatment areas.
2. General earthwork recommendations.
3. Description of the existing pavement section encountered in the cores.
4. Subgrade soil strength criteria for input to the pavement design being done by the Design Engineer.
5. Provide options for pavement reconstruction including FDR treatments.

A written IDOT Roadway Geotechnical Report summarizing and presenting the data and recommendations will be prepared by a Professional Engineer, licensed in the State of Illinois.

Schedule and Timing

We will begin on work after notice to proceed, and utility clearance. We plan on mobilizing and doing all the borings concurrently. Final reports and profiles will be coordinated with Civiltech as the base plan and profile drawings and other designs are completed.

Fee

We propose to provide this work at the unit rates quoted on the attached Schedule of Services and Fees, Attachments 1. These estimated quantities and unit rates are based on information as outlined in this proposal and experience on past projects. On the basis of the above information, we estimate that these services can be provided for a fee of: **\$ 51,915.00.**

Closure

Our staff is acquainted with the local subsurface conditions and has participated in the planning, development and execution of numerous highway soil explorations in this area. We appreciate the opportunity to provide our services and look forward to working with you on this project. If you have any questions concerning our proposed scope of work or fees, please contact us.

Very truly yours,  
MIDLAND STANDARD ENGINEERING & TESTING, INC.



William J. Wyzgala, P.E.  
Vice President

WJW

Enclosure: Attachment 1

**ATTACHMENT 1**  
**SCHEDULE OF SERVICES AND FEES**  
Ardmore Avenue from Route 38 to Route 64  
Villa Park, Illinois

<u>Item</u>	<u>Estimated Quantity</u>	<u>Unit Cost</u>	<u>Extension</u>
<u>Field Services</u>			
Layout Core & Boring location using Trimble Satelite Receiver, JULIE Clearance, per hour	8	\$180.00	\$1,440.00
Mobilization of Drilling/Coring equipment, traffic control and personnel, per day	3	\$250.00	\$750.00
Roadway profile borings, 7' deep, with Split Spoon Sampling, each	38	\$230.00	\$8,740.00
Pavement Core, each	48	\$195.00	\$9,360.00
Subgrade Soil, DCP Strength Test & Mc Sample, ea.	11	\$65.00	\$715.00
Traffic Control, signs, barricades, Flagmen, etc., per day	8	\$900.00	\$7,200.00
		<b>Field Services Total:</b>	<b>\$28,205.00</b>
<u>Laboratory Services</u>			
Moisture Content Determinations, ea	125	\$6.00	\$750.00
Pavement Core, Measure, Log & Photo, each	48	\$25.00	\$1,200.00
Atterberg Limit Determination, ea.	12	\$115.00	\$1,380.00
Grain Size Analysis by Hydrometer, ea.	12	\$135.00	\$1,620.00
Organic Content Tests, ea.	4	\$90.00	\$360.00
Illinois Bearing Ratio Test including Standard proctor Test, ea.	2	\$325.00	\$650.00
		<b>Laboratory Services Total:</b>	<b>\$5,960.00</b>
<u>Engineering Services for RGR Report Including:</u>			
Layout Coordination w/Design Engineer			
Utility Clearance and Permits			
Engineering Supervision of Soil Borings			
Preparation of Soil Profile Drawings			
Summary of Existing Pavement Materials			
Analysis and Recommendations for Subgrade			
Preparation, Option for FDR Treatments, IDOT RGR Report, Consultation			
	<u>Est. Quantity</u>	<u>Rate/Hour</u>	<u>Extension</u>
Principal Engineer, per hr.	2	\$160.00	\$320.00
Geotechnical Engineer, per hr.	40	\$150.00	\$6,000.00
Staff Engineer, per hr.	20	\$110.00	\$2,200.00
Field Engineer, per hr.	30	\$105.00	\$3,150.00
Engineering Technician, per hr.	64	\$95.00	\$6,080.00
		<b>Engineering Services Total:</b>	<b>\$17,750.00</b>
		<b>TOTAL:</b>	<b>\$51,915.00</b>

# **Attachment C**

Huff & Huff, Inc.

ARDMORE AVENUE IMPROVEMENTS  
VILLAGE OF VILLA PARK



A Subsidiary of GZA



November 18, 2024

via email: [jtibble@civiltechinc.com](mailto:jtibble@civiltechinc.com)

James R. Tibble, P.E. – Senior Project Manager  
Civiltech Engineering, Inc.  
Two Pierce Place, Suite 1400  
Itasca, Illinois 60143

**Re: Phase I Environmental Services  
Ardmore Avenue Improvements  
Villa Park, DuPage County, Illinois  
Proposal No. 81.P013119.25**

Dear Mr. Tibble:

Huff & Huff, Inc., a subsidiary of GZA, Inc. (GZA) is pleased to submit this proposal to Civiltech Engineering, Inc. (Client) to conduct natural resource and special waste services for the Ardmore Avenue Improvement project in the Village of Villa Park, Cook County, Illinois (Village). Client has requested regulated Substances services include the completion of a Preliminary Environmental Site Assessment (PESA). This proposal presents our: Project Understanding; Scope of Services; Level of Effort, Cost, and Schedule; and Proposal Acceptance. Terms and Conditions are included as an attachment.

**1. PROJECT UNDERSTANDING**

GZA understands that the Village has received STP funding for the improvement of Ardmore Avenue from IL Route 38 (Roosevelt Road) to IL Route 64 (North Avenue). The project corridor is approximately 3-miles in length and a Client provided figure depicting project limits is attached for reference. Land-use along the project corridor includes a mix of residential, institutional, parks, commercial and industrial with two (2) active railroad crossings including an at-grade crossing and a fly-over; and two (2) former railroad corridors redeveloped as the Great Western Trail and Prairie Path.

We understand the scope of the project will include segments of roadway resurfacing and reconstruction, bicycle and pedestrian improvements, and traffic calming improvements. The scope of this proposal is specifically for the local jurisdiction and excludes the IDOT-controlled intersections with Ardmore Avenue, including IL Route 38 (Roosevelt Road) and IL Route 64 (North Avenue) and we anticipate that IDOT will perform a PESA for areas under their jurisdiction.

**2. SCOPE OF SERVICES**

**Task 1: Preliminary Environmental Site Assessment (PESA)**

GZA will complete a PESA for the local jurisdiction along Ardmore Avenue between IL-38 and IL-64 and the process will follow general protocols contained within:

- A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation (IDOT) Highway Projects (Erdmann et al., 2012).
- ASTM International (ASTM) standard 1527-21.

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION  
MANAGEMENT

915 Harger Road  
Suite 330  
Oak Brook, IL 60523  
T: 630.684.9100  
F: 630.684.9120  
[www.huffnhuff.com](http://www.huffnhuff.com)  
[www.gza.com](http://www.gza.com)



- Chapter 27-3 of the IDOT Bureau of Design and Environment (BDE) (December 2019) Manual. The IDOT BDE Manual was published September 2012 and Revised August 2023.
- IDOT Bureau of Local Roads and Streets (BLRS) Manual, Chapter 20-12, Special Waste, July 2013.
- Public Act 96-1416.
- Clean Construction or Demolition Debris Fill Operations (CCDD) and Uncontaminated Soil Fill Operations: Amendments to 35 Illinois Administrative Code 1100. Effective on August 27, 2012.

#### A. Site Evaluation

Current environmental features and conditions of sites adjacent to the right-of-way/project area (local, non-IDOT jurisdiction) will be evaluated. A site walkover of potential right-of-way/project areas designated for excavation and/or acquisition will be conducted for first-hand evaluation of current environmental conditions within the project limits. The features and conditions listed above will be investigated and, as appropriate, documented in photographs. The land-use and housekeeping practices of adjacent properties also will be evaluated in accordance with ASTM protocols.

#### B. Records Review

A records review will be conducted to determine potential environmental concerns within the study area. It will include a search of standard state and federal environmental record databases in accordance with the specifications of ASTM standards. This search is based on the outline of the study area. Specifically, H&H/HZA will search each database to identify any potential sources requiring further investigation. As appropriate, Freedom of Information Act (FOIA) requests will be filed with the Illinois Environmental Protection Agency (IEPA) to obtain additional data pertaining to identified sites.

#### C. Report Preparation

One report summarizing the results of the evaluation will be prepared. The following information will be included in this report:

- a) The project location and description
- b) Historical uses of corridors.
- c) The area geology and hydrology.
- d) The environmental status of sites adjacent to the corridors regarding chemical use and storage, underground and aboveground storage tanks, solid waste, special waste, and hazardous waste, and PCBs.
- e) An analysis of the site inspection.
- f) A summary of the findings regarding environmental concerns. This will include IDOT's BDE Manual Chapter 27-3, Special Waste Procedures, and identification of Potentially Impacted Properties (PIPs) per Subpart F, Section 1100, 35 IAC, related to Clean Construction or Demolition Debris management.

#### **Task 2: Project Administration**

Time under this task includes project administration and management activities that include cost and schedule tracking; coordination with Client on authorized activities; memo production and other in-house management activities; and project closeout. This task includes preparing a Health and Safety Plan as appropriate for the project and tasks therein.

#### **Task 3: QA/QC**

Time under this task includes Quality Assurance/Quality Control (QA/QC) time for the reports as described above.



**3. LEVEL OF EFFORT AND SCHEDULE**

The fee for the currently proposed scope of services is included on the attached CECS worksheets in IDOT BLR 05514 CPFF format. The PESA work will commence within five business days of project approval, with a target completion date of ten (10) weeks from the date of approval. Tasks will be coordinated with Client and the Village’s schedules. If an expedited schedule is necessary, GZA will coordinate with Client to establish a schedule that is appropriate for the project needs.

Conditions of Engagement

The conditions of engagement are described in the attached Terms and Conditions for Professional Services. GZA’s reports will be prepared on behalf of and for the exclusive use of Client. Client acknowledges and agrees that the report and the findings in the report shall not, in whole or in part, be disseminated or conveyed to any other party, or used or relied upon by any other party, in whole or in part, except for the specific purpose and to the specific parties alluded to above, without the written consent of GZA. GZA would be pleased to discuss the conditions associated with any additional dissemination, use, or reliance by other parties.

**4. ACCEPTANCE**

This agreement may be accepted by signing in the appropriate space below and returning one complete copy to GZA. We appreciate the opportunity to submit this proposal. Please feel free to contact me at (630) 684-4425 with any questions.

Very truly yours,  
**Huff & Huff, Inc**

Jeremy J. Reynolds, P.G.  
Associate Principal

- Attachments: IDOT BLR 05514 CPFF Cost Worksheets  
Terms and Conditions  
Client Provided Project Figure

This Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of \_\_\_\_\_.

By: \_\_\_\_\_ Title: \_\_\_\_\_

Printed/Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

The Proposal for Services, Schedule of Fees and Terms and Conditions for Professional Services may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by an e-mail delivery of a document in “.pdf” format, each such signature shall create a valid and binding obligation of the party executing the document, or on whose behalf each document is executed, with the same force and effect as if each such facsimile or “.pdf” signature were an original thereof.



November 18, 2024  
Civiltech Engineering, Inc.  
Phase I Environmental Services (PESA) – Ardmore Avenue  
Villa Park, DuPage County, Illinois  
*ATTACHMENTS*

**ATTACHMENT A**  
**IDOT BLR 05514 CPFF COST SHEETS**



<b>Local Public Agency</b> Village of Villa Park	<b>County</b> DuPage	<b>Section Number</b> 
<b>Prime Consultant (Firm) Name</b> Civiltech Engineering, Inc.	<b>Prepared By</b> JJR	<b>Date</b> 11/15/2024
<b>Consultant / Subconsultant Name</b> Huff & Huff, Inc., a subsidiary of GZA, Inc.	<b>Job Number</b> 	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

**Remarks**

Phase I - PESA

### PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS			OVERHEAD RATE	190.00%
START DATE	12/1/2024				COMPLEXITY FACTOR	0
RAISE DATE	3/1/2025				% OF RAISE	2.00%
END DATE	11/30/2025					

### ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	12/1/2024	3/1/2025	3	25.00%
1	3/2/2025	12/1/2025	9	76.50%

The total escalation = 1.50%

**Local Public Agency****County****Section Number**

Village of Villa Park

DuPage

**Consultant / Subconsultant Name****Job Number**

Huff &amp; Huff, Inc., a subsidiary of GZA, Inc.

**PAYROLL RATES**

## EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

<b>MAXIMUM PAYROLL RATE</b>	<b>86.00</b>
<b>ESCALATION FACTOR</b>	<b>1.50%</b>

<b>CLASSIFICATION</b>	<b>IDOT PAYROLL RATES ON FILE</b>	<b>CALCULATED RATE</b>
Principal	\$85.96	\$86.00
Architectural Historian	\$40.87	\$41.48
Associate Principal II	\$76.57	\$77.72
Associate Principal I	\$71.92	\$73.00
Senior Project Manager III	\$73.19	\$74.29
Senior Project Manager I	\$56.56	\$57.41
Senior Landscape Architect	\$61.47	\$62.39
Senior Planning PM	\$59.03	\$59.92
Senior Technical Specialist II	\$62.64	\$63.58
Senior Technical Specialist I	\$55.79	\$56.63
Senior Scientist PM II	\$61.17	\$62.09
Senior Technical Scientist	\$57.15	\$58.01
Scientist PM II	\$53.34	\$54.14
Scientist PM I	\$46.97	\$47.67
Assistant PM Scientist	\$39.32	\$39.91
Environmental Engineer PM II	\$49.99	\$50.74
Environmental Engineer PM I	\$47.00	\$47.71
Assistant PM Engineer I	\$41.15	\$41.77
Engineer II	\$31.75	\$32.23
Engineer I	\$35.69	\$36.23
Scientist SI	\$34.50	\$35.02
Scientist SII	\$30.16	\$30.61
Technical Graphics Technician	\$27.73	\$28.15
Administrative Executive	\$52.42	\$53.21
Senior Administrative Assistant	\$36.31	\$36.85
Billing Administrator	\$25.00	\$25.38



**Local Public Agency**

Village of Villa Park

**County**

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**Section Number**

**Job Number**

**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**DIRECT COSTS WORKSHEET**

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.  
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	20	\$0.67	\$13.40
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			\$0.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
ERIS E3 Search+PSR+Fire Insurance Maps (3-mi)	Actual Cost Quote	1	\$400.00	\$400.00
ERIS 3-mi Aerials	Actual Cost Quote	1	\$150.00	\$150.00
ERIS 3-mi Topos	Actual Cost Quote	1	\$100.00	\$100.00
				\$0.00
<b>TOTAL DIRECT COSTS:</b>				<b>\$663.40</b>

**Local Public Agency**

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Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**COST ESTIMATE WORKSHEET**

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **190.00%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Task 1: PESA	663	80	2,672	5,077	882	0	8,631	78.51%
Task 2: Project Administration	0	3	152	289	50	0	491	4.47%
Task 3: QAQC	0	5	374	711	124	0	1,209	11.00%
<b>Subconsultant DL</b>							\$0.00	
<b>Direct Costs Total ==&gt;</b>	\$663.40						<b>\$663.40</b>	6.03%
<b>TOTALS</b>		88	3,198	6,077	1,056	-	10,994	100.00%

9,275

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**Consultant / Subconsultant Name**

Huff & Huff, Inc., a subsidiary of GZA, Inc.

**Job Number**

**AVERAGE HOURLY PROJECT RATES**  
**EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET**

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Task 1: PESA			Task 2: Project Administration			Task 3: QAQC								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	86.00	0.0																	
Architectural Historian	41.48	0.0																	
Associate Principal II	77.72	2.5	2.84%	2.21				0.5	16.67%	12.95	2	40.00%	31.09						
Associate Principal I	73.00	3.0	3.41%	2.49							3	60.00%	43.80						
Senior Project Manager III	74.29	0.0																	
Senior Project Manager II	61.35	0.0																	
Senior Project Manager I	57.41	0.0																	
Senior Landscape Architect	62.39	0.0																	
Senior Planning PM	59.92	0.0																	
Senior Technical Specialist II	63.58	0.0																	
Senior Technical Specialist I	56.63	0.0																	
Senior Scientist PM II	62.09	0.0																	
Senior Technical Scientist	58.01	0.0																	
Scientist PM II	54.14	0.0																	
Scientist PM I	47.67	0.0																	
Assistant PM Scientist	39.91	5.0	5.68%	2.27	5	6.25%	2.49												
Environmental Engineer PM II	50.74	0.0																	
Environmental Engineer PM I	47.71	1.5	1.70%	0.81				1.5	50.00%	23.85									
Assistant PM Engineer I	41.77	1.0	1.14%	0.47				1	33.33%	13.92									
Engineer II	32.23	36.0	40.91%	13.18	36	45.00%	14.50												
Engineer I	36.23	0.0																	
Scientist SI	35.02	30.0	34.09%	11.94	30	37.50%	13.13												
Scientist SII	30.61	0.0																	
Technical Graphics Technician	28.15	8.0	9.09%	2.56	8	10.00%	2.81												
Administrative Executive	53.21	0.0																	
Senior Administrative Assistant	36.85	1.0	1.14%	0.42	1	1.25%	0.46												
Billing Administrator	25.38	0.0																	
<b>TOTALS</b>		88.0	100%	\$36.35	80.0	100.00%	\$33.40	3.0	100%	\$50.73	5.0	100%	\$74.89	0.0	0%	\$0.00	0.0	0%	\$0.00



November 18, 2024  
Civiltech Engineering, Inc.  
Phase I Environmental Services (PESA) – Ardmore Avenue  
Villa Park, DuPage County, Illinois  
*ATTACHMENTS*

**APPENDIX B**  
**TERMS AND CONDITIONS**



## TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2024 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, Client, named above. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all services ordered by you and performed by GZA.

**BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION" AND "LIMITATION OF REMEDIES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.**

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
- 2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
- 3) **Standard of Care; Warranties.**
  - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
  - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
  - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 4) **Payment.**
  - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
  - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
  - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
- 5) **Your Responsibilities.**
  - a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
  - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
    - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
    - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
    - iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
  - c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
  - d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
- 6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA

- will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.
- 7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
- that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
  - that are not correctly marked by the appropriate utility.
- 8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.
- 9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMS (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 13) **Changed Conditions.**
- You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
  - If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
  - If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer

of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.

- 16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.
- 17) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 18) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct. The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.
- 19) **Limitation of Remedies.**
  - a) To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims arising out of this Agreement or the Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
  - b) You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
  - c) Any claim against GZA related in any way to the services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's services. This waiver may not be construed to extend any applicable statute of limitations.
  - d) GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.
  - e) GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
  - f) You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 20) **Disputes.**
  - a) All disputes between you and GZA shall be subject to non-binding mediation.
  - b) Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
  - c) The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
  - d) No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one year waiver period described in 18(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to respond within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
  - e) You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
  - f) You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional

performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

21) **Miscellaneous.**

- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
- b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.
- c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
- d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
- e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
- f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
- g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
- h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
- i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
- j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
- k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
- l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
- m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
- n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.

22) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.

- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.

23) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.

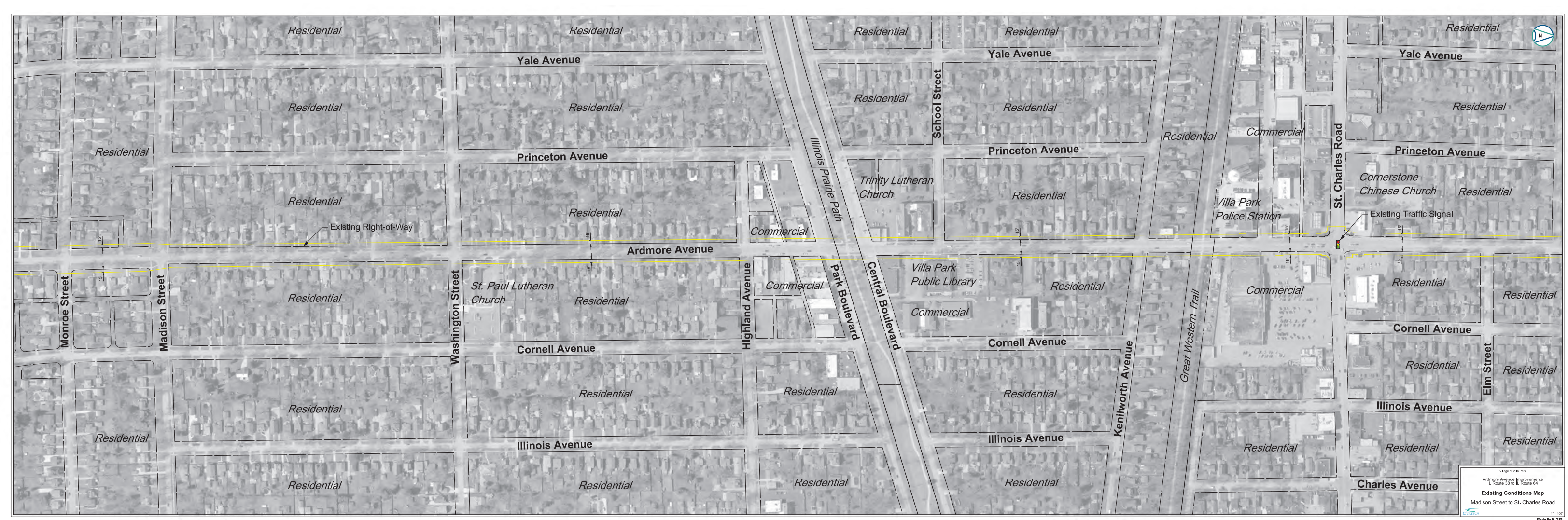
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
- b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
- c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
- d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.



November 18, 2024  
Civiltech Engineering, Inc.  
Phase I Environmental Services (PESA) – Ardmore Avenue  
Villa Park, DuPage County, Illinois  
*ATTACHMENTS*

**ATTACHMENT C**  
**CLIENT PROVIDED PROJECT FIGURE**





Village of Villa Park  
Ardmore Avenue Improvements  
IL Route 39 to IL Route 64  
Existing Conditions Map  
Madison Street to St. Charles Road  
1" = 100'  
CNS/TECH  
Exhibit 3B

