

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
05.06.2025**

<u>Payroll Ending</u>	<u>04.26.24</u>	<u>Police ETO</u>	<u>TOTALS</u>
		<u>Buyback</u>	
Village Portion of Social Security	11,700.90		
Village Portion of Medicare	7,790.70	2,815.06	
Prior Month Village Portion of IMRF			
Payroll	<u>563,430.45</u>	<u>194,141.93</u>	
Total Payroll Expense	582,922.05	196,956.99	\$ 779,879.04
<u>Manual Checks & Wires</u>			
Manual Checks	<u>2,209.01</u>		
Total Manual Checks & Wires			\$ 2,209.01
<u>ACH Debits</u>			
Health Insurance Premium	270,624.40		
City of Chicago (Water Payment)	<u>310,235.10</u>		
Total ACH Debits			\$ 580,859.50
<u>Payable Vouchers</u>			
Payable Voucher 05-10-2024	1,515,756.97		
Total Payable Vouchers			\$ <u>1,515,756.97</u>
Grand Total Payments			\$ 2,878,704.52

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 05/02/2024 - 12:10PM
 Batch: 00210.05.2024



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443	1ST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI1691343	Fleet shop supplies	491.78	05/10/2024	08-01-89115	
PSI691068	Yellow vests	194.83	05/10/2024	10-90-60600	
	Check Total:	686.61			
Vendor: UB*00690	PURE MOTORCARS LTD 3231 MANNHEIM LLC-ACY MORSENIC			Check Sequence: 2	ACH Enabled: False
	Refund Check 063996-000, 3231 MANNHEIM	2,484.41	04/22/2024	34-00-20100	
	Refund Check 063996-000, 3231 MANNHEIM	1,621.04	04/22/2024	34-00-20100	
	Check Total:	4,105.45			
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 3	ACH Enabled: False
37399	Design services for May2024 newsletter	450.00	05/10/2024	10-01-51880	
	Check Total:	450.00			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 4	ACH Enabled: False
6541	Exterminating services April2024	510.00	05/10/2024	10-60-62460	
	Check Total:	510.00			
Vendor: 1021	Accela, Inc.			Check Sequence: 5	ACH Enabled: False
INV-ACCS9537	Accela Civic Platform subscription 16 users (5/1	43,828.03	05/10/2024	10-02-54200	
	Check Total:	43,828.03			
Vendor: 3395	ACCREDITED SECURITY			Check Sequence: 6	ACH Enabled: False
00001158	Taser	714.00	05/10/2024	10-20-80570	
	Check Total:	714.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 7	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
148271/1	Lint traps	10.92	05/10/2024	10-30-62050	
148423/1	Office supplies	28.14	05/10/2024	10-30-80600	
148433/1	Tarps and rope	68.27	05/10/2024	10-30-80570	
148440/1	Station #1 toilet repair	71.23	05/10/2024	10-30-62040	
148524/1	Station #2 poster strips	21.95	05/10/2024	10-30-62050	
148629/1	Garbage bags	11.60	05/10/2024	10-30-62030	
148656/1	Straps and fasteners	17.58	05/10/2024	10-30-62060	
148665/1	Industrial velcro	13.19	05/10/2024	10-30-62050	
	Check Total:	242.88			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 8	ACH Enabled: False
148471/1	Supplies	106.44	05/10/2024	34-02-62070	
148615/1	Hose, nozzle	59.80	05/10/2024	10-90-62070	
148707/1	Bags, pins	42.70	05/10/2024	34-01-62680	
	Check Total:	208.94			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 9	ACH Enabled: False
148483/1	Wire brush, trayset, brush	59.98	05/10/2024	10-90-62780	
148510/1	Circ saw, battery	219.04	05/10/2024	10-90-62070	
148511/1	Battery & Charger	199.00	05/10/2024	10-90-62070	
148599/1	Grease gun	229.99	05/10/2024	10-90-62070	
148699/1	Brush, Black Ultra, protective enamel	30.18	05/10/2024	10-90-62600	
	Check Total:	738.19			
Vendor: 3364	ADP SCREENING & SELECTION			Check Sequence: 10	ACH Enabled: False
1245111-04-2024	Monthly screening services April 2024	32.32	05/10/2024	10-60-60000	
	Check Total:	32.32			
Vendor: 3865	ADVANCE AUTO PARTS- AAP FINANCIAL SERVICES			Check Sequence: 11	ACH Enabled: False
6534410145011	Headlamp halogen	16.54	05/10/2024	10-30-50110	
	Check Total:	16.54			
Vendor: 4590	AEP ENERGY			Check Sequence: 12	ACH Enabled: False
3013133540Apr24	3010 Mannheim 3013133540 3/6-4/3/2024	21,323.23	05/10/2024	19-01-62330	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
3013133551Apr24	0 N Belmont 3013133551 3/12-4/9/2024	914.96	05/10/2024	19-01-62330	
	Check Total:	22,238.19			
Vendor: 3050 206034	AIR ONE EQUIPMENT, INC. SCBA c-clip brackets and straps	405.00	05/10/2024	10-30-50800	Check Sequence: 13 ACH Enabled: False
	Check Total:	405.00			
Vendor: 0149 796682	AL PIEMONTE FORD SALES, INC. 2 air filters #201 & #202 (shelf stock)	41.24	05/10/2024	08-01-50090	Check Sequence: 14 ACH Enabled: False
	Check Total:	41.24			
Vendor: 0010 80583	ALEXANDER CHEMICAL CORPORATION Chlorine	94.00	05/10/2024	34-01-62880	Check Sequence: 15 ACH Enabled: False
	Check Total:	94.00			
Vendor: 2053 51415230	ALTEC INDUSTRIES, INC. Parts & repairs #223	1,042.51	05/10/2024	08-01-50090	Check Sequence: 16 ACH Enabled: False
	Check Total:	1,042.51			
Vendor: 1941 P6AC0097776 P6AC0098530	ALTORFER INDUSTRIES CAT Door A-H Door A-LH	2,905.41 2,701.89	05/10/2024 05/10/2024	08-01-50034 08-01-50090	Check Sequence: 17 ACH Enabled: False
	Check Total:	5,607.30			
Vendor: 3465 401875	AMERICANEAGLE.COM, INC. Monthly fee for hosting, hawksearch, retainer ho	535.00	05/10/2024	10-02-54300	Check Sequence: 18 ACH Enabled: False
	Check Total:	535.00			
Vendor: 2617 04252024	Lisa Anthony Reimbursement for supplies for Benefit Fair & C	158.19	05/10/2024	10-60-60400	Check Sequence: 19 ACH Enabled: False
	Check Total:	158.19			
Vendor: 5347 6020226631	ARAMARK Carpet service	131.61	05/10/2024	10-20-52600	Check Sequence: 20 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
6020230783	Carpet service	131.61	05/10/2024	10-20-52600	
	Check Total:	263.22			
Vendor: 2809 22837	ARTISTIC ENGRAVING Gold commander retired star with wallet clip, lea	183.25	05/10/2024	10-20-80570	Check Sequence: 21 ACH Enabled: False
	Check Total:	183.25			
Vendor: 3832 7929818803	AT&T Franklin Park Water tower April	734.22	05/10/2024	10-02-51200	Check Sequence: 22 ACH Enabled: False
	Check Total:	734.22			
Vendor: 5242 847288012604	AT&T Fire Station 1 outside phone- March	49.21	05/10/2024	10-02-51200	Check Sequence: 23 ACH Enabled: False
847451129204	Multiple Norcomm single line charges for April	215.90	05/10/2024	10-02-51200	
847671155604	Alarm circuits and multiple single lines for April	388.00	05/10/2024	10-02-51200	
	Check Total:	653.11			
Vendor: 1272 404-004553	AT&T TELECONFERENCE SERVICES Conference call services- March	50.48	05/10/2024	10-02-51200	Check Sequence: 24 ACH Enabled: False
	Check Total:	50.48			
Vendor: 3425 FP-INV-500771	B&K EQUIPMENT COMPANY Annual certified walkthrough inspection	794.00	05/10/2024	08-01-53000	Check Sequence: 25 ACH Enabled: False
	Check Total:	794.00			
Vendor: 0925 2552	BELLWOOD ELECTRIC MOTORS, INC. Service to install new fixture light- PW garage	4,350.00	05/10/2024	34-01-62590	Check Sequence: 26 ACH Enabled: False
2559	To work on pump control at 17th ave lift station	3,900.00	05/10/2024	34-02-50940	
2565	LED panel ceiling lights	2,800.00	05/10/2024	34-01-62590	
	Check Total:	11,050.00			
Vendor: 2036 BTL-23136-4	BEST TECHNOLOGY SYSTEMS, INC Bullet trap inspection	1,800.00	05/10/2024	10-20-52700	Check Sequence: 27 ACH Enabled: False
BTL-23136-5	Disposal of Hazardous waste	2,485.00	05/10/2024	10-20-52700	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	4,285.00			
Vendor: 3396 85307582	BOUND TREE MEDICAL EMS equipment	366.81	05/10/2024	Check Sequence: 28 10-30-82080	ACH Enabled: False
	Check Total:	366.81			
Vendor: 1571 8712917	BRADY INDUSTRIES Supplies	172.06	05/10/2024	Check Sequence: 29 10-20-52600	ACH Enabled: False
	Check Total:	172.06			
Vendor: 0503 133192	BUILDERS ASPHALT, LLC Cold patch	3,867.05	05/10/2024	Check Sequence: 30 19-01-87000	ACH Enabled: False
	Check Total:	3,867.05			
Vendor: 3378 0104281	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela Land Mgmt 3/23	4,340.00	05/10/2024	Check Sequence: 31 10-02-81000	ACH Enabled: False
0104380	Professional services on Accela Land Mgmt 3/30	2,100.00	05/10/2024	10-02-81000	
0104418	Professional services on Accela Land Mgmt 4/6-	840.00	05/10/2024	10-02-81000	
0104487	Professional services on Accela Land Mgmt 4/13	1,470.00	05/10/2024	10-02-81000	
	Check Total:	8,750.00			
Vendor: 0416 108917	C.O.P.S & F.I.R.E PERSONALTESTING SERVICE, INC. Fire testing	500.00	05/10/2024	Check Sequence: 32 10-40-62270	ACH Enabled: False
	Check Total:	500.00			
Vendor: 4802 2909423545	CARGILL SALT INC Purchase of salt	22,229.37	05/10/2024	Check Sequence: 33 19-01-62650	ACH Enabled: False
2909430185	Purchase of salt	22,146.94	05/10/2024	19-01-62650	
2909434966	Purchase of salt	23,963.13	05/10/2024	19-01-62650	
2909439778	Purchase of salt	18,322.28	05/10/2024	19-01-62650	
2909455099	Purchase of salt	9,268.86	05/10/2024	19-01-62650	
2909459866	Purchase of salt	67,996.73	05/10/2024	19-01-62650	
2909464412	Purchase of salt	53,500.60	05/10/2024	19-01-62650	
2909469345	Purchase of salt	12,826.03	05/10/2024	19-01-62650	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2909473679	Purchase of salt	1,856.66	05/10/2024	19-01-62650	
	Check Total:	232,110.60			
Vendor: 2929	CHICAGO TRIBUNE MEDIA GROUP			Check Sequence: 34	ACH Enabled: False
090519788000	Online notice of public hearing ZBA 24-03 #759	45.74	05/10/2024	10-12-53170	
090519788000	Grand Avc at George #7601294	82.60	05/10/2024	10-18-51840	
090519788000	3212 Mannheim Rd building demo #7607512	141.19	05/10/2024	10-18-51840	
	Check Total:	269.53			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, LTD.			Check Sequence: 35	ACH Enabled: False
61H14-22	Franklin Ave Phase III engineering 1/28-2/24/20.	35,517.29	05/10/2024	65-10-54600	
61H14-23	Franklin Ave Phase III engineering 2/25-3/30/20.	29,774.33	05/10/2024	65-10-54600	
9	Services for Front st/Carnation st connector 2/25	8,837.07	05/10/2024	52-01-82800	
	Check Total:	74,128.69			
Vendor: 5656	CITY OF AURORA			Check Sequence: 36	ACH Enabled: False
228007	Water samples- March2024	210.00	05/10/2024	34-01-62850	
	Check Total:	210.00			
Vendor: 3643	COMCAST			Check Sequence: 37	ACH Enabled: False
199618102	Dedicated internet and network services- April	9,393.11	05/10/2024	10-02-51200	
	Check Total:	9,393.11			
Vendor: 3644	COMCAST			Check Sequence: 38	ACH Enabled: False
0167317Apr24	Cable services- PD	94.86	05/10/2024	10-20-52600	
0168083Apr24	Internet for PD - April	176.85	05/10/2024	10-02-51200	
	Check Total:	271.71			
Vendor: 5257	COMED			Check Sequence: 39	ACH Enabled: False
0615329000Apr24	10699 Waveland 0615329000 3/12-4/9/2024	74.31	05/10/2024	10-50-62330	
3604055000Apr24	3200 Sarah 3604055000 3/19-4/17/2024	268.55	05/10/2024	10-50-62330	
4910975000Apr24	9380 Chestnut 4910975000 3/12-4/9/2024	64.07	05/10/2024	10-50-62330	
5040921222Apr24	00ws Wolf Rd 5040921222 3/13-4/11/2024	113.33	05/10/2024	10-50-62330	
5566322000Apr24	3022 Cullerton 5566322000 3/7-4/4/2024	32.18	05/10/2024	10-50-62330	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5870695000Apr24	9800 Franklin 5870695000 3/12-4/9/2024	34.09	05/10/2024	10-50-62330	
6484021222Apr24	2709 Scott 6484021222 3/13-4/11/2024	361.60	05/10/2024	10-50-62330	
6911683111Apr24	3900 Mannheim 6911683111 3/12-4/9/2024	24.70	05/10/2024	10-50-62330	
7517571222Apr24	3548 River. 7517571222 3/7-4/4/2024	27.07	05/10/2024	10-50-62330	
8327688000Apr24	11230 Addison 8327688000 3/19-4/17/2024	822.13	05/10/2024	34-02-62800	
	Check Total:	1,822.03			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 40	ACH Enabled: False
1110180018	2 tires flat repairs #tymco sweeper	139.00	05/10/2024	08-01-50090	
	Check Total:	139.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 41	ACH Enabled: False
U643112	Tapt Rep clps	694.00	05/10/2024	34-01-62860	
	Check Total:	694.00			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 42	ACH Enabled: False
334062	Door hangers for branch collection	150.00	05/10/2024	34-01-51800	
334257	April newsletters	2,352.06	05/10/2024	10-01-51880	
	Check Total:	2,502.06			
Vendor: 1071	COZEN O'CONNOR			Check Sequence: 43	ACH Enabled: False
15006117	Lobbyist services, April 2024	3,500.00	05/10/2024	10-12-67560	
	Check Total:	3,500.00			
Vendor: 2757	CULVER COMPANY			Check Sequence: 44	ACH Enabled: False
INV34711	Custom sticker sheet	162.87	05/10/2024	34-01-62680	
INV35292	Notepads	765.38	05/10/2024	34-01-62680	
	Check Total:	928.25			
Vendor: 1464	D&P CONSTRUCTION CO., INC.			Check Sequence: 45	ACH Enabled: False
0000402673	Switches	775.00	05/10/2024	09-01-64000	
0000402942	Switches	1,261.25	05/10/2024	09-01-64000	
	Check Total:	2,036.25			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 5532 938619	DOOR SYSTEMS Station #3 garage door repair	935.50	05/10/2024	Check Sequence: 46 10-30-62050	ACH Enabled: False
	Check Total:	935.50			
Vendor: 1668 056752 056818	DUPAGE TOPSOIL, INC. Semi pulv Semi pulv	415.00 415.00	05/10/2024 05/10/2024	Check Sequence: 47 34-01-62860 34-01-62860	ACH Enabled: False
	Check Total:	830.00			
Vendor: 3026 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041 146697524041	DYNEGY ENERGY SERVICES 9535 Belmont 129 W Manor 9229 Grand 0 17th Ave & Fullerton Charge 0 Franklin Ave 11400 Copenhagen 10800/11000 King 2998 Hart 9364 Franklin Ave 11201 Taft 9400 Grand 9540 Addison 8 Countyline Rd 2401 Scott	8,143.14 230.09 163.39 115.31 3.98 496.34 443.14 5,156.48 97.94 133.35 51.49 402.49 56.68 1,591.29 231.06	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	Check Sequence: 48 34-01-62800 34-02-62800 34-02-62800 34-02-62800 10-50-62330 34-02-62800 34-01-62800 34-02-62800 10-50-62330 34-02-62800 10-50-62330 10-50-62330 34-01-62800 10-50-62330	ACH Enabled: False
	Check Total:	17,316.17			
Vendor: 1755 31466	E. HOFFMAN, INC. Mixed load spoils hauled out	1,880.00	05/10/2024	Check Sequence: 49 34-01-62860	ACH Enabled: False
	Check Total:	1,880.00			
Vendor: 3829 11058	ELECTRICAL SYSTEMS, INC. Scada upgrade	20,000.00	05/10/2024	Check Sequence: 50 34-01-88911	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	20,000.00			
Vendor: 3210 04262024	ENTERTAINMENT MANAGEMENT GROUP Final pymt for Fest entertainment	20,250.00	05/10/2024	Check Sequence: 51 10-61-69561	ACH Enabled: False
	Check Total:	20,250.00			
Vendor: 4039 5396090Apr2024 5396090Apr2024 5396090Apr2024 5396090Apr2024 5396090Apr2024	EUCLID MANAGERS Long term disability May2024 Voluntary life May2024 Vision May2024 Short term disability May2024 Dental May2024	1,340.06 1,370.91 882.17 3,677.46 14,594.06	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	Check Sequence: 52 10-52-62370 10-52-59000 10-52-62390 10-52-62370 10-52-62390	ACH Enabled: False
	Check Total:	21,864.66			
Vendor: 4046 8100088072	EUROFINS EATON ANALYTICAL LLC Sample kit for drinking water	515.00	05/10/2024	Check Sequence: 53 34-01-62850	ACH Enabled: False
	Check Total:	515.00			
Vendor: 2059 139769-41	EXP US SERVICES Franklin Ave Phase II engineering 2/10-3/29/202	7,573.43	05/10/2024	Check Sequence: 54 65-10-54100	ACH Enabled: False
	Check Total:	7,573.43			
Vendor: 3904 8-465-91822	FEDEX Mailing	36.53	05/10/2024	Check Sequence: 55 10-20-60350	ACH Enabled: False
	Check Total:	36.53			
Vendor: 4788 0470576 0484931 0484932 0484935 0487464	FERGUSON WATERWORKS #2516 Meter Ecoders (qty 260) Wall MIUs (qty 260) Wall MIUs (qty 260) Wall MIUs (qty 40) Ecoders	15,037.60 32,450.60 32,450.60 32,450.60 5,014.18	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	Check Sequence: 56 34-01-62815 34-01-62835 34-01-62835 34-01-62820 34-01-62825	ACH Enabled: False
	Check Total:	117,403.58			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 2034	FIRE SERVICE, INC			Check Sequence: 57	ACH Enabled: False
IL-13027	Engine 477 repairs and pump testing	2,232.84	05/10/2024	10-30-50110	
IL-13028	Engine 477 repairs and pump testing	1,700.00	05/10/2024	10-30-50110	
IL-13031	Truck 2 aerial service and pump testing	1,980.00	05/10/2024	10-30-50110	
	Check Total:	5,912.84			
Vendor: 0081	FRANKLIN PARK PLUMBING CO., INC.			Check Sequence: 58	ACH Enabled: False
14064	Replaced sanitary sewer from main to parkway, l	7,780.00	05/10/2024	34-01-88910	
14065	Installed new 1" copper service from main to par	6,890.00	05/10/2024	34-01-88910	
14066	Installed new 1" water srvc from main on south r	12,250.00	05/10/2024	34-01-88910	
14087	Install new water service from main to BBox; rej	7,112.00	05/10/2024	34-01-88910	
	Check Total:	34,032.00			
Vendor: 1770	GEM DOCK & DOOR			Check Sequence: 59	ACH Enabled: False
7062	Receiver needed cleaning and reconnection	301.60	05/10/2024	34-01-62590	
7121	Replaced damaged bottom bar for rolling steel d	1,360.95	05/10/2024	34-01-62590	
	Check Total:	1,662.55			
Vendor: 3082	LUDY GERARDI			Check Sequence: 60	ACH Enabled: False
042624	Final pymt for face painters for Fest	800.00	05/10/2024	10-61-69561	
	Check Total:	800.00			
Vendor: 5200	GRAINGER			Check Sequence: 61	ACH Enabled: False
9079507563	Grease control, grease hose	277.10	05/10/2024	10-90-62070	
9082697740	Quick connect sockets and plugs	525.90	05/10/2024	10-90-82630	
9086444487	Mesh tarpaulin	79.52	05/10/2024	10-90-62070	
9090835084	Mesh Tarpaulin	238.56	05/10/2024	10-90-82630	
9092498030	Waterproof shoe covers	100.15	05/10/2024	10-90-62680	
creditmemo	Credit	-80.80	05/10/2024	10-90-62070	
	Check Total:	1,140.43			
Vendor: 0691	GREAT LAKES CONCRETE, LLC			Check Sequence: 62	ACH Enabled: False
252374	Flat top covers	692.10	05/10/2024	34-02-63070	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	692.10			
Vendor: 3979 1466	GREAT LAKES WATER & SAFETY PRODUCTS Replacement balloon for light	325.00	05/10/2024	Check Sequence: 63 34-01-62590	ACH Enabled: False
	Check Total:	325.00			
Vendor: 4516 2404090	GW & ASSOCIATES, PC Payroll processing for March2024	3,600.00	05/10/2024	Check Sequence: 64 10-60-51900	ACH Enabled: False
	Check Total:	3,600.00			
Vendor: 1555 43379	H&H ELECTRIC COMPANY Traffic signal & street lighting maint- South of W	235.63	05/10/2024	Check Sequence: 65 10-90-62690	ACH Enabled: False
43381	Battery backup upgrades- Addison & 25th, Gran	13,023.64	05/10/2024	19-01-87000	
43424	Street lighting maint- various locations	812.19	05/10/2024	19-01-87000	
43425	Street lighting maint- Belmont & 25th	291.36	05/10/2024	19-01-87000	
43427	Street lighting maint- various locations	1,301.13	05/10/2024	19-01-87000	
43451	Street lighting maint- 11200 King	3,995.21	05/10/2024	10-50-62340	
43455	Traffic signal contract main- various locations	997.50	05/10/2024	10-90-62690	
	Check Total:	20,656.66			
Vendor: 1026 12155-1	HARPOS V.I.P AUTOPARTS Oil filter & air filter #211	144.03	05/10/2024	Check Sequence: 66 08-01-50034	ACH Enabled: False
12166-1	Oil filter #sweeper 1	52.13	05/10/2024	08-01-50090	
12168-1	Oil filter #234	24.64	05/10/2024	08-01-50034	
12169-1	Spark plugs #882	87.24	05/10/2024	08-01-50020	
12170-1	Hydraulic lines #shop supplies	79.18	05/10/2024	08-01-50008	
12181-1	Oil filters (12 @\$6.99) #jeep filters	83.88	05/10/2024	08-01-50020	
12202-1	Shocks and struts #470	277.98	05/10/2024	08-01-50030	
12204-1	Oil filter #234	49.28	05/10/2024	08-01-50034	
12205-1	Oil and air filter sweeper#219	219.71	05/10/2024	08-01-50034	
12207-1	Oil filters #sweeper 1	64.10	05/10/2024	08-01-50090	
12221-1	Air filters #sweeper 1	143.03	05/10/2024	08-01-50090	
12227-1	Oil filter #228	17.84	05/10/2024	08-01-50090	
12229-1	Stock oil filters #315 & #317	13.90	05/10/2024	08-01-50013	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
12230-1	Gas filter #228	87.86	05/10/2024	08-01-50090	
12246-1	Hub bearing assembly #272	171.80	05/10/2024	08-01-50020	
12249-1	Hub bearing assembly #272	171.80	05/10/2024	08-01-50020	
12253-1	Case oil filters (12 @ \$2.75) shelf stock	33.00	05/10/2024	08-01-50020	
	Check Total:	1,721.40			
Vendor: 2022 PS-10005673	HASTINGS AIR-ENERGY CONTROL, INC. Plymovent repair at Station #2	382.00	05/10/2024	10-30-62050	Check Sequence: 67 ACH Enabled: False
	Check Total:	382.00			
Vendor: 4575 04232024	LUIS HERNANDEZ Reimbursement for Watercon Conference-hotel	857.90	05/10/2024	34-01-52120	Check Sequence: 68 ACH Enabled: False
	Check Total:	857.90			
Vendor: 5563 4496	HIGH STAR TRAFFIC Misc signs w black borders- Bee City	599.50	05/10/2024	10-90-62610	Check Sequence: 69 ACH Enabled: False
	Check Total:	599.50			
Vendor: 4004 1014835 333060	HOME DEPOT CREDIT SERVICES Supplies Supplies	181.05 26.95	05/10/2024 05/10/2024	10-30-62050 10-30-62050	Check Sequence: 70 ACH Enabled: False
	Check Total:	208.00			
Vendor: 2870 S208522 S208606 S208729 S208810 S208912 S208984 S209123 S209273 S209377 S209378	HOMER INDUSTRIES Drop charges for woodchips Drop charges for woodchips Drop charges for woodchips Drop charges for woodchips Drop charges for woodchips Drop charges for woodchips Drop charges for woodchips Drop charge for wood chips Drop charge for wood chips Drop charge for wood chips	25.00 75.00 200.00 175.00 200.00 75.00 375.00 350.00 150.00 650.00	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 09-01-64000 10-90-62600	Check Sequence: 71 ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
S209675	Drop charge for wood chips	225.00	05/10/2024	09-01-64000	
S209705	Mulch	390.00	05/10/2024	10-90-62600	
S209736	Drop charge for wood chips	150.00	05/10/2024	09-01-64000	
S209947	Drop charge for wood chips	50.00	05/10/2024	10-90-62600	
S209950	Mulch	260.00	05/10/2024	10-90-62600	
S210056	Drop charges for woodchips	150.00	05/10/2024	09-01-64000	
S210205	Drop charges for woodchips	25.00	05/10/2024	09-01-64000	
	Check Total:	3,525.00			
Vendor: 0557	ILLINOIS STATE POLICE			Check Sequence: 72	ACH Enabled: False
20240303047	FP liquor control -fingerprints	28.25	05/10/2024	10-20-60630	
	Check Total:	28.25			
Vendor: 0666	INDIANA HARBOR BELT RAILROAD			Check Sequence: 73	ACH Enabled: False
011624	Permit to construct & maintain a seer under RR t	339.95	05/10/2024	09-01-64000	
	Check Total:	339.95			
Vendor: 1094	INDUSTRIAL ENGINE COMPANY			Check Sequence: 74	ACH Enabled: False
1336	Generator low volt warning	2,080.00	05/10/2024	10-20-52600	
	Check Total:	2,080.00			
Vendor: 2084	J.G. UNIFORMS			Check Sequence: 75	ACH Enabled: False
129025	Vest	795.00	05/10/2024	10-20-54000	
129053	Vest	1,050.00	05/10/2024	10-20-54000	
129599	Vest cover	53.00	05/10/2024	10-20-60590	
	Check Total:	1,898.00			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 76	ACH Enabled: False
INV-0089	Spanish translation- April 2024	198.00	05/10/2024	10-01-51880	
	Check Total:	198.00			
Vendor: 3614	JEEP & BLAZER, LLC			Check Sequence: 77	ACH Enabled: False
22133	Legal services for Joslyn	51.50	05/10/2024	10-72-62557	
22369	Legal services for Joslyn, Feb2024	420.00	05/10/2024	10-72-62557	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	471.50			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 78	ACH Enabled: False
209488	Limestone	1,472.00	05/10/2024	09-01-64000	
	Check Total:	1,472.00			
Vendor: 0041	JOSEPH MCLOUGHLIN			Check Sequence: 79	ACH Enabled: False
1853April2023	Landscaping- Police station	1,775.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- Miller Park	275.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- Joe Thomas Park	250.00	05/10/2024	10-90-88880	
1853April2023	Landscaping- Utility dept	1,500.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- Veterans Memorial	375.00	05/10/2024	10-90-69590	
1853April2023	Landscaping- Train station	600.00	05/10/2024	41-01-63210	
1853April2023	Landscaping- Garra underpass	750.00	05/10/2024	10-90-62600	
1853April2023	Landscaping- 9500 Belmont	250.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- Leyden news agency	125.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- South of Garra	800.00	05/10/2024	10-90-86000	
1853April2023	Landscaping- B12 tower	450.00	05/10/2024	10-90-87610	
1853March2024	Spring clean up- Veterans Memorial	375.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Utility dept	1,500.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Garra underpass	800.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- 9545 Belmont	1,250.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Police station	1,775.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- 9500 Belmont	250.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Joe Thomas park	250.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Leyden news agency	125.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- GARRA	750.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- B12 tower	450.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Miller Park	275.00	05/10/2024	10-90-86000	
1853March2024	Spring clean up- Train station	600.00	05/10/2024	41-01-63210	
	Check Total:	15,550.00			
Vendor: 3233	JUST TIRES			Check Sequence: 80	ACH Enabled: False
63749	Tires parts and labor #894	921.00	05/10/2024	10-20-50300	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	921.00			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 81	ACH Enabled: False
18430	SentinelOne server	372.00	05/10/2024	10-02-54200	
18430	Max online back of servers for Solarwind	450.00	05/10/2024	10-02-55040	
18430	GFI AV server & workstation monitoring	1,225.48	05/10/2024	10-02-54200	
18430	Consulting services for March	232.50	05/10/2024	10-02-51150	
18430	Veem backup replication	135.00	05/10/2024	10-02-55040	
18430	Ironscales	676.00	05/10/2024	10-02-54200	
18430	Proofpoint spam filter software	666.77	05/10/2024	10-02-54200	
18430	Office 365 March	2,110.50	05/10/2024	10-02-54200	
	Check Total:	5,868.25			
Vendor: 0370	KODA AUTO ELECTRONICS			Check Sequence: 82	ACH Enabled: False
3529	Car #484 Emergency lights repair	510.22	05/10/2024	10-30-50110	
	Check Total:	510.22			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 83	ACH Enabled: False
4900	Sawcutting, removal, replacement of reinforced c	5,160.00	05/10/2024	34-01-62860	
4902	Sawcutting, removal, replacement of reinforced c	2,200.00	05/10/2024	34-01-62860	
4903	Sawcutting, removal, replacement of reinforced c	4,000.00	05/10/2024	34-01-62860	
4904	Sawcutting, removal, replacement of reinforced c	3,330.00	05/10/2024	34-02-63070	
4906	Sawcutting, removal, replacement of reinforced i	5,520.00	05/10/2024	34-01-62860	
4907	Sawcutting, removal, replacement of reinforced c	3,955.00	05/10/2024	34-02-63070	
4908	Sawcutting, removal, replacement of reinforced j	1,800.00	05/10/2024	34-01-62860	
4910	Sawcutting, removal, replacement of reinforced c	4,425.00	05/10/2024	34-02-63070	
4911	Sawcutting, removal, replacement of reinforced c	3,685.00	05/10/2024	34-01-62860	
	Check Total:	34,075.00			
Vendor: 4408	KUUSAKOSKI US LLC			Check Sequence: 84	ACH Enabled: False
A-12097	Electronic recycling	1,129.03	05/10/2024	09-01-64000	
	Check Total:	1,129.03			
Vendor: 1507	LAWRENCE ANDOLINO			Check Sequence: 85	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
032824	Adjudication services, March2024	1,500.00	05/10/2024	10-20-40515	
032824	Adjudication services, March2024	1,500.00	05/10/2024	10-13-40515	
	Check Total:	3,000.00			
Vendor: 3819	LEAF			Check Sequence: 86	ACH Enabled: False
16441172	Copier Rental for May	1,550.00	05/10/2024	10-02-80001	
	Check Total:	1,550.00			
Vendor: 0358	LED & SAFETY			Check Sequence: 87	ACH Enabled: False
2420836	Safety equipment for new employee	122.37	05/10/2024	34-01-60600	
2420836	Safety equipment for new employee	122.37	05/10/2024	34-02-60600	
	Check Total:	244.74			
Vendor: 3401	LEYDEN LAWN SPRINKLERS, INC.			Check Sequence: 88	ACH Enabled: False
04012024	Turn on system for season- B12 tower	279.00	05/10/2024	10-90-87610	
040124	Reinstalled valvesat Veterans Memorial	553.50	05/10/2024	10-90-69590	
04082024	Turn on system for season- Miller Park	232.20	05/10/2024	10-90-62600	
048	Turn on system for season- Village hall	762.00	05/10/2024	10-90-62600	
04824	Turn on system for season- Gazebo	390.50	05/10/2024	34-01-69002	
4824	Turn on system for season- Thomas Park	338.00	05/10/2024	10-90-88880	
	Check Total:	2,555.20			
Vendor: 3965	LIFEFITNESS			Check Sequence: 89	ACH Enabled: False
7657886	Training	217.20	05/10/2024	10-20-52001	
	Check Total:	217.20			
Vendor: 1501	LIVING WATERS CONSULTANTS, INC			Check Sequence: 90	ACH Enabled: False
2975-1	Silver creek watershed committee 10/26/23-1/26	588.15	05/10/2024	34-02-82800	
	Check Total:	588.15			
Vendor: 0059	M.E. SIMPSON, CO., INC.			Check Sequence: 91	ACH Enabled: False
41576	Meters tested	68.75	05/10/2024	34-01-62815	
42242	Meters tested	6,890.00	05/10/2024	34-01-62815	
42244	Meters tested	525.00	05/10/2024	34-01-62815	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
42269	Conducted a leak survey	13,982.50	05/10/2024	34-01-62860	
	Check Total:	21,466.25			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 92	ACH Enabled: False
April2024	Lobbyist services, April2024	6,000.00	05/10/2024	10-12-67560	
Feb2024	Lobbyist services, Feb2024	6,000.00	05/10/2024	10-12-67560	
Jan2024	Lobbyist services, Jan2024	6,000.00	05/10/2024	10-12-67560	
March2024	Lobbyist services, March2024	6,000.00	05/10/2024	10-12-67560	
	Check Total:	24,000.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 93	ACH Enabled: False
62234	Foam filters, filter bags, cartridge	36.26	05/10/2024	34-01-62680	
62335	150 gallon deck box, closet rod, screwdriver set,	338.54	05/10/2024	34-01-82840	
62746	Oil fuel treatment, brake cleaner	41.96	05/10/2024	08-01-50090	
62826	Plugs, couplers, deck drives, grip gun, air hoses	171.90	05/10/2024	10-90-62070	
	Check Total:	588.66			
Vendor: UB*00689	MICROSOFT			Check Sequence: 94	ACH Enabled: False
	Refund Check 062411-001, 9401 GRAND	29,867.40	04/15/2024	34-00-20100	
	Refund Check 062411-001, 9401 GRAND	13,132.60	04/15/2024	34-00-20100	
	Check Total:	43,000.00			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 95	ACH Enabled: False
224218A-1	Lead Flares	439.81	05/10/2024	34-01-62860	
230832A	Comp paks	1,388.20	05/10/2024	34-01-62860	
231489A	Repair Lids	450.00	05/10/2024	34-01-62860	
	Check Total:	2,278.01			
Vendor: 4984	RAUL MOLINA			Check Sequence: 96	ACH Enabled: False
423	Reimbursement for WaterCon conference- hotel	104.70	05/10/2024	34-01-52000	
	Check Total:	104.70			
Vendor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 97	ACH Enabled: False
R81824	Rear passenger side brake and turn signal not wo	952.65	05/10/2024	08-01-50090	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	952.65			
Vendor: 0333 2205	MONTANA & WELCH, LLC Legal services for claim #220420W028-0001 2/2	4,029.28	05/10/2024	Check Sequence: 98 10-72-62557	ACH Enabled: False
	Check Total:	4,029.28			
Vendor: 1363 070517	MUNICIPAL ELECTRONICS, INC. Radar cert	265.00	05/10/2024	Check Sequence: 99 10-20-60350	ACH Enabled: False
	Check Total:	265.00			
Vendor: 2106 24-129613	MUNICIPAL MANAGEMENT SERVICES, INC. May2024 services	17,334.34	05/10/2024	Check Sequence: 100 10-20-60400	ACH Enabled: False
	Check Total:	17,334.34			
Vendor: 0296 147188	NEENAH FOUNDRY COMPANY MUNICIPAL Frames	2,999.00	05/10/2024	Check Sequence: 101 34-02-63070	ACH Enabled: False
	Check Total:	2,999.00			
Vendor: 4521 83226800007Mar2	NICOR 10920 King 83226800007 2/27-3/27/2024	458.67	05/10/2024	Check Sequence: 102 34-01-62940	ACH Enabled: False
	Check Total:	458.67			
Vendor: 2107 24-129623	NORCOMM PUBLIC SAFETY COMM., INC. Emergency dispatch services, May2024	66,780.69	05/10/2024	Check Sequence: 103 10-14-40220	ACH Enabled: False
	Check Total:	66,780.69			
Vendor: 4333 349493	North East Multi-Regional Training, Inc. Annual membership	6,175.00	05/10/2024	Check Sequence: 104 10-20-52001	ACH Enabled: False
	Check Total:	6,175.00			
Vendor: 2202 67519757	NORTHEASTERN IL. PUBLIC Two courses- Advanced Tech FF & Fire Appar	1,750.00	05/10/2024	Check Sequence: 105 10-30-52001	ACH Enabled: False
	Check Total:	1,750.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1887 15258	NORTHERN ILLINOIS POLICE ALARM SYSTEM Annual assessment	7,085.00	05/10/2024	Check Sequence: 106 10-20-60320	ACH Enabled: False
	Check Total:	7,085.00			
Vendor: 1653 119422	ON TIME EMBROIDERY INC Uniforms	66.00	05/10/2024	Check Sequence: 107 10-30-40806	ACH Enabled: False
119648	Uniforms	62.00	05/10/2024	10-30-40806	
120667	Uniforms	62.00	05/10/2024	10-30-40806	
120724	Uniforms	62.00	05/10/2024	10-30-40806	
123209	Uniforms	518.00	05/10/2024	10-30-40806	
	Check Total:	770.00			
Vendor: 0270 3398-108881	O'REILLY AUTOMOTIVE, INC. Air filters #201 & #202	86.16	05/10/2024	Check Sequence: 108 08-01-50090	ACH Enabled: False
3398-108990	Valve stem # standard ryder mower	2.40	05/10/2024	08-01-50034	
	Check Total:	88.56			
Vendor: 2249 259170001	ORKIN Weekly services	453.99	05/10/2024	Check Sequence: 109 10-60-62460	ACH Enabled: False
259170002	Weekly services	453.99	05/10/2024	10-60-62460	
259170003	Weekly services	453.99	05/10/2024	10-60-62460	
260538912	Weekly services	453.99	05/10/2024	10-60-62460	
	Check Total:	1,815.96			
Vendor: 8299 987721A	PAGCO INC Castroil pypropox blue	1,204.00	05/10/2024	Check Sequence: 110 08-01-50090	ACH Enabled: False
	Check Total:	1,204.00			
Vendor: 0141 3	PARAMEDIC SERVICES OF ILLINOIS, INC. Ambulance billing fee March2024	3,999.80	05/10/2024	Check Sequence: 111 10-30-62140	ACH Enabled: False
	Check Total:	3,999.80			
Vendor: 0775 7278	PERMIDT ENGINEERING LIMITED Cleaned out drain line	375.00	05/10/2024	Check Sequence: 112 34-01-62590	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	375.00			
Vendor: 3947 042324	GONZALO PINEROS Two parking ticket reimbursements	100.00	05/10/2024	Check Sequence: 113 10-20-60331	ACH Enabled: False
	Check Total:	100.00			
Vendor: 4235 1700April2024 1700April2024	PITNEY BOWES PURCHASE POWER Postage Postage	1,705.89 1,705.90	05/10/2024 05/10/2024	Check Sequence: 114 34-01-51500 10-01-51500	ACH Enabled: False
	Check Total:	3,411.79			
Vendor: 3511 0423	NASSER RAFIDIA Reimbursement for Watercon Conference-hotel	857.90	05/10/2024	Check Sequence: 115 34-01-52120	ACH Enabled: False
	Check Total:	857.90			
Vendor: 3803 1545	REGIONAL LAND SERVICES Topographic survey (5 locations)	2,800.00	05/10/2024	Check Sequence: 116 10-90-62600	ACH Enabled: False
	Check Total:	2,800.00			
Vendor: 4552 0551-015908853	REPUBLIC SERVICES #551 Scavenger services, April 2024	146,921.88	05/10/2024	Check Sequence: 117 09-01-64010	ACH Enabled: False
	Check Total:	146,921.88			
Vendor: 1787 0423	MAURICIO RIVERA Reimbursement of duplicate pymt for a ticket	50.00	05/10/2024	Check Sequence: 118 10-20-60331	ACH Enabled: False
	Check Total:	50.00			
Vendor: 2130 54302	RK GRAPHICS Rear window decals and number decals for amb	268.00	05/10/2024	Check Sequence: 119 10-30-50110	ACH Enabled: False
	Check Total:	268.00			
Vendor: 0967 378252	ROESCH FORD Gaskets, seals, spark plug tubes #882	140.00	05/10/2024	Check Sequence: 120 08-01-50020	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	140.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 121	ACH Enabled: False
41583	Janitorial services PD 4/1-4/14/2024	1,631.33	05/10/2024	10-20-52600	
41583	Janitorial services VH 4/1-4/14/2024	1,381.80	05/10/2024	10-13-52800	
	Check Total:	3,013.13			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 122	ACH Enabled: False
SPI20584979	Drive sprocket #pipe saw	23.43	05/10/2024	08-01-50034	
SPI20592298	Saw blades	27.94	05/10/2024	10-90-62780	
SPI20613881	Hand pruner, hand trowels, fiberglass scoop	321.89	05/10/2024	10-90-82630	
SPI20616104	Fuel	103.96	05/10/2024	10-90-50200	
	Check Total:	477.22			
Vendor: 2960	S & E INSPECTIONS, INC.			Check Sequence: 123	ACH Enabled: False
09408	Safety lane inspection -ambulance #1	38.00	05/10/2024	10-30-50100	
09436	Safety lane inspection -ambulance #2	38.00	05/10/2024	10-30-50100	
9065	Safety lane inspection -truck #205	38.00	05/10/2024	10-90-50100	
9069	Safety lane inspection -truck #204	38.00	05/10/2024	10-90-50100	
9070	Safety lane inspection -truck #203	38.00	05/10/2024	10-90-50100	
9071	Safety lane inspection -truck #207	38.00	05/10/2024	10-90-50100	
9082	Safety lane inspection -truck #202	38.00	05/10/2024	10-90-50100	
9089	Safety lane inspection -truck #208	38.00	05/10/2024	10-90-50100	
9097	Safety lane inspection -truck #222	38.00	05/10/2024	10-90-50100	
9098	Safety lane inspection -truck #217	38.00	05/10/2024	10-90-50100	
9099	Safety lane inspection -truck #228	38.00	05/10/2024	10-90-50100	
9411	Safety lane inspection -truck #223	38.00	05/10/2024	10-90-50100	
9412	Safety lane inspection -truck #213	38.00	05/10/2024	10-90-50100	
9414	Safety lane inspection -truck #220	38.00	05/10/2024	10-90-50100	
9416	Safety lane inspection -truck #225	38.00	05/10/2024	10-90-50100	
9425	Safety lane inspection -truck #229	38.00	05/10/2024	10-90-50100	
9427	Safety lane inspection -truck #201	38.00	05/10/2024	10-90-50100	
9428	Safety lane inspection -truck #205	38.00	05/10/2024	10-90-50100	
9429	Safety lane inspection -street dept trailer	37.00	05/10/2024	10-90-50100	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	721.00			
Vendor: 2012 042624	Sarah's Pony Rides Inc Final pymt for pony rides & petting zoo	825.00	05/10/2024	Check Sequence: 124 10-61-69561	ACH Enabled: False
	Check Total:	825.00			
Vendor: 1630 W49113 W49124	SHERMAN MECHANICAL No heat in AHU Server room not generating heat	430.32 880.88	05/10/2024 05/10/2024	Check Sequence: 125 10-20-52600 10-20-52600	ACH Enabled: False
	Check Total:	1,311.20			
Vendor: 4504 140063008-001	SITEONE LANDSCAPE SUPPLY Seed mixture, mulch	730.74	05/10/2024	Check Sequence: 126 34-01-62860	ACH Enabled: False
	Check Total:	730.74			
Vendor: 3739 173546	SMG SECURITY SYSTEMS, INC. Door entry & security system at Fire station #2	8,443.00	05/10/2024	Check Sequence: 127 10-30-62050	ACH Enabled: False
	Check Total:	8,443.00			
Vendor: 3336 354.19.18 472.21.39 573.22.20 580.22.7 586.22.15 618.23.12 618.23.12 618.23.12 619.23.12 619.23.12 620.23.10 621.23.12 622.23.9 623.23.4	SMITH LASALLE 9621 Pacific Ave building demo - 3/25-4/28/2024 Franklin Ave STP Phase III - 3/25-4/28/2024 King St Improvements - 3/25-4/28/2024 South Industrial Area improvements - 3/25-4/28/ Schiller Blvd Phase I - 3/25-4/28/2024 Village engineering/PW Mgmt services - 3/25-4/ Village engineering/PW Mgmt services - 3/25-4/ Village engineering/PW Mgmt services - 3/25-4/ Utilities GIS services - 3/25-4/28/2024 Utilities GIS services - 3/25-4/28/2024 50/50 Sidewalk program - 3/25-4/28/2024 Lead services replacement - 3/25-4/28/2024 Sewer lining program - 3/25-4/28/2024 Sewer cleaning and inspection - 3/25-4/28/2024	6,783.50 8,580.00 650.00 7,099.00 17,081.00 18,417.00 1,500.00 58,500.00 5,670.00 5,670.00 730.00 2,895.00 15,785.00 6,640.00	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	Check Sequence: 128 10-90-87000 65-10-82820 65-10-84100 65-10-84000 65-10-86000 34-02-82800 34-01-82800 10-90-82800 34-02-62870 34-01-62870 34-01-69050 34-01-88910 34-02-83190 34-02-83191	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
630.24.1	Antennae and inspections - 3/25-4/28/2024	26,105.00	05/10/2024	10-90-87000	
	Check Total:	182,105.50			
Vendor: 6228 50114	SOIL AND MATERIAL CONSULTANTS, INC Engineering for Pavement investigation	4,025.00	05/10/2024	61-01-82800	Check Sequence: 129 ACH Enabled: False
	Check Total:	4,025.00			
Vendor: 2118 96451	SPACECO INC Professional services for FP Hotel site (2/25-3/30)	1,225.00	05/10/2024	22-01-64000	Check Sequence: 130 ACH Enabled: False
	Check Total:	1,225.00			
Vendor: 5294 INV-016321	SPRINGBROOK HOLDING COMPANY LLC Annual Springbrook Software Maint (5/1/24-4/30)	96,267.90	05/10/2024	10-02-54200	Check Sequence: 131 ACH Enabled: False
	Check Total:	96,267.90			
Vendor: 3795 P49216 P49322	STANDARD EQUIPMENT COMPANY Cross and bearing Mirror	95.92 34.13	05/10/2024 05/10/2024	08-01-50035 08-01-50090	Check Sequence: 132 ACH Enabled: False
	Check Total:	130.05			
Vendor: 3089 9211 9212	STANDARD FENCING CO. INC. Custom ornamental parkway fencing on Franklir Galvanizing parkway fence before powder-coatit	15,995.00 8,750.00	05/10/2024 05/10/2024	10-90-62600 10-90-62600	Check Sequence: 133 ACH Enabled: False
	Check Total:	24,745.00			
Vendor: 3223 903286855 903286856 903307009 903320040 903321322 903321465	STATE INDUSTRIAL PRODUCTS Station cleaning supplies Station cleaning supplies Sewer solvent, primezyme, block worx Station cleaning supplies Station cleaning supplies Station cleaning supplies	485.09 658.96 1,839.27 218.18 846.13 425.28	05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024 05/10/2024	10-30-62030 10-30-62030 34-02-63070 10-30-62030 10-30-62030 10-30-62030	Check Sequence: 134 ACH Enabled: False
	Check Total:	4,472.91			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1565 8006609493	STERICYCLE, INC Monthly waste services and gallon charges	23.55	05/10/2024	Check Sequence: 135 10-20-60630	ACH Enabled: False
	Check Total:	23.55			
Vendor: 0183 91841 91994	SUBURBAN WELDING & STEEL, LLC To powder coat semi gloss black pcs of galvized To straighten and chamfer of bottom corner of sp	2,280.15 122.21	05/10/2024 05/10/2024	Check Sequence: 136 10-90-62600 08-01-50090	ACH Enabled: False
	Check Total:	2,402.36			
Vendor: 2340 3001Apr2024	TAX CONSULTING, LLC Research and Meetings 3/1-4/1/2024	4,000.00	05/10/2024	Check Sequence: 137 10-12-50540	ACH Enabled: False
	Check Total:	4,000.00			
Vendor: 3075 29789-00	TERMINAL SUPPLY COMPANY Phillips way receptac	69.68	05/10/2024	Check Sequence: 138 10-90-62780	ACH Enabled: False
	Check Total:	69.68			
Vendor: 3849 49229	THE BUSINESS PRESS Business cards	99.25	05/10/2024	Check Sequence: 139 10-20-50400	ACH Enabled: False
	Check Total:	99.25			
Vendor: 0008 INV62382	THE PREDICTIVE INDEX Annual subscription Hire& Inspire FY2025	6,195.75	05/10/2024	Check Sequence: 140 10-60-57000	ACH Enabled: False
	Check Total:	6,195.75			
Vendor: 5423 31300 31301 31328	THIRD MILLENNIUM Vehicle online pymt system- annual fee Vehicle online pymt system- in-season server fee Utility bill rendering- April2024	860.45 907.66 2,665.70	05/10/2024 05/10/2024 05/10/2024	Check Sequence: 141 10-90-62325 10-90-62325 34-01-62857	ACH Enabled: False
	Check Total:	4,433.81			
Vendor: 3351 849966240	THOMSON REUTERS - WEST Monthly billing	249.11	05/10/2024	Check Sequence: 142 10-20-60560	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	249.11			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 143	ACH Enabled: False
145534	Pullover sweatshirts	119.00	05/10/2024	08-01-60600	
145557	T-shirts, Hooded pullovers	507.00	05/10/2024	34-01-60600	
	Check Total:	626.00			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 144	ACH Enabled: False
176878121	Evidence box	216.43	05/10/2024	10-20-60630	
	Check Total:	216.43			
Vendor: 3149	USA BLUEBOOK			Check Sequence: 145	ACH Enabled: False
INV00340104	Boots	138.42	05/10/2024	34-01-60600	
	Check Total:	138.42			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 146	ACH Enabled: False
9961379578	Data charges for mobile jetpacks- March	83.01	05/10/2024	10-02-51200	
	Check Total:	83.01			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 147	ACH Enabled: False
51305	Parts and labor body damage repair #895	3,017.00	05/10/2024	08-01-50034	
	Check Total:	3,017.00			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 148	ACH Enabled: False
IN537078	Copier page counts for all copiers	928.42	05/10/2024	10-02-80001	
	Check Total:	928.42			
Vendor: 3325	NICK WEBER			Check Sequence: 149	ACH Enabled: False
042324	Reimbursement for Watercon Conference-hotel	498.50	05/10/2024	34-01-52120	
042324-1	Reimbursement for Watercon Conference-gas	50.00	05/10/2024	34-01-52000	
	Check Total:	548.50			
Vendor: 0788	WENTWORTH TIRE SERVICE			Check Sequence: 150	ACH Enabled: False
40075864	Tire disposal and dismount by recycler (24 tires)	220.00	05/10/2024	09-01-64000	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
40075916	Tire disposal by recycler (29 tires)	145.00	05/10/2024	09-01-64000	
40075951	Tire disposal by recycler (5 tires)	25.00	05/10/2024	09-01-64000	
40076157	Tire disposal and dismount by recycler (18 tires)	395.00	05/10/2024	09-01-64000	
40077774	Truck 2 tire repair	59.00	05/10/2024	10-30-50110	
	Check Total:	844.00			
Vendor: 5255 0010860-IN	WEST CENTRAL MUNICIPAL CONFERENCE EAP for 2024	645.33	05/10/2024	Check Sequence: 151 10-52-62417	ACH Enabled: False
	Check Total:	645.33			
Vendor: 0209 265230-000	ZIEBELL WATER SERVICE PRODUCTS 6" hymax couplings	1,880.00	05/10/2024	Check Sequence: 152 34-01-62860	ACH Enabled: False
	Check Total:	1,880.00			
Vendor: 8239 PS-INV104525 PS-INV104525 PS-INV104525	ZIPS CAR WASH, LLC Car wash- Fire Car washes- PD Car wash- Bldg	3.00 42.00 3.00	05/10/2024 05/10/2024 05/10/2024	Check Sequence: 153 10-30-50100 10-20-50300 10-13-50100	ACH Enabled: False
	Check Total:	48.00			
	Total for Check Run:	1,515,756.97			
	Total of Number of Checks:	153			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 04/30/2024 - 11:08AM
 Batch: 00425.04.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 2103	ANDY SMOLEN						
				335062	04/25/2024		
1049900	397.25	04/25/2024	Supplies			10-90-62070	
1146686	1,091.66	04/25/2024	Supplies			10-90-62070	
Total for Check	1,488.91						
Total for 2103	1,488.91						
Vendor: 2286	RUDOLPH REPA						
				335061	04/25/2024		
041724	720.10	04/25/2024	Reimbursement for Hotel booking- Conference			10-12-53150	
Total for Check	720.10						
Total for 2286	720.10						
Total Checks:		2,209.01					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ACCEPTING A PROPOSAL FOR THE VILLAGE OWNED
PROPERTY AT 3010 MANNHEIM ROAD AND AUTHORIZING THE
DIRECTOR OF COMMUNITY DEVELOPMENT TO NEGOTIATE
AN AGREEMENT FOR ITS SALE AND DEVELOPMENT**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

RESOLUTION NUMBER 2425-R-___

**A RESOLUTION OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ACCEPTING A PROPOSAL FOR THE VILLAGE OWNED
PROPERTY AT 3010 MANNHEIM ROAD AND AUTHORIZING THE
DIRECTOR OF COMMUNITY DEVELOPMENT TO NEGOTIATE
AN AGREEMENT FOR ITS SALE AND DEVELOPMENT**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Village owns a vacant parcel of undeveloped property commonly known as 3010 Mannheim Road, Franklin Park, Illinois, that is zoned C-3 General Commercial District, as described in the Village of Franklin Park Zoning Ordinance, and identified as Lots 73, 74, 75, 76, 77 (except that part of Lot 77, conveyed to the State of Illinois by deed recorded as document number 25383996), 78, 79, 80, 81 and 82 consisting of approximately 1.29 acres or 56,480 square feet, and further identified by permanent index numbers (PINs) 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000 and as legally described on Exhibit A (the "*Property*"), a copy of which is attached hereto and made a part hereof; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") found that the Property is no longer necessary, appropriate, required for the use of, profitable to or serve any viable use to the Village and that the sale of the Property will eliminate burdensome maintenance cost, provide needed funds, and generate tax revenue for use in the general fund of the Village; and

WHEREAS, the Corporate Authorities further found that the Property serves no public use to the residents of the Village and is in the best interest of the health, safety, and welfare of Village residents to sell the Property; and

WHEREAS, 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code sets forth a procedure for the sale of municipal-owned surplus real property by Village staff after ascertaining the value of the surplus real estate by written appraisal and making said appraisal available for public inspection; and

WHEREAS, the Village ascertained a written appraisal report for the Property, dated January 24, 2024, which was prepared by Mary Wagner, MAI, of Praedium Valuation Group, 1658 North Milwaukee Avenue, Suite B, PMB 5460, Chicago, Illinois, 60647 (the "*Appraisal*"); and

WHEREAS, the Appraisal found that the current market value or appraised value of the Property in its "as is" condition is \$540,000.00; and

WHEREAS, on March 4, 2024, the Corporate Authorities adopted Resolution Number 2324-R-18 entitled "*A Resolution of the Village of Franklin Park, Cook County, Illinois Declaring as Surplus Property the Village Owned Parcel of Real Property at 3010 Mannheim Road and Authorizing Village Staff to Market the Property for Development and Direct the Village Clerk to Make a Copy of the Appraisal of the Property Available to Any Party;*" and

WHEREAS, on March 14, 2024, the Village published a "*Legal Notice/ Public Notice of Sale of Surplus Real Property Owned by the Village of Franklin Park at 3010 Mannheim Road*" along with a copy of Resolution Number 2324-R-18 in the Franklin Park Herald-Journal, a

newspaper of general circulation in the Village, to advise any interested party that the Village was accepting proposals for the sale of the Property; and

WHEREAS, the Village received a commercial retail development proposal from Franklin Commons, LLC for the purchase of the Property (the "*Proposal*"), a copy of which is attached hereto and made a part hereof, as Exhibit B; and

WHEREAS, the staff of the Department of Community Development have reviewed the Proposal and are recommending the Proposal to the Corporate Authorities; and

WHEREAS, the Corporate Authorities of the Village concur with the recommendation for the sale and development of the Property in accordance with the Proposal; and

WHEREAS, the Corporate Authorities direct the Director of Community Development and the Village Attorney to prepare an agreement for the sale and development of the Property and present same to the Corporate Authorities.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Proposal is hereby accepted, and the Director of Community Development and Village Attorney are further directed to prepare an agreement for the sale and development of the Property pursuant to the Proposal and subsequently present same to the Corporate Authorities for final approval in accordance with this Resolution and pursuant to 65 ILCS 5/11-76-4.1 of the Illinois Municipal Code.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby further authorized to take such action to prepare for the sale and development of the Property, as contemplated herein.

Section 4. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall be in full force and effect immediately after its passage and publication as required by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook

County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on

this ____ day of May 2024.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Legal Description of Property

LOTS 73 THROUGH 82, BOTH INCLUSIVE, (EXCEPT THAT PART OF LOT 77, CONVEYED TO THE STATE OF ILLINOIS BY DEED RECORDED AS DOCUMENT 25383996 AND DESCRIBED AS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 77; THENCE WEST ALONG THE SOUTH LINE OF LOT 77, A DISTANCE OF 15.00 FEET; THENCE NORTHEAST ALONG A STRAIGHT LINE TO A POINT ON THE EAST LINE OF LOT 77, WHICH IS 15.00 FEET NORTH (AS MEASURED ALONG SAID EAST LINE) OF THE SOUTHEAST CORNER OF SAID LOT 77; THENCE SOUTH ALONG SAID EAST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING), IN FRANKLIN MANOR, BEING A SUBDIVISION OF THE SOUTH 20 ACRES (EXCEPT THE NORTH 68.00 FEET THEREOF) OF THE NORTH 40 ACRES OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 19, 1959 AS DOCUMENT 17634777, IN COOK COUNTY, ILLINOIS

Permanent Index Numbers (PINs): 12-29-212-002-0000, 12-29-212-003-0000, 12-29-212-008-0000, 12-29-212-009-0000 and 12-29-212-013-0000

Property commonly known as: 3010 Mannheim Road, Franklin Park, Illinois 60131

Exhibit B

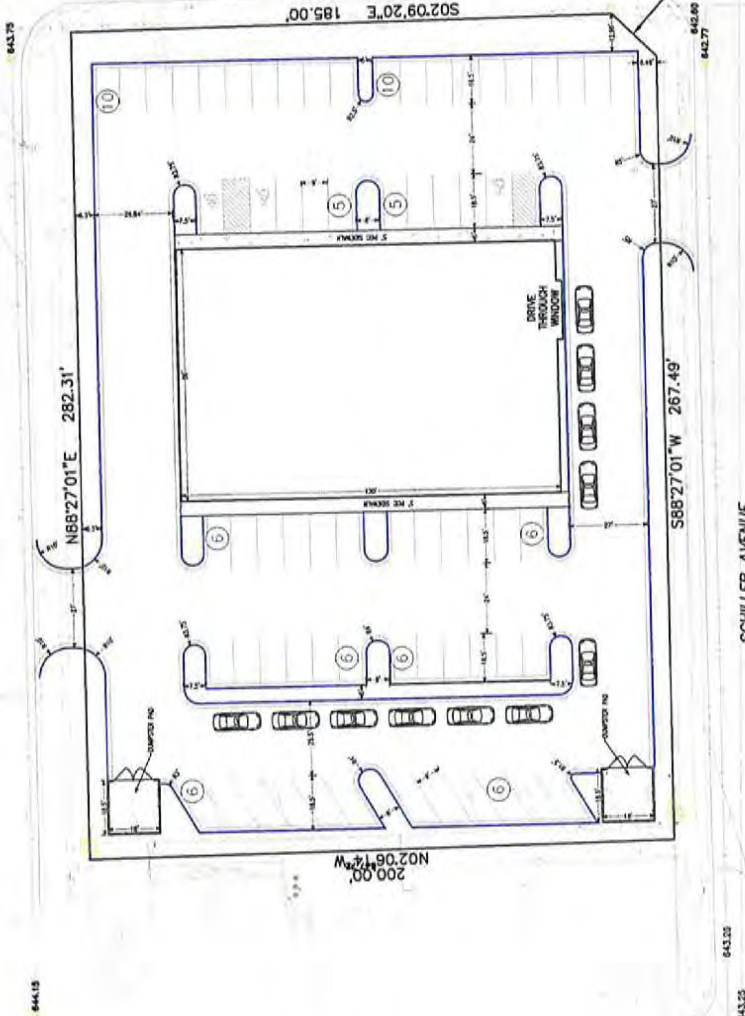
Proposal

PROPOSED SITE PLAN

3010 MANNHEIM ROAD
FRANKLIN PARK, IL
APRIL 22, 2024



CENTER PLACE



MANNHEIM ROAD

N43°08'51"E
211.10

SCHILLER AVENUE

HOUSTON DRIVE

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION
OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED
ELECTION TO BE HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER
THE ILLINOIS GENERAL ASSEMBLY SHALL LIMIT THE AMOUNT
THE ASSESSED VALUE OF AN OWNER-OCCUPIED RESIDENTIAL
PROPERTY CAN INCREASE TO REDUCE PROPERTY TAXES**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

RESOLUTION NUMBER 2425-R-__

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER THE ILLINOIS GENERAL ASSEMBLY SHALL LIMIT THE AMOUNT THE ASSESSED VALUE OF AN OWNER-OCCUPIED RESIDENTIAL PROPERTY CAN INCREASE TO REDUCE PROPERTY TAXES

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Illinois General Assembly shall limit the amount the assessed value of an owner-occupied residential property can increase to reduce property taxes; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the Consolidated Election to be held on April 1, 2025, as permitted by the Illinois Election Code:

Shall the Illinois General Assembly limit the amount the assessed value of an owner-occupied residential property can increase to reduce property taxes?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

**A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN
ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED ELECTION TO BE
HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER THE ILLINOIS GENERAL
ASSEMBLY SHALL ESTABLISH AN ADDITIONAL HOMEOWNER PROPERTY TAX
EXEMPTION FOR LONGTIME HOMEOWNERS WHO HAVE RESIDED IN
THEIR HOME FOR FIFTEEN YEARS OR MORE WITH NO MAXIMUM
HOUSEHOLD INCOME TO HELP REDUCE PROPERTY TAXES**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

RESOLUTION NUMBER 2425-R-__

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER THE ILLINOIS GENERAL ASSEMBLY SHALL ESTABLISH AN ADDITIONAL HOMEOWNER PROPERTY TAX EXEMPTION FOR LONGTIME HOMEOWNERS WHO HAVE RESIDED IN THEIR HOME FOR FIFTEEN YEARS OR MORE WITH NO MAXIMUM HOUSEHOLD INCOME TO HELP REDUCE PROPERTY TAXES

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Illinois General Assembly shall establish an additional homeowner property tax exemption for longtime homeowners who have resided in their home for fifteen years or more with no maximum household income to help reduce property taxes; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village

to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the Consolidated Election to be held on April 1, 2025, as permitted by the Illinois Election Code:

Shall the Illinois General Assembly establish an additional homeowner property tax exemption for longtime homeowners who have resided in their home for fifteen years or more with no maximum household income to help reduce property taxes?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

RESOLUTION

NUMBER 2425-R-__

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER THE VILLAGE OF FRANKLIN PARK, SHALL WAIVE PERMIT FEES FOR THE INSTALLATION OF AN ELECTRIC VEHICLE CHARGING STATION IN AN OWNER-OCCUPIED RESIDENTIAL PROPERTY FOR PRIVATE USE

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

RESOLUTION NUMBER 2425-R-__

A RESOLUTION PROVIDING FOR AND REQUIRING THE SUBMISSION OF AN ADVISORY REFERENDUM TO THE ELECTORS OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, AT THE CONSOLIDATED ELECTION TO BE HELD ON APRIL 1, 2025, THE QUESTION OF WHETHER THE VILLAGE OF FRANKLIN PARK, SHALL WAIVE PERMIT FEES FOR THE INSTALLATION OF AN ELECTRIC VEHICLE CHARGING STATION IN AN OWNER-OCCUPIED RESIDENTIAL PROPERTY FOR PRIVATE USE

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the Illinois Election Code, 10 ILCS 5/28-1, *et seq.*, authorizes the Village to initiate the submission of a public question to the electorate of the Village by adopting a resolution; and

WHEREAS, the President and Board of Trustees of the Village (the "*Corporate Authorities*") believe that the electors of the Village should have an opportunity to provide their input through an advisory referendum with regard to whether the Village shall waive permit fees for the installation of an electric vehicle charging station in an owner-occupied residential property for private use; and

WHEREAS, in order to better gauge the sentiments of the electors of the Village, the Corporate Authorities have determined that it is in the best interest of the residents of the Village to place on the ballot an advisory public question to be considered by the electorate regarding the matter herein set forth.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The following advisory referendum question hereinafter set forth shall be submitted to the electors of the Village of Franklin Park, Cook County, Illinois, at the Consolidated Election to be held on April 1, 2025, as permitted by the Illinois Election Code:

Shall the Village of Franklin Park, Cook County, Illinois, waive permit fees for the installation of an electric vehicle charging station in an owner-occupied residential property for private use?	YES
	NO

Section 3. The Village Clerk is hereby authorized to file a certified copy of this Resolution with the office of the Cook County Clerk and any other document with the appropriate election office to certify the above advisory referendum question for submission to the electors of the Village at the aforesaid election in accordance with applicable law.

Section 4. This Resolution shall be posted by the Village Clerk in one or more public areas of the Village.

Section 5. If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 7. This Resolution shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally left blank)

PASSED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING
THE NUMBER OF LIQUOR LICENSES**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ESTABLISHING
THE NUMBER OF LIQUOR LICENSES**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) regulate the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, Stella’s – Leyden Shopping Center, LLC d/b/a Shelby’s did not renew its Class D-2 Liquor License for the premises located at 2735 N. Mannheim Road for the 2024-2025 license year and ceased to do business at said premises in November 2023; and

WHEREAS, Sabor AA Mexico Inc d/b/a Las Islas Marias Franklin Park did not renew its Class B Liquor License for the premises located at 9700 Franklin Avenue for the 2024-2025 license year, ceased to do business at said premises in mid-February 2024, and voluntarily surrendered its Class B Liquor License for the premises for the 2023-2024 license year on February 23, 2024; and

WHEREAS, The Italian Fisherman - Il Pescatore, Inc. d/b/a Pescatore Palace did not renew its Class B Liquor License for the premises located at 3400 River Road for the 2024-2025 license year and ceased to do business at said premises in March 2024; and

WHEREAS, the Corporate Authorities may from time to time amend the text of the Village Code of Franklin Park when it is determined to be in the best interests of the residents of the Village; and

WHEREAS, the Corporate Authorities find that it is in the best interest of the health, safety and welfare of the residents of the Village to amend the Village Code of Franklin Park to accurately reflect the number of liquor licenses in the Village.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. Section 3-2-7 (“*Number of Licenses Issued*”) of Chapter Two (“*Alcoholic Beverages*”) of Title Three (“*Business and License Regulations*”) of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

- (a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

The total number of class A liquor licenses shall not exceed zero.

The total number of class A-1 liquor licenses shall not exceed four (4).

The total number of class B liquor licenses shall not exceed ~~ten (10)~~ eight (8).

The total number of class B-1 liquor licenses shall not exceed three (3).

The total number of class B-2 liquor licenses shall not exceed one (1).

The total number of class C liquor licenses shall not exceed seven (7).

The total number of class D liquor licenses shall not exceed one (1).

The total number of class D-1 liquor licenses shall not exceed two (2).

The total number of class D-2 liquor licenses shall not exceed ~~one (1)~~ zero.

The total number of class E liquor licenses shall not exceed six (6).

The total number of class F liquor licenses shall not exceed one (1).

The total number of class F-1 liquor licenses shall not exceed one (1).

The total number of class I liquor licenses shall not exceed two (2).

The total number of class I-1 liquor licenses shall not exceed zero.

The total number of class J liquor licenses shall not exceed zero.

The total number of class L (BYOB) liquor licenses shall not exceed zero.

- (b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.
- (c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 4. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A
CLASS B LIQUOR LICENSE TO TACOSTEÑO, INC.**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO OF
TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS ISSUING A
CLASS B LIQUOR LICENSE TO TACOSTEÑO, INC.

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, a Class B liquor license authorizes the sale at retail on the premises specified of alcoholic liquor for consumption on the premises only without video gaming terminals (the “*Class B Liquor License*”); and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) are charged with the responsibility of regulating the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, Tacosteño, Inc. is seeking a Class B Liquor License for the premises located at 10100 Grand Avenue, Franklin Park, Illinois and has further satisfied the requirements for the issuance of said license.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their

entirety.

Section 2. Section 3-2-7 ("*Number of Licenses Issued*") of Chapter Two ("*Alcoholic Beverages*") of Title Three ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

- (a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class B liquor licenses shall not exceed ~~eight (8)~~ nine (9).

...

- (b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.
- (c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. This Ordinance, and its parts, are declared to be severable and any section, paragraph, clause, provision, or portion of this Ordinance that is declared invalid or unenforceable shall not affect the validity or enforceability of any other provision of this Ordinance, which shall remain in full force and effect.

Section 4. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC- __

**AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO
OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(INCREASE NUMBER OF CLASS I LIQUOR
LICENSES FOR CHRISTOS & KOSTAS INC.)**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-VC- __

AN ORDINANCE AMENDING SECTION 3-2-7 OF CHAPTER TWO
OF TITLE THREE OF THE VILLAGE CODE OF THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(INCREASE NUMBER OF CLASS I LIQUOR
LICENSES FOR CHRISTOS & KOSTAS INC.)

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, a Class I Liquor License authorizes the consumption of alcoholic liquor outdoors on the premises where sold provided such premises are already duly licensed for the sale of alcoholic liquor at retail for consumption on the specified premises only (the "*Class I Liquor License*"); and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") regulate the number of liquor licenses that are available for the sale and distribution of alcoholic beverages within the Village; and

WHEREAS, Christos & Kostas Inc. d/b/a Sneakers Sports Bar & Grill is seeking a Class I Liquor License for the premises located at 9721 W. Grand Avenue, Franklin Park, Illinois and has further satisfied the requirements for the issuance of said license.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their

entirety.

Section 2. Section 3-2-7 ("*Number of Licenses Issued*") of Chapter 2 ("*Alcoholic Beverages*") of Title 3 ("*Business and License Regulations*") of the Village Code of Franklin Park, Illinois, is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

3-2-7. – Number of licenses issued.

- (a) *Maximum number of licenses.* The maximum number of licenses which may be issued for each class shall be as follows:

...

The total number of class I liquor licenses shall not exceed ~~two (2)~~ three (3).

...

- (b) *Reduction in the number of licenses.* Whenever a license is revoked, surrendered, nonrenewed, forfeited or lapsed as herein provided in this chapter, the maximum number of licenses in the class of the license which is revoked, surrendered, nonrenewed, forfeited or lapsed as set forth in subsection (a) of this section shall be automatically and immediately reduced by one without further action by the corporate authorities, notwithstanding the number of such licenses permitted pursuant to this section.
- (c) *Appropriate number of licenses.* The village clerk shall codify the appropriate maximum number of licenses for each class whenever the number of license(s) is reduced by this section.

Section 3. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 4. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 5. This Ordinance shall be in full force and effect upon its passage, approval, and publication as provided by law.

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL CONSULTING
AND ENGINEERING SERVICES AGREEMENT FOR UTILITIES GIS
SERVICES FROM MAY 1, 2024 TO APRIL 30, 2025 BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

AN ORDINANCE APPROVING A PROFESSIONAL CONSULTING
AND ENGINEERING SERVICES AGREEMENT FOR UTILITIES GIS
SERVICES FROM MAY 1, 2024 TO APRIL 30, 2025 BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Consulting and Engineering Services Agreement for Fiscal Year 2025 Utilities GIS Services by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

April 25, 2024

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Attention: Joe Thomas, Utilities Commissioner

Subject: Village of Franklin Park FY 2023 Utilities GIS Services

Reference: Meeting of April 1, 2024

Mr. Thomas

Smith LaSalle is pleased to submit this proposed scope of services to provide the Village of Franklin Park Utilities Department GIS Services in fiscal year 2025 for a not to exceed fee and term.

As the Village of Franklin Park (“Village”) does not have personnel on staff to provide GIS services for maintaining its geographic mapping and information systems, Smith LaSalle proposes to provide those staff services defined below in the scope of work on a retainer basis, with monthly time and materials billing not to exceed the contract amount. The contract would run from May 1, 2024, through April 30, 2025.

I. Scope of Work

Maintain the Village Water and Sewer Mapping and Data - Smith LaSalle would provide staff for up to 270 hours labor to perform updates to the water and sewer atlases. CAD information from as-built plans and other utilities-focused projects will be added/updated, updates to the valve and hydrant inventory using data provided by Village contractors, updates to the water service inventory (lead, copper, etc.) using data provided by Village inspectors.

Mapping Support - Smith LaSalle would provide staff for up to 250 hours labor to perform mapping support for the Utilities Department, Streets Department and Fire Department for program specific mapping, such as:

1. Update hydrant data relevant for the Fire Department, based on information provided by Village contractors.
2. Update internal task maps such as street sweeping routes and snowplow routing.
3. Update ADA inventory where facilities along Village roadways have been brought into compliance.
4. Update inventory of Village streetlight and traffic light controllers with supporting data.
5. With the Streets Department, establish an Esri-based sign inventory.

6. Other project-specific tasks anticipated to support the Village in obtaining funding from external inter-governmental sources (e.g., MWRD, IEPA, etc.), as directed by the Village representative

for this agreement.

Building Department Mapping and Data – Smith LaSalle would provide up to 120 hours labor to perform ongoing updates to the Accela address and owner inventory for use by Building Department applications and Utilities Department applications that benefit from this information.

Regulatory Mapping and Reporting – Smith LaSalle would provide up to 80 hours labor for staff assistance in the preparation of Village utilities-related maps and reports as required by Federal, State and Regional agencies, including IEPA lead service reporting, the MWRD Infiltration and Inflow Program, and the IEPA State Revolving Fund Loan Programs.

Schedule

The term of this retainer contract is May 1, 2024, through April 30, 2025.

Assumptions/Conditions

This agreement does not include the following project-specific services:

1. The design or construction services for project-specific work such as alley improvements, street improvements, roadway Phase I engineering/planning, installation of water or sewer lines, and other capital improvements within the Village.
2. Preparation of right-of-way or temporary construction easement drawings, maps, descriptions, or negotiation/acquisition services.
3. Geotechnical investigations.
4. Surveying for projects described in numbers 1, 2 and 3 above.
5. The pursuit of/or processing of State or Federal permits.
6. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
7. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
8. Production of large volumes of copying or printing.

II. Proposed Costs for Services

Proposed Costs for Services Defined in Item I: Services rendered under this Agreement will use Smith LaSalle standard hourly billing rates with a not to exceed amount of **\$130,000.00**. The project fee includes \$200.00 for reimbursable expenses.

Billing and Payment: Invoices shall be submitted monthly for time and materials services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Village may reasonably require.

If payment in full is not received by Smith LaSalle within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.

Billing Records: Smith LaSalle shall maintain accounting records of its invoices and costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after completion.

III. Items Required to Initiate Smith LaSalle Services:

The Village shall, at its expense, do the following in a timely manner so as not to delay the services:

Information/Reports: Provide Smith LaSalle with reports, studies, site characterizations, regulatory decisions and similar information relating to the proposed services that Smith LaSalle may rely upon without independent verification unless specifically identified as requiring such verification.

Representative: Designate a representative for the proposed services who shall have the authority to transmit instructions, receive information, interpret and define the Village's requirements, and make decisions with respect to the services. The Village representative for this Agreement will be Joe Thomas, Interim Utilities Commissioner.

Decisions: Provide all criteria and full information as to the Village's requirements for the proposed services and make timely decisions on matters relating to the services.

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at (847) 260-5818.

Regards

Smith LaSalle, Inc.



Thomas J. McCabe, P.E.
Vice President/ Operations

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between The Village of Franklin Park, Illinois ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe
Printed Name

Printed Name

Vice President Operations
Title

Title

April 25, 2024
Date

Date

1. **Standard of Care** - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEER'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE

shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
THE 2025 SEWER CLEANING AND INSPECTION IMPROVEMENT PROJECT BY
AND BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR
THE 2025 SEWER CLEANING AND INSPECTION IMPROVEMENT PROJECT BY
AND BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Services Agreement for a Sewer Cleaning and Inspection Improvement Project by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

EXHIBIT A

April 25, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: Sewer Cleaning and Inspection

Reference: Meeting with Village staff regarding Engineering Services Proposal

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services, exhibit preparation, and construction related services for the Sewer Cleaning and Inspection.

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Contract Document Preparation: Jim Post of SMITH LASALLE will serve as the Project Manager and will direct the following tasks:

- Determine project scope and cost.
- Coordinate and attend project development/coordination meetings with Village Staff.
- Overall project Coordination/Management

There is approximately 16,750 LF to be televised this year. Many of these sewers are scheduled to be lined as part of the 2025 Sewer Lining Program. Information obtained from the sewer inspection will be used for preparing the quantities and scope for this project. Project notes, specifications, and exhibits will be prepared and included in the Bidding/Contract documents. A construction cost estimate will be prepared to be reviewed by Village staff.

Task 2 – Bidding Assistance: SMITH LASALLE will provide bidding assistance throughout the bidding process and will direct the following tasks:

- Prepare 'Issued for Construction' PDF plans and specifications for bidding.
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.
- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

EXHIBIT A

Task 3 – Construction Related Services: SMITH LASALLE will provide construction related services for the duration of construction and will perform the following tasks:

- Review and assemble Contractor contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests, review changes of project scope requiring additional work by the contractor, review claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village. Certified payroll and lien waivers for prime Contractor and all Sub-Contractors will be included with all pay requests.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor. Monitor performance of construction.

B. Provide Construction Observation

Services include:

- Perform part time on-site observation for the duration of construction (approximately 25 working days) to monitor adherence to project performance specifications.
- Measure quantities of sewer cleaning and televising on a daily basis.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Monitor performance of cleaning and inspection.

Task 4 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....\$45,000.00.
SMITH LASALLE'S fees & schedule are based on completion of the overall project within 60 working days. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

EXHIBIT A

The following are assumptions and Work responsibilities by others:

- Traffic control, safety, and lane closures (Provided by Contractor)
- Directing the work effort shall be the sole responsibility of the Contractor

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards



Thomas McCabe, P.E.
SMITH LASALLE, INC.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR THE LEAD SERVICE REPLACEMENT PROGRAM
BY AND BETWEEN SMITH LASALLE, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES
AGREEMENT FOR THE LEAD SERVICE REPLACEMENT PROGRAM
BY AND BETWEEN SMITH LASALLE, INCORPORATED AND THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Services Agreement for the Lead Service Replacement Program by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

April 25, 2024

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Attention: Joe Thomas, Utilities Commissioner

Subject: Village of Franklin Park Lead Service Replacement Program

Mr. Thomas

Smith LaSalle is pleased to submit this proposed scope of services to provide the Village of Franklin Park Lead Service Replacement Program in fiscal year 2025.

As the Village of Franklin Park ("Village") does not have personnel on staff to prepare the Lead Service Replacement Program for the Village. Smith LaSalle proposes to provide those staff services defined below in the scope of work on a retainer basis, with monthly time and materials billing not to exceed the contract amount. The contract would run from May 1, 2024, through April 30, 2025.

I. Scope of Work

Prepare a Lead Service Replacement Program - Smith LaSalle would provide staff for up to 600 hours labor to prepare an overall lead service removal and replacement plan for the approximate 3000 lead services within the Village. The outline for this program is the following:

1. Review the existing atlas sheets to determine the extent of lead water services in the Village to determine the areas and extent of the work proposed.
2. Prepare surveys for the residents to use in determining if they have lead services in their homes. Surveys would include pictures of lead and copper services for easier verification. The surveys would be sent out with the water bills, listed on the Village website, shown on the various Village media pages, and any other means for residents to complete the necessary information
3. Monitor the surveys and use them to update the Village watermain atlas sheets.
4. Follow up with home inspections for those residents that did not complete the survey.
5. Once the surveys are completed, prepare a schedule/ program to replace the water services from the watermain to the b. boxes. This will include correspondence with the IEPA regarding funding and timing of these tasks.
6. Prepare a schedule/ program to replace the existing lead services from the b. boxes into the residents' homes. This also will require coordination and direction from the IEPA regarding timing and budget.
7. During items 5 and 6, prepare engineering plans for the replacement of the lead services to the buildings in the areas that appear to have existing lead services form the main to the house.
8. Prepare notification packets to residents explaining the program and sending them a checklist to see if they want their lead service replaced or not. During this task, research possible funding

- opportunities for the lead service from the b. box to the house.
9. Other project-specific tasks anticipated to support the Village in obtaining funding from external inter-governmental sources (e.g., MWRD, IEPA, etc.), as directed by the Village representative for this agreement.
 10. Compile all of the data from the above tasks to prepare an updated atlas sheet for the lead services as well as put together a multi-year plan to address the replacement, timing and funding of the project.

Schedule

The term of this retainer contract is May 1, 2023, through April 30, 2024. We do not anticipate using all of this fee nor completing the tasks listed above in their entirety.

II. Proposed Costs for Services

Proposed Costs for Services Defined in Item I: Services rendered under this Agreement will use Smith LaSalle standard hourly billing rates with a not to exceed amount of **\$55,000.00**. The project fee includes \$200.00 for reimbursable expenses.

Billing and Payment: Invoices shall be submitted monthly for time and materials services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as the Village may reasonably require.

If payment in full is not received by Smith LaSalle within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.

Billing Records: Smith LaSalle shall maintain accounting records of its invoices and costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for three (3) years after completion.

III. Items Required to Initiate Smith LaSalle Services:

The Village shall, at its expense, do the following in a timely manner so as not to delay the services:

Information/Reports: Provide Smith LaSalle with reports, studies, site characterizations, regulatory decisions and similar information relating to the proposed services that Smith LaSalle may rely upon without independent verification unless specifically identified as requiring such verification.

Representative: Designate a representative for the proposed services who shall have the authority to transmit instructions, receive information, interpret and define the Village's requirements, and make decisions with respect to the services. The Village representative for this Agreement will be Joe Thomas, Interim Utilities Commissioner.

Decisions: Provide all criteria and full information as to the Village's requirements for the proposed services and make timely decisions on matters relating to the services.

SMITH LASALLE®

Consulting Engineers

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at (847) 260-5818.

Regards

Smith LaSalle, Inc.

A handwritten signature in black ink that reads "T. McCabe". The signature is written in a cursive, flowing style.

Thomas J. McCabe, P.E.
Vice President/ Operations

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between The Village of Franklin Park, Illinois ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe
Printed Name

Printed Name

Vice President Operations
Title

Title

April 25, 2024
Date

Date

1. **Standard of Care** - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT'S consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEER'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE

shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING
AND CONSTRUCTION RELATED SERVICES AGREEMENT FOR THE
2024 SEWER LINING IMPROVEMENT PROJECT BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING
AND CONSTRUCTION RELATED SERVICES AGREEMENT FOR THE
2024 SEWER LINING IMPROVEMENT PROJECT BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Services Agreement for the 2024 Sewer Lining Improvement Project by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES
AGREEMENT FOR THE 2025 ROADWAY IMPROVEMENT PROJECT BY AND
BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT FOR THE 2025 ROADWAY IMPROVEMENT PROJECT BY AND BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Professional Engineering Services Agreement for the 2025 Roadway Improvement Project by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held

invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE 2024 50-50 SIDEWALK REPLACEMENT PROGRAM BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G- __

**AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE 2024 50-50 SIDEWALK REPLACEMENT PROGRAM BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK,
COOK COUNTY, ILLINOIS**

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Engineering Services Agreement for the 2024 50-50 Sidewalk Replacement Program by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, and employees of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County,

Illinois this _____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on
this _____ day of May 2024.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A
Agreement

April 25, 2024

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Attention: Joseph Thomas, Utilities Commissioner
Subject: 2024 50/50 Sidewalk Replacement Program
Reference: Meeting with Village staff regarding Engineering Services Proposal

Mr. Thomas

Smith LaSalle, Inc. is pleased to submit the following proposal and scope for the construction related services for the Village of Franklin Parks, for the 2024 50/50 Sidewalk Replacement Program. The project involves the removal and replacement of public sidewalk with resident financial participation at various locations throughout the Village. Sidewalk replacement location and quantities are not yet tabulated as sign-up for this program is still in progress. Also included will be spot curb & gutter replacement, drive aprons, and detectable warning removal and replacement as directed by Village staff. Services will also include project administration, engineering design, contract document preparation, bidding assistance, construction engineering services and miscellaneous reimbursable expenses.

I. Smith LaSalle will provide the following services:

Project Preparation:

- Determine project scope and cost.
- Coordinate and attend project development/coordination meetings with Village staff.
- Project coordination/management.
- Review resident participant documents and assemble contract documents for execution.

Contract Document Preparation:

Smith LaSalle will tabulate the public sidewalk and curb & gutter replacement locations based on resident requests, and field mark these locations for the contractor. Specifications, project notes, and details will be prepared for the project improvements. A construction cost estimate will be prepared to be reviewed by Village staff.

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions

▪ Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff Construction Project Management:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests submitted by the Contractor, review of changes of project scope requiring additional work by the contractor, review of claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.
- Monitor performance of construction.

Construction Observation:

- Perform full time onsite construction observation to monitor adherence to project performance specifications.
- Prepare and distribute Resident/Business Construction Notices
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Provide Material Quality Assurance testing (Subconsultant)
- Smith LaSalle's fees & schedule is based on completion of the project within 30 working days.
- Prepare As-Built drawings to be delivered to the Village of Franklin Park

Reimbursable Expenses:

- Materials Testing (Subconsultant)
- IEPA 662 Form (Subconsultant)
- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Estimated Costs for Construction Related Services Listed under Item I –
Time and Materials - Not to Exceed.....\$47,450.00

The statement of work may be changed by submitting changes to us in writing. If the Village of Franklin Park requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to supporting the Village on this project. If you have any questions, please call me at 847 260-5818.

Regards



SMITH LASALLE, INC.

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 21, 2023 between VILLAGE OF FRANKLIN PARK ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe

Printed Name

Printed Name

Vice President Operations

Title

Title

April 21, 2023

Date

Date

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

1. Standard of Care - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for

negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEER'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A GRANT OF EASEMENT TO COMMONWEALTH
EDISON COMPANY (10507 CROWN ROAD; PIN: 12-29-203-056-0000)**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A GRANT OF EASEMENT TO COMMONWEALTH
EDISON COMPANY (10507 CROWN ROAD; PIN: 12-29-203-056-0000)

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the "*Village*") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended; and

WHEREAS, Commonwealth Edison Company is seeking a permanent utility easement (the "*Utility Easement*") from the Village on a portion of the property commonly known as 10507 Crown Road, Franklin Park, Illinois 60131 and as identified by permanent index number (PIN) 12-29-203-056-0000, and as more particularly described on the Grant of Easement, a copy of which is attached hereto and made a part hereof as Exhibit A (the "*Grant of Easement*"), for its utilities in the area of said property therein legally described; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have determined that it is in the best interest of the health, safety, and welfare of the residents of the Village to grant the Utility Easement.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recitals are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

Section 2. The Grant of Easement, a copy of which is attached hereto and made a part hereof as Exhibit A, to grant and convey the Utility Easement to Commonwealth Edison Company

by the Village is hereby approved substantially in the form presented to the Village Board, with such necessary changes as may be authorized by the Village Engineer, the execution of the Grant of Easement by the Village President to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The President and Village Clerk are hereby authorized and directed to execute and deliver the Grant of Easement and any and all other documents necessary to implement the provisions, terms, and conditions thereof, as therein described.

Section 4. The officers, officials, employees, engineers, and attorneys of the Village are hereby authorized and directed to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Grant of Easement and are hereby further authorized and directed to file this Ordinance and the Grant of Easement with the County of Cook.

Section 5. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 6. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this ____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this ____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Grant of Easement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING AN AGREEMENT FOR ENGINEERING
SERVICES FROM MAY 1, 2024 TO APRIL 30, 2025 BY AND BETWEEN
SMITH LASALLE, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
APRIL ARELLANO, Village Clerk

IRENE AVITIA
GILBERT J. HAGERSTROM
JOHN JOHNSON
WILLIAM RUHL
KAREN SPECIAL
ANDY YBARRA
Trustees

ORDINANCE NUMBER 2425-G-__

AN ORDINANCE APPROVING AN AGREEMENT FOR ENGINEERING SERVICES FROM MAY 1, 2024 TO APRIL 30, 2025 BY AND BETWEEN SMITH LASALLE, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

WHEREAS, the Village of Franklin Park, Cook County, Illinois (the “*Village*”) is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and under the provisions of the Illinois Municipal Code, as from time to time supplemented and amended.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois, as follows:

Section 1. That the above recital is hereby incorporated herein and made a part hereof, as if fully set forth in its entirety.

Section 2. The Agreement and Scope of Services for Franklin Park Village Engineering by and between Smith LaSalle, Incorporated and the Village of Franklin Park, Cook County, Illinois (the “*Agreement*”), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

Section 4. If any section, paragraph, clause, or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 5. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect upon its passage, approval and publication as provided by law.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of May 2024, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
AVITIA					
HAGERSTROM					
JOHNSON					
RUHL					
SPECIAL					
YBARRA					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of May 2024.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

Exhibit A: Smith LaSalle Proposed Scope of Services for FY 2024 Franklin Park Village Engineering

**PART I
SERVICES**

A. Project Description

The “Client” is retaining Smith LaSalle to perform Village Staff Engineering services for a set fee and term. The “Client” does not have professional engineering personnel on staff to perform the day-to-day engineering functions required to operate the Village. Smith LaSalle would provide those staff services defined below in the scope of work on a fixed retainer basis. The contract would run from 1 May 2024 through 30 April 2025.

B. Scope

Village Engineering Management - Smith LaSalle will provide Thomas McCabe, P.E., or a replacement suitable to the Village, to perform up to 1300 hour’s labor, and Joe Webster to perform up to 1000 hour’s labor on the following tasks on a recurring basis throughout the term of the contract. Mr. McCabe would on average be in the Village 20 hours per week.

Conduct general staff engineering tasks such as:

- Develop Capital Improvement Project budgets in collaboration with Village staff.
 - Answer questions from Developers regarding development in Franklin Park.
 - Attend meetings with developers and Village Economic Development staff.
 - Attend Village Board meetings, Committee meetings, and Mayor’s staff meetings.
 - Attendance at NCCATS and WCMC scheduled meetings.
2. Conduct, with Village staff, investigations and provide opinion on solutions to problems with existing infrastructure. The design of such projects will be under separate agreement.
 3. Attend meetings with residents/property owners on drainage complaints and provide opinion on recommended solutions to those complaints. The design of such solutions will be under separate agreement.
 4. Review engineering plans, for compliance with Village Code, submitted for development review and complete field inspections of development during construction.
 5. Provide coordination, on Village related issues, with other government agencies such as IEPA, MWRDGC, Cook County DOT and IDOT.
 6. Coordinate with other staff members and Village Board for planning capital improvements to the Village’s infrastructure.
 7. Provide, in coordination with Village staff, assistance in planning MFT/STP projects. Design

and construction engineering would be performed under separate agreement.

Stormwater Program Management/ Development Review - Smith LaSalle would provide a Certified Flood Plain Manager and MS4 Program Manager to provide support for up to 500 hours. The Development Manager is available at a minimum two days per week to meet with residents and staff. Floodplain permit reviews may be performed in the Smith LaSalle office or at Village Hall. The following tasks will be performed on a recurring basis.

1. Provide the following floodplain management tasks: floodplain determinations and the review of permit applications to determine compliance with the Village's Floodplain Ordinance.
2. Coordinate floodplain development with IDNR and FEMA as necessary for the Village to remain in good standing with the National Flood Insurance Program (NFIP).
3. Attend quarterly Lower Des Plaines Watershed Planning Council Meetings, MWRDGC Watershed Management Ordinance update meetings, and other floodplain related agencies meetings, as requested.
4. Respond to resident's floodplain inquires and provide any requested literature/reference materials.
5. Provide MS4 Stormwater program management. Tasks performed will include application for IEPA Stormwater permit, preparation of annual report, monitoring throughout the year compliance with Village BMPs, conducting erosion control inspections of permitted construction activities.
6. Review and approve developer projects for compliance with the MWRDGC Watershed Management Ordinance (WMO). Coordinate with MWRDGC to assure the Village maintains compliance with the WMO.
7. Review and revise Village Stormwater and Floodplain Ordinance's to comply with current standards and regulations.
8. Review development plans submitted to the Village for permitting. Coordinate with the Building Department and Community Development.
9. Meet with developers and their teams as needed to address their concerns and assist in putting together timelines and addressing issues during the permitting process.

Public Works Management – Smith LaSalle will provide Joe Thomas with up to 1,900 hours of labor to perform the following public works management tasks on a recurring basis throughout the term of the contract:

1. Prepare the Village's annual Utilities Department Budget.
2. Routine budget monitoring and coding of invoices.
3. Monitors Village drinking water usage for compliance for water loss and preparation of Village Illinois Lake Michigan Water Utilization (LMO) report.

4. Assist in preparing the 5-Year Capital Plan for the Village.
5. Assist in updating the utility atlas conversion to GIS maps.
6. Assist in preparation of the 50/50 sidewalk program.
5. Prepare the monthly IEPA monitoring reports and submission of Water Operating Permit documents.

Engineering Related Support Services – Smith LaSalle will provide basic engineering related services that include such tasks as surveying, CAD drawings, and providing items such as Zoning Maps, revised Pavement Condition maps, and other mapping requirements. Smith LaSalle will provide field services for minor construction projects. These services will be provided by Smith LaSalle professional staff for up to 1000 hours. Smith LaSalle will provide GIS services to update, maintain and add geolocation information to the Village's ArcGIS system under a separate contract.

C. Schedule

The term of this retainer contract is May 1, 2024 through April 30, 2025.

D. Assumptions/Conditions

This agreement does not include the following project specific services:

1. The design or construction services for project specific work such as alley improvements, street improvements, roadway phase I engineering/planning, installation of water or sewer lines, and other capital improvements within the Village.
2. Preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. Geotechnical investigations.
4. Surveying for project described in 1 above.
5. The pursuit of/or processing of State or Federal permits, except the MS4 permit.
6. Contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
7. Cultural, historic, archeological, or wetland assessment investigations or remediation activities.
8. Preparation or reproduction of large format (greater than 11"x17") color plans, posters, or graphics.
9. Production of large volumes of copying or printing.

**PART II
CLIENT'S RESPONSIBILITIES**

Client shall, at its expense, do the following in a timely manner so as not to delay the services:

A. Information/Reports

Provide Smith LaSalle with reports, studies, site characterizations, regulatory decisions and similar information relating to the Services that Smith LaSalle may rely upon without independent verification unless specifically identified as requiring such verification.

B. Representative

Designate a representative for the project who shall have the authority to transmit instructions, receive information, interpret and define Client's requirements and make decisions with respect to the Services. The Client representative for this Agreement will be Joe Lauro, Utilities Commissioner.

C. Decisions

Provide all criteria and full information as to Client's requirements for the Services and make timely decisions on matters relating to the Services.

D. Office Support

The Village will provide to Mr. McCabe and Mr. Webster the following support and services:

1. Office space in Village Hall with desk, telephone, computer with standard Village office software, internet and email capability, and file cabinet space for Village generated engineering documents.
2. Expendable office supplies such as paper, copying and other routine supplies.

**PART III
COMPENSATION**

A. Compensation

Compensation for the Services shall be as follows:

Services rendered under the general engineering services will be completed with Smith LaSalle Standard hourly billing rates with a not to exceed amount of \$694,960.00. The estimated compensation per task is shown below. The exact hours for each individual may fluctuate based on workload but the not to exceed amount will not be exceeded without Village authorization. The project fee includes \$7,000.00 for reimbursable expenses.

1. Village Engineering Management	1300 Hours	\$208,800.00
2. Stormwater Program Management/ Development Review	500 Hours	\$ 72,500.00
3. Public Works Management	1900 Hours	\$266,000.00
4. Engineering Related Support Services	1000 Hours	\$160,000.00
5. Admin Support	130 Hours	\$ 11,700.00
6. Expenses		\$ 7,000.00

Maximum Fee: **\$726,000.00**

B. Billing and Payment

1. Timing/Format

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the due date. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Smith LaSalle within 30 calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the invoice due date.

2. Billing Records

Smith LaSalle shall maintain accounting records of its costs in accordance with generally accepted accounting practices. Access to such records will be provided during normal business hours with reasonable notice during the term of this Agreement and for 3 years after completion.

**ASBESTOS INSPECTION
SCOPE OF WORK/COST ESTIMATE
3107 MAPLE STREET
3548 RIVER ROAD
9763 FRANKLIN AVENUE
FRANKLIN PARK, ILLINOIS 60131**

April 11, 2024

DAI Environmental, Inc. is pleased to provide the following *Scope of Work/Cost Estimate* to the Village of Franklin Park care of Mr. James Post of Smith LaSalle for the services associated with performing an asbestos inspection and reporting for three (3) separate properties located in Franklin Park, Illinois. The three (3) properties include:

- 3107 Maple Street
- 3548 River Road
- 9763 Franklin Avenue.

The following describes the project work to be completed by DAI for this *Scope of Work/Cost Estimate*.

1.0 SCOPE OF WORK

It is understood that the buildings on the properties are planned for demolition. Therefore, the asbestos inspections will be conducted in accordance with regulations pertaining to building demolition and renovation inspections. The asbestos inspections will include the completion of a visual survey followed by collection of samples for subsequent laboratory analysis. The asbestos inspection will be conducted by an Illinois Licensed Asbestos Building Inspector and an assistant, if needed.

The overall objective of the asbestos survey is to provide data on locations, quantity, and condition of building materials that have the potential for being asbestos containing material (ACM), i.e. "Suspect materials." ACM is defined as any material containing 1% or greater asbestos.

Subsequent to the asbestos survey, bulk sampling will be completed to verify the presence or absence of asbestos in the various suspect materials observed during the survey, as well as to provide a report required as supporting documentation to be submitted along with a demolition permit application. Laboratory analysis of suspect ACM will be performed using either Polarized Light Microscopy (PLM) or Transmission Electron Microscopy (TEM) for non-friable organically bound materials (e.g., floor tile).

Upon receipt of the laboratory results, DAI will prepare an Asbestos Inspection Report for each of the three (3) properties. The reports will summarize the locations and estimated quantities of the various types of ACM, with a focus on the quantities and types of ACM that would need to be abated prior to any future building demolition. Any asbestos operation and maintenance issues and requirements will be summarized (if relevant).

2.0 COST ESTIMATE

The actual asbestos inspection costs will vary depending on the time and effort required to inspect and collect any suspect asbestos samples and the number and types of samples submitted for laboratory analysis are unknown. This will vary based upon actual on-site observations and conditions, and therefore can only be estimated at this time. Note that this estimate is based upon the assumption that the properties are vacant and easily sampled (i.e., no personnel are present that would limit destructive sampling and require a follow-up sampling event at a later date). Based upon a preliminary evaluation of the building types/sizes/locations, DAI has assumed that full asbestos inspection will be completed on two (2) properties (River Road and Maple Street) in a single day and that a separate 1-day event will be required for the third property on Franklin Avenue. This assumed that each individual property is not performed as independent events, but can be combined as time allows.

Note, the number of samples collected for analysis cannot be accurately determined without the completion of the visual survey to identify the number of suspect materials, homogenous areas, etc. However, the cost estimation provides an estimated number based on DAI's experience of similar inspections. DAI will contact the client to obtain verbal approval to proceed if the scope of work exceeds well beyond the above estimated days and/or number of samples. No specific additional costs for rented equipment such as extra-tall ladders or lifts are included in the estimate. If necessary, such additional costs would be discussed with client and approved before expending. The below table summarizes the estimated asbestos inspection costs.

ASBESTOS INSPECTION COST ESTIMATE

Activity	Estimated Cost
Setup/Project Management/Inspection/Prep	\$500.00
Asbestos Inspection (Inspector & Assistant + exp.) – River Road & Maple Street ¹	\$3,200.00
Lab Analysis (4-day turn) – River Road & Maple Street	\$2,100.00
Asbestos Inspection (Inspector & Assistant + exp.) – Franklin Avenue ¹	\$2,600.00
Lab Analysis (4-day turn) – Franklin Avenue	\$1,600.00
Reporting (3)	\$6,000.00
Total	\$16,000.00

¹ – Does not include costs to rent ladders or scissor lift to access sampling points, which may or may not be needed.

Accepted by: _____

Signature: _____

Of: **Village of Franklin Park**

Date: _____

SMITH LASALLE

10102 PACIFIC AVE.
FRANKLIN PARK, IL 60131
Tel. (847) 260-5095 Fax (877) 774-6695

MEMORANDUM

DATE: April 26, 2024
TO: Mayor and Trustees
CC: Joseph Thomas, David Gonzalez, Cynthia Perez, April Arellano, Tom McCabe
FROM: Jim Post
RE: Schiller Blvd. Roadway & Utility Improvements, Phase II Project Re-Bid

The Village of Franklin Park opened bids for the Schiller Blvd. Roadway & Utility Improvements, Phase II Project on April 25th, 2024. Four bids were received ranging in amounts from \$4,387,989.15 to \$4,976,986.00. The Engineers estimate for the work was \$4,415,275.31. The bid tabulation is attached to this message.

The low bid of \$4,387,989.15 was submitted by A Lamp Concrete Contractors, Inc. A Lamp has satisfactorily completed numerous projects for the Village of Franklin Park, and all were completed within budget, on schedule, and without incident.

Based on the performance evaluation of these past projects, and being the lowest responsible bidder, it is our recommendation that the Village Board approve awarding a contract in the amount of \$4,387,989.15 to A Lamp Concrete Contractors, Inc.



Hampton, Lenzini and Renwick, Inc.

Civil Engineers • Structural Engineers • Land Surveyors • Environmental Specialists
www.hlrengineering.com

February 29, 2024

Mr. Thomas McCabe
Village Engineer — Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

RE: 2024-2026 Vegetation Management Extension Proposal

Dear Mr. McCabe,

Hampton, Lenzini and Renwick, Inc. (HLR) manages several sites for Franklin Park, including four rock lined basins, the Police Station, the Nevada basin, and 14 rain gardens. In past years, HLR had separate 2 or 3 year contracts for each site, so they were all on different proposal cycles. Last year, we combined all the sites into one contract. Several sites are not in the Franklin Park maintenance program for 2024 and 2025. A breakdown of the projects already active in the contract as well as those that would require an extension are shown below. Tasks for each site are also itemized per year.

Village of Franklin Park Native Area Management Current Contract (2023-2025)

2023 Rock Basins	\$ 6,800.00
2023 Police Station	\$ 5,500.00
2023 Nevada Avenue Basin	\$ 12,000.00
2023 Rain Garden Maintenance and Monitoring	\$ 19,200.00
2024 Police Station	\$ 5,500.00
2024 Nevada Avenue Basin	\$ 9,000.00
2025 Nevada Avenue Basin	\$ 9,000.00
2023-2025 CURRENT TOTAL	\$ 67,000.00
TOTAL COMPLETED IN 2023	\$ 43,500.00
2024-2025 CURRENT TOTAL	\$ 23,500.00

2024-2025 Requested Extensions

2024 Rock Basins	\$ 6,800.00
2025 Rock Basins	\$ 6,800.00
2024 Rain Garden #2 Plug Replacement	\$ 2,800.00
2024 Rain Garden Maintenance	\$ 20,000.00
2025 Rain Garden Maintenance	\$ 20,000.00
2025 Police Station	\$ 5,500.00
2024-2025 EXTENSION TOTAL	\$ 61,900.00

Chemical Invasive Control

Herbicide can be a very effective means of controlling invasive species. The plant communities will be monitored for invasive species including, but not limited to reed canary grass, thistles, and common reed. Populations of these species will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide when the plants reach

1707 N. Randall Road
Suite 100
Elgin, IL 60123
Tel 847.697.6700
Fax 847.697.6753

380 Shepard Drive
Elgin, Illinois 60123-7010
Tel 847.697.6700
Fax 847.697.6753

380 N. Terra Coita Road
Unit G
Crystal Lake, Illinois 60012
Tel. 847.697.6700
Fax 847.697.6753

3085 Stevenson Drive
Suite 201
Springfield, Illinois 62703
Tel. 217.546.3400
Fax 217.546.8116

323 West 3rd Street
P O Box 160
Mt Carmel, Illinois 62863
Tel 618.262.8651
Fax 618.263.3327

leaf/flowering stage, but preferably prior to seed head formation, in early summer, with the following exceptions: common reed is best controlled during the flowering stage in late summer, reed canary grass is best controlled in spring just prior to flowering (around May 15) or in fall.

The scope will include the preparation of an ILG87 NPDES permit for pesticide application point source discharges which is required for herbiciding on or near surface water. HLR will prepare a Notice of Intent (NOI) for the Prairie Pointe subdivision.

All herbicide applications will be conducted under the supervision of a wetland specialist. A water safe, systemic herbicide will be utilized for this site. The application of herbicides will be performed only by persons licensed or certified in the State of Illinois for pesticide/herbicide application. Herbicide use will be in strict compliance with all application rates, procedures, warning labels and applicable codes, standards and best management practices.

Mechanical Invasive Control

Mechanical control includes cutting, mowing and/or the digging up of individual plants by hand, with the intention of impeding a plant from reproducing by seed. Cutting or mowing close to the ground (weed-eater or hand-scythe) is effective means of control for annual species, and may be implemented in select areas of the site. Spot mowing will only be conducted if it is necessary for invasive species control. The mowers will be set to a height of 8 to 12 inches above the ground surface which allows annual invasive seed heads to be cut off and does not damage native plants.

Enhancement Overseed

An overseed will be conducted for the basin according to the management schedule below. Overseeding promotes aesthetic appeal of the natural area and encourages quicker recovery to areas previously dominated by invasive vegetation. The area will be seeded with an aggressive custom seed mix to combat invasive species, enhance the aesthetics of the site, and promote diversity of the ecosystem. The seed mix will have a diversity of flowering species and grasses, such as grey-headed coneflower (*Ratibida pinnata*), big bluestem (*Schizachyrium scoparium*), wild bergamot (*Monarda fistulosa*), Indian grass (*Sorghastrum nutans*), purple coneflower (*Echinacea purpurea*), little bluestem (*Andropogon gerardii*) and black-eyed Susan (*Rudbeckia hirta*). The forbaceous plants chosen are aggressive flowering natives that have very long blooming periods, making them an attractive and constructive addition to the ecosystem.

Fee Schedule

HLR, Inc. agrees to provide the proposed maintenance services based on the lump sum costs in the fee schedule below.

Rock Basins- 2024 Maintenance	
Monthly herbicide treatments	\$6,800.00
2024 TOTAL	\$6,800.00

Rock Basins- 2025 Maintenance	
Monthly herbicide treatments	\$6,800.00
2025 TOTAL	\$6,800.00

Rain Garden #2 Native Plug Replacement- 2024	
Native plugs- provided and installed	\$2,800.00
Total	\$2,800.00

Rain Gardens- 2024 Maintenance	
Spring mulch installation	\$2,000.00

Monthly herbicide treatments	\$2,500.00
Monthly mechanical control site visits	\$13,600.00
Debris pick-up	\$300.00
Monthly monitoring inspections	\$1,600.00
2024 Total	\$22,800.00

Rain Gardens- 2025 Maintenance	
Spring mulch installation	\$2,000.00
Monthly herbicide treatments	\$2,500.00
Monthly mechanical control site visits	\$13,600.00
Debris pick-up	\$300.00
Monthly monitoring inspections	\$1,600.00
2025 Total	\$20,000.00

Police Station- 2025 Maintenance	
Inspect areas for invasive species with herbicide as appropriate. Herbicide treatments will be conducted by an Illinois Certified Applicator skilled in distinguishing undesirable species from native immature plants	\$3,720.00
Mechanical control of weedy vegetation in full bloom to kill the undesirable plants and prevent them from seeding.	\$1,780.00
2025 TOTAL	\$5,500.00

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$29,600.00 in 2024, and \$32,300.00 in 2025. These extensions will be added to our existing contract.

Payment Terms

If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon 30 calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance.

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest as stated above shall be paid by the Client on all disputed invoice amounts

that are subsequently resolved in the Consultant's favor and shall be calculated on the unpaid balance from the due date of the invoice.

Payments to the Consultant shall not be withheld, postponed, or made contingent on the construction, completion, or success of the project or upon receipt by the Client of offsetting reimbursement or credit from other parties who may have caused Additional Services or expenses. No withholdings, deductions, or offsets shall be made from the Consultant's compensation for any reason unless the Consultant has been found to be legally liable for such amounts.

Changed Conditions

If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Delays

The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war, or other emergencies or acts of God; failure of any government agency or utility to act in timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation.

Indemnification

The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors, or consultants, or anyone for whom the Client is legally liable.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Mediation

In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

Notice of Delay

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder. Although the Consultant will exercise reasonable care in performing its services, the Client understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, and subconsultants (collectively, Consultant) against any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous materials on the property.

Standard of Care

In providing services under this Agreement, the Consultant will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services

If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the Client shall compensate the Consultant for expenses incurred as a result of the suspension and resumption of its services, and the Consultant's schedule and fees for the remainder of the Project shall be equitably adjusted.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination

In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party.

- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

In the event of any termination that is not the fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes

In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

If this agreement meets with The Village of Franklin Park approval, please have the proper officials sign and date where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call Karen Kase at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.



Erica Spolar
Executive Vice President

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by the Village of Franklin Park for the 2024-2025 Vegetation Management Extension activities set forth above.

By _____

_____ Date

Title _____



April 19, 2024

Nicholas A. Walny
Director of Community Development and Zoning
Village of Franklin Park
9500 W. Belmont Avenue
Franklin Park, IL 60131

Below is a scope of work to be provided by Visit Oak Park to the Village of Franklin Park for an investment of \$5,000 for FY24.

- A dedicated landing page on VOP Website with business listings
 - *Community Description
 - * Profession highlight video
 - *Tourism-focused business listings
- Opportunity for promotion on EnjoyIllinois.com
- Opportunity for promotion on VisitChicagoland.com
- Curated event and attraction promotion as part of annual campaigns
- Semi-Annual State of Tourism Insights and Reporting of our annual campaigns
- Access to IOT grant opportunities and connections
- Option to invest in a co-marketing program
- Inclusion in blog content
- Access to Public Relations
- Licensed access to community-related photography and video assets
- Access to reporting that leverages visitor cell phone data to track traffic and economic impact to places of interest in your community

Other programs or services that align with our goal to be the collaborative leader in driving the benefits of the region's visitor economy may be presented for no additional cost to the Village of Franklin Park in Fiscal Year 2024. Visit Oak Park will work with village staff throughout the year and provide updates on the services outlined in this contract.

Annie Coakley
Visit Oak Park

Nicholas Walny
Village of Franklin Park

April 29, 2024

Village of Franklin Park
9500 Belmont Ave.
Franklin Park, IL 60131

Attention: Joe Thomas, Utilities Commissioner
Subject: Police Antenna Foundation – Construction Phase
Reference: (a) Police Department Antenna Foundation
(b) Construction Quotes (Attached)

Dear Mr. Thomas

Smith LaSalle is pleased to submit the following construction quotes for the police department – Ref (a), (b).

The following quotes were received:

- Martam Construction - \$173,775.00
- Hoistman Construction - \$197,500.00
- Lakes & Rivers Contracting - \$159,575.00

Smith LaSalle reviewed each quote for compliance and cost and recommends that Lakes & Rivers Contracting be awarded the work.

We look forward to supporting the Village on this project. If you have any questions, please call me at 312.758.3135.

Regards,



Perry L. Smith, P.E.
Smith-LaSalle, Inc.



Lakes & Rivers Contracting, Inc.

Marine and Heavy Construction

1200 INTERNATIONALE PKWY SUITE 250, WOODRIDGE, IL 60517 - PHONE 630.739.2460

25 April 2024

Smith LaSalle
10102 Pacific Avenue
Franklin Park, IL 60131

Attn: Perry L. Smith
Principal

RE: Police Department Antenna Project Foundation Proposal
Village of Franklin Park

Mr. Smith,

We are pleased to offer our proposal for the concrete foundation based on Smith LaSalle drawing F1 dated April 05, 2024. These prices are subject to the clarifications listed below and are valid for thirty (30) days:

ITEM	QUANTITY	UNIT PRICE	EXTENSION
Excavation and Backfill	+/- 300 CY		\$ 60,000.00
Shoring	1 Lump Sum		\$ 40,000.00
Reinforced Concrete	+/- 39 CY		\$ 55,575.00
Landscaping / Restoration	1 Lump Sum		\$ 4,000.00
Total			\$ 159,575.00

The above unit prices are contingent on the following clarifications:

- Soil borings were not received as part of the information provided and will be required for verification prior to award.
- Reuse of existing topsoil is included.
- Included disposal of excavated material at CCDD...no contaminated material disposal included.
- Conduit relocation is not included.
- L&R Standard Qualifications and L&R Standard Insurance.

LAKES & RIVERS CONTRACTING, INC.

Mark Lustig

Lakes & Rivers Contracting, Inc.
Standard Proposal Qualifications

UNLESS STIPULATED TO THE CONTRARY, the following items are to be performed and paid for by others or as an extra to our contract.

- 1) Unless otherwise stated, any layout, instrumentation, monitoring, testing, job site inspection services, structural engineering or supporting of adjacent structures is excluded.
- 2) This proposal is based upon the job site working area which must have firm, dry, level access and have suitable clearance for our equipment and trucks so they may be moved readily on, around, and off the job site under their own power. If using floating equipment to access the work area, adequate depth must be present directly in the area of work to safely operate.
- 3) All existing utilities (above and below grade) which may affect the work included in this proposal are to be exposed, removed and/or relocated. Adjacent utilities that are to remain in place shall be clearly marked and reviewed with a Lakes and Rivers representative prior to the commencement of work. Lakes & Rivers will not accept liability for damage to structures, landscaping, utilities, drains, septic systems, wells, etc. and/or any consequential damages that may result from the normal prosecution of the work.
- 4) This quotation is based on performing our work in one continuous uninterrupted operation with only one move on and off the job site. Any delay, hindrance or obstacle, such as out of sequence moves, lack of site preparation, etc., which delay our operation will be charged for as extra work.
- 5) Unless otherwise stated, this proposal includes no removal of subsurface obstructions, clearing or grubbing, dewatering, final grading or site restoration.
- 6) All pedestrian and vehicular traffic control to be provided by others.
- 7) Lakes & Rivers will have no responsibility for claims and/or damages as a result of the delays due to obstructions, weather, strikes, energy related shortages or any causes beyond our control.
- 8) Lakes & Rivers will not be responsible for any permits. Owners must apply for and have all permits.
- 9) In the event that materials categorized as special or hazardous are encountered, Lakes & Rivers will immediately stop work in the affected area and report the condition to the Owner. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless Lakes and Rivers, their agents, consultants, and employees from and against all claims, damages, losses and expenses including but not limited to attorney fees arising out of or resulting from performance of the work in the affected area.
- 10) Unless otherwise stated, this proposal is valid for a period of thirty (30) days from the date of the proposal. A contract acceptable to Lakes & Rivers Contracting must be received within the thirty day time frame as acceptance of the proposal.
- 11) All specifications, drawings, price and technical data submitted by Lakes & Rivers are to be treated as confidential and shall not be used for any purpose other than the evaluation of this bid, nor shall such information be disclosed to any third party for any purpose without the express written consent of Lakes & Rivers. Such information shall remain Lakes & Rivers' property and shall be returned to Lakes & Rivers.
- 12) Unless otherwise noted, this proposal is based upon a standard forty hour week with current wage rates at the time of the proposal. If due to project schedule, the wage rates increase, these costs will be in addition to the proposal price.
- 13) Progress payments will be submitted monthly and shall be payable within 30 days of the invoice date. All other amounts, including retention, will be paid within 45 days of substantial completion of Lakes & Rivers Work, regardless of the project completion date. Mobilization charges and material costs will be invoiced upon arrival at site with payment due thirty (30) days after date of invoice. Unpaid invoices will be subject to finance charges of 1.5% of the unpaid balance per month which is 18% per annum.

In the event of any proceedings to collect any amounts of money due from Owner, the Owner shall pay all costs and expenses of every kind for collections, including court costs, legal and attorney's fees.
- 14) Unless otherwise stated, tax and performance & payment bonds have been excluded from this proposal.
- 15) Extra work to be charged per IDOT Standard Specifications for Road and Bridge Construction Article 109.04



TRAINFO

Proposal Title

TRAINFO Mobility

Submitted To

Village of Franklin Park, IL

Submission Date

April 2, 2024

Submission By

TRAINFO Corp.
1465 Buffalo Place
Winnipeg MB – R3T 1L8
Ph. 1-888-572-7746

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CONFIDENTIALITY STATEMENT

This proposal contains information that is proprietary to, and is the property of, TRAINFO Corporation and/or its subcontractors. This proposal and its contents are confidential and shall not be transferred or communicated to any third parties without the prior written consent of TRAINFO Corporation.

INTRODUCTION

This document summarizes the proposed approach The Village of Franklin Park to deploy the TRAINFO system. Upon acceptance of the proposal, it will serve as the general terms for the TRAINFO deployment between The Village of Franklin Park and TRAINFO.

BACKGROUND & NEED

More than 149 trains interact with the 25th Ave and Belmont Ave crossings every day. At an average duration of 4-minutes per-train event and 24,550 vehicle interactions with the crossing per-day, more than 4,000 vehicles are impacted per-day, resulting in more than 145 hours of vehicle delay.



Figure 1: Grade Crossing Impact – 25th and Belmont Ave Crossings

To address the rail crossing issues at the 25th Ave and Belmont Ave crossings, the Village is considering deploying the TRAINFO system. TRAINFO has demonstrated the ability to reduce traffic congestion by as much as 30% surrounding rail crossings, vehicle interactions with the active crossing by roughly 20% and first responder delays at crossings by nearly 90%. The deployment in the Village of Franklin Park is being considered with the following objectives:

1. Decrease vehicle delay at the 25th Ave crossing
2. Evaluate TRAINFO to provide solutions at additional crossings
3. Reduce 911 Emergency Responder delays caused by blocked rail crossings

PROPOSED SOLUTION

To support the objectives of the Village of Franklin Park, TRAINFO is proposing its *Crossing Prediction* solution. Figure 2 shows the equipment locations for the solution, while Table 1 details the information being produced for each crossing. While the solution will primarily focus on pushing rail crossing data to flashing beacons and through the villages Waze Connected Citizen connection (TRAINFO will help set this up), the license being provided will allow the City to share the data with any agency within the county through TRAINFO's portal, or through integration into adjacent systems using TRAINFO's API.



Figure 2: Solution option for the Village of Franklin Park

Table 1: Description of the information uses

Crossing	Information	Integrations	Notes
Ruby St	Crossing Prediction	Flashing Beacons, Waze, First Arriving	<p>The prediction lead time for continuous train movements from the southeast is expected to be less than 1-minute.</p> <p>No lead time for continuous train movements will be produced from the northwest.</p> <p>The proximity of the nearby railyard increases the risk on non-continuous train movements; these movements will not be predicted but will be identified.</p>
25 th Ave	Crossing Prediction	Flashing Beacons, Waze, First Arriving	<p>The prediction lead time for continuous train movements from the northwest is expected to be less than 1-minute.</p> <p>The prediction lead time for continuous train movements from the southeast is expected to be less than a min.</p> <p>The proximity of the nearby railyard increases the risk on non-continuous train movements; these movements will not be predicted but will be identified.</p>
Edgington St	Crossing Prediction	Flashing Beacons, Waze, First Arriving	<p>The prediction lead time for continuous train movements from the northwest is expected to be less than 1-minute.</p> <p>No lead time for continuous train movements will be produced from the southeast.</p> <p>The proximity of the nearby railyard increases the risk on non-continuous train movements; these movements will not be predicted but will be identified.</p>

DELIVERABLES

To provide the solution details in Figure 2, TRAINFO will supply the deliverables detailed in Table 2.

Table 2: TRAINFO Deliverables

Item	Description	Quantity
TRAINFO Sensor w/ Camera Module	TRAINFO sensor to collect rail crossing activity data. Camera module to capture crossing activation when the crossing warning system has a quiet order (See Figure 2 for locations).	3 Sensors
Flashing Beacon - Direct Power	OPT-MISC B-Flasher AC 1 X Beacon 1 X Control box (modem, converter) Placard provided by others	3 Beacons
Data Plans	Data plans for sensors	3 plans
Project Field Support	3-day in field-support by TRAINFO Customer Support Engineer to support customer install crews technical guidance.	3 Days
Tier 3 County License*	The <i>Tier 2 County License</i> - Minimum 2 TRAINFO Sensors and maximum of 5 TRAINFO Sensors - Includes DMS, 911 and Waze integration. Allows Village of Franklin Park to produce information for the specified licensed crossings detailed in Table 1. The license will allow the city to share the produced data with any agency within the county.	1-years

*License tiers can be seen in the Appendix A of this document

PROJECT AND FEE SCHEDULE

TRAINFO will deliver the proposed project following the schedule detailed in Table 3. Table 4 details the fee schedule required to deliver the project.

Table 3: Deployment Schedule

Task	Description	Owner	Start Week	Duration (weeks)*
1	Contract Initiated	Village of Franklin Park	0	0
2	Kick-off Meeting	Village of Franklin Park and TRAINFO	1	1
3	Technical Install Meeting	Village of Franklin Park and TRAINFO	2	1
4	Deliver Hardware -TRAINFO Sensor	TRAINFO	1	3
5	Deliver Hardware -Beacons	TRAINFO	2	8
6	Install Hardware***	Village of Franklin Park	11	1
7	System Calibration	TRAINFO	12	5
8	License Activated	TRAINFO	17	1
9	Transition to Account Management	Village of Franklin Park and TRAINFO	17	1
10	Quarterly Review	Village of Franklin Park and TRAINFO	30**	1
11	License Renewal	Village of Franklin Park	69	1

*Duration to be determined by Task Owner

**Will happen every quarter while the customer has an active license

***TRAINFO customer support engineer will be onsite for 3 days.

Table 4: Fee and Payment Schedule

Milestone	Description	Amount Due	Weeks After Contract
1	Hardware Delivered – TRAINFO Sensors	\$30,300	6
2	Hardware Delivered – Flashing Beacons	\$26,100	10
3	Equipment Installed	\$7,500	12
4	License Activated	\$19,800	18
5	License Renewal*	\$19,800	69

*Not part of the proposed scope of work. For future invoice reference. Future discount is conditional on City of Chicago moving to a County license.

Train Detection Sensor – this is TRAINFO’s proprietary device that is installed next to rail crossings to determine when the crossing is blocked.

TRAINFO City/County License – an annual subscription for all departments within an agency to use TRAINFO’s in accordance with the integrations purchased. The licensed has a tiered cost structure dependant on the number of TRAINFO sensors being deployed; the tiers are as follows:

Tier	Min # of Sensors	Max # of Sensors	Annual Cost
1	1	1	\$10,000
2	2	5	\$18,000
3	6	10	\$26,000
4	11	15	\$34,000
5	16	20	\$42,000
6	21	Unlimited	\$50,000

Travel Time Data – data sets that show the travel-time between a predefined origin and destination at a per-vehicles trip level.

APPENDIX B: SERVICE LEVEL AGREEMENT

Agreement Overview

This Agreement outlines the parameters of all services covered as they are mutually understood by the stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

This Agreement remains valid until superseded by a revised agreement mutually endorsed by the stakeholders, or until the customer no longer holds a valid TRAINFO license.

Objective & Goals

The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of information.

The goals of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise, and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Periodic Review

This Agreement is valid from the contract execution date and is valid while the customer has an active TRAINFO license. This Agreement should be reviewed at a minimum once per year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

The TRAINFO Account Manager ("Document Owner") is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Service Agreement

The following detailed service parameters are the responsibility of the Service Provider in the ongoing support of this Agreement.

Service Scope

The following describes the services provided for each product category TRAINFO Corp. provides. Please note, some services may be limited if the customers have opted out of any standard service item. Any items the customer has opted out of are noted in the *Deliverables* section of this proposal. In addition, service is limited to the following items and does not include third-party components sourced for the customer (i.e., Bluetooth sensors and DMS boards):

- TRAINFO Sensors
- TRAINFO County License
- TRAINFO software integrations

TRAINFO County License

License for use of the TRAINFO System to process sensor (train detection and Bluetooth) data to produce the following predictions:

- Predicted arrival time of a blockage at a crossing
- Predicted duration of a blockage at a crossing
- Predicted impact of blockages to traffic

Information produced is dependant on the availability of data to produce the information as dictated by the sensors installed and/or data provided by the Customer.

In addition, the license includes:

- Access to the TRAINFO data portal to review all data analysis.
- System configuration and remote deployment support for local installation.
- Cloud hosting of data for local installation (GovCloud (US-West) Region and backup running in GovCloud (US-East) Region).
- Implementation of sensor and server software version updates.
- Access to all API's and integrations developed by TRAINFO, as noted in the Deliverables section of the proposal.
- The ability to cost share a license between any agency within a geographical county at no additional cost so long as any additional crossings don't exceed the license tier detailed in the Deliverables section of this proposal.

Customer Requirements

Customer responsibilities and/or requirements in support of this Agreement include:

- Payment for all support costs at the agreed interval
- Allow TRAINFO the use of customer corporate logos in TRAINFO content (i.e., press releases, websites, and case studies) for the purpose of announcing contracts, presenting benefits of the TRAINFO solution and other like cases.
- Provision of necessary traffic count data
- Reasonable availability of customer representative(s) when resolving a service-related incident or request.
- Provision of Tier 1 support. Tier 1 support is defined as the local support of all physical system equipment. Support items include, but are not limited to the following:
 - Installing equipment
 - Providing onsite support to troubleshoot hardware issues with a remote TRAINFO Tier 2 support representative.
 - Replacing equipment when necessary

TRAINFO Requirements

TRAINFO's responsibilities and/or requirements in support of this Agreement include:

- Meet response times associated with service-related incidents.
- Provide appropriate notification to Customer for all scheduled maintenance. Appropriate notification is detailed in Table 4.
- Remote management and monitoring of the TRAINFO system (i.e., sensors and servers)
- Monitor and approve machine learning generated profiles
- System configuration and remote deployment support for local installation
- Provide Tier 2 support. Tier 2 support is defined as the remote support and response to all incidents causing service disruptions and degradation. Tier 2 support consists of remotely resolving incidents and coordinating Tier 1 support to resolve Incidents.

Change Management

TRAINFO Corp will implement system changes as required to ensure the provision of service for the duration of the engagement with the Customer. System changes are those items that require updates to the system infrastructure as a result of identified system Problems, definition of new requirements, and necessary maintenance. A description of the category of changes to expect as well as the associated scheduling and communication are outlined within Table 4.

Table 4: Description, Scheduling, and Communication of Expected Change Categories

	Description	Schedule	Communication
Regular Change	Regular system upgrades and maintenance (i.e., patch updates to sensors and server).	Friday evenings through to Saturday mornings from 11:00pm to 5:00am CDT/CST.	48 hours in advance of change.
Coordinated Change	Changes that require Tier 1 support.	Coordinated with the Customer.	2 weeks in advance of change.
Emergency Changes	Emergency Changes to resolve imminent system failures.	Implemented at TRAINFO's discretion.	Communicated to the Customer upon completion.

Service Management

Effective support of in-scope services is a result of maintaining consistent service levels. The following sections provide relevant details on service availability and service response times.

Service Availability

Service availability identifies those periods where TRAINFO support is available to provide service. Table 5 describes the availability periods and the means to contact support.

Table 5: Service Availability Details

Service Availability	Telephone Support	Email Support
Monday to Friday (does not include Canadian holidays) 8:00am CDT/CST – 6:00pm CDT/CST	1-888-572-7746 ext. 1	support@trainfo.ca

Service Response Times

TRAINFO's service response times outline targets TRAINFO strives to achieve in terms of its response times to the reporting of Incident from customers and the submission of their requests. Incidents are identified as unexpected events causing degradation or disruption to service. Requests inquiries for non-failure related items, i.e., training requests, addition of new users to the data portal, and so on, Table 6 outlines TRAINFO's service response times.

Table 6: Service Response Times by Priority

Priority	Response Time (During Service Availability Periods)	Definition
High	Less than 8 Hours*	Incidents that are causing disruption to services. Incidents that are causing degradation to services. Service requests.
Medium	Less than 48 Hours**	
Low	Less than 4 Days**	

*During service availability hours
**Business days occurring during service availability hours

Service Targets and Reporting

TRAINFO's service targets and the reporting of its performance against those targets is done to ensure customer needs are being met. Performance reporting is conducted on an annual basis during the SLA annual review. TRAINFO's service targets and penalties associated to not achieving those targets are outlined in Table 7.

Table 7: Service Performance Targets and Associated Penalties

Support Type	Priority	Performance Target	Penalties
Incidents	High	Respond to all support inquiries within noted response time 95% of the time for no less than 10 months of the year.	10% discount on annual license fee or future software purchases.
	Medium	Respond to all support inquiries within noted response time 90% of the time for no less than 10 months of the year.	5% discount on annual license fee or future software purchases.
Requests	Low	Respond to all support inquiries within noted response time 90% of the time for no less than 10 months of the year.	5% discount on annual license fee or future software purchases.

APPENDIX D: PRICE SUMMARY



Franklin Park, IL

Village of Franklin Park IL

9500 Belmont Avenue, VILLAGE OF FRANKLIN PARK
Franklin Park | United States
60131

Barrett Pedersen

bpedersen@voftp.com
(847) 671-8236

Tom McCabe

tmccabe@voftp.com
847-898-7240 (Smith LaSalle)

Reference: 20240404-084929859

Quote created: April 4, 2024

Quote expires: July 3, 2024

Total \$83,700.00

TRAINFO

1465 Buffalo P

Winnipeg, Manitoba R3T 1L8
Canada

Prepared by: Neil Ternowetsky

Chief Technology Officer
neil.ternowetsky@trainfo.ca

PRODUCTS & SERVICES	QUANTITY	PRICE
TRAINFO Sensor-Base	3	\$23,700.00
TRAINFO Camera Module	3	\$6,000.00
Flashing Beacon - Direct Power	3	\$24,000.00
Project Field Support - 3 day	1	\$7,500.00
Data Plans	3	\$1,800.00 / year
County License - Tier 2 (2-5 sensors)	1	\$18,000.00 / year
Shipping	3	\$600.00
Shipping - Ver-Mac	3	\$2,100.00
SUMMARY		
Annual subtotal		\$19,800.00
One-time subtotal		\$63,900.00
	Total	\$83,700.00
Comments		
Purchase terms		

FRANKLIN PARK TRAINFO - TS



ELECTRIC COMPANY

2830 COMMERCE STREET,
FRANKLIN PARK, ILLINOIS 60131-2927
OFFICE PHONE: (708) 453-2222 / FACSIMILE: (708) 453-2851.

H&H JOB #: N/A
 IDOT ITEM #: N/A
 DBE %: 0.00%
 ADDENDUM: N/A

LOCATION / DESCRIPTION: VILLAGE OF FRANKLIN PARK - FRANKLIN PARK RAILROAD CROSSING - INSTALL TRAINFO SENSOR EQUIPMENT THROUGHOUT THE VILLAGE.

CONTRACT #: N/A
 COUNTY: COOK
 SECTION #: N/A
 ROUTE: VARIOUS
 DATE: Monday, February 19, 2024
 BID AS: GENERAL ELECTRICAL CONTRACTOR
 BID DUE DATE: N/A
 BID DUE TIME: N/A
 BID LOCATION: EMAIL TO TOM MCCABE
 DUE TO OWNER (DATE): N/A
 DUE TO OWNER (TIME): N/A
 COMPLETION: TO BE DETERMINED

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
1) ADDISON ST & 25TH AVE.	INSTALL ONLY - TRAINFO EQUIPMENT ONTO THE EXISTING STREET LIGHT POLE ASSEMBLY.	L SUM	1.000	2,242.02	2,242.02
2) 25TH AVE. & BELMONT AVE.	INSTALL ONLY - TRAINFO EQUIPMENT ONTO THE EXISTING STREET LIGHT POLE ASSEMBLY.	L SUM	1.000	3,336.56	3,336.56

FRANKLIN PARK TRAINFO - TS

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
3)	ON GRAND AVE. EAST OF 25TH AVE. FURNISH AND INSTALL (1) GALVANIZED STEEL HELIX FOUNDATION, (1) 20 FT ROUND ALUMINUM POLE WITH ABASE, (1) 12" X 12" QUAZITE HANDHOLE. INSTALL ONLY TRAINFO EQUIPMENT ONTO POLE. SPLICE OUT POWER FROM REDSPEED CAMERA. NOTE: H&H WILL NEED TO BREAKOUT 5'X10' CONCRETE. NO RESTORATION IS INCLUDED.	L SUM	1.000	10,697.00	10,697.00
4)	ON 25TH AVE. SOUTH OF GRAND AVE. FURNISH AND INSTALL (1) GALVANIZED STEEL HELIX FOUNDATION, (1) 20 FT ROUND ALUMINUM POLE WITH ABASE, (1) 12" X 12" QUAZITE HANDHOLE. SPLICE OUT POWER FROM REDSPEED CAMERA. NOTE: H&H WILL NEED TO BREAKOUT 5'X5' CONCRETE. NO RESTORATION IS INCLUDED.	L SUM	1.000	9,237.61	9,237.61
5)	RUBY ST. NORTH OF FRANKLIN AVE. FURNISH AND INSTALL (1) GALVANIZED STEEL HELIX FOUNDATION AND (1) 20 FT ALUMINUM POLE WITH ABASE. DRILL EXISTING HEAVY DUTY HANDHOLE. DIRECTIONAL BORE APPROXIMATELY (400') OF 1.00" UNIT DUCT WITH 3-1/4" AWG XLP-USE2, COPPER STRANDED CABLES FROM THE NEW POST TO THE TRAFFIC SIGNAL CABINET. FURNISH AND INSTALL (1) 30 AMP BREAKER IN THE TRAFFIC SIGNAL CABINET. H&H WILL NEED TO FURNISH AND INSTALL (30') OF 2" RIGID GALVANIZED STEEL CONDUIT UNDER THE ROADWAY. INSTALL TRAINFO MATERIAL ON POST AND SPLICE POLE. NO RESTORATION IS INCLUDED.	L SUM	1.000	13,403.11	13,403.11
TOTALS					38,916.30
NOTES:					
1	THIS PROPOSAL IS BASED ON NORMAL WORKING HOURS.				
NOT INCLUDED IN THIS PROPOSAL:					
1	ALL FINAL LANDSCAPE RESTORATION. ANY EXCEPTIONS ARE NOTED ABOVE.				
2	SPECIAL INSURANCE, FEES, OR PERMITS OF ANY TYPE.				
3	BONDS, ALTHOUGH WE ARE BONDABLE.				

FRANKLIN PARK TRAINFO - TS

ITEM NUMBER	PAY ITEM DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL PRICE
4	NO WORK WILL BE DONE OTHER THAN THE ITEMS ON OUR BID WITHOUT WRITTEN APPROVAL.				
5	PROJECT LAYOUT INCLUDING GRADES AND ELEVATIONS.				
6	ANY AND ALL COSTS CONTRIBUTABLE TO TESTING, DOCUMENTATION, REMOVAL AND/OR DISPOSAL OF ANY SPOILS,				
7	ANY MAJOR SUBSURFACE OBSTACLES ENCOUNTERED WHICH CAUSES A DECREASE IN OUR PRODUCTION SHALL BE COMPENSATED AT TIME & MATERIAL RATES.				
8	HARD SURFACE REMOVAL & REPLACEMENT.				
9	ROCK EXCAVATION.				
10	PROPOSAL VALID FOR 60 DAYS.				

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Trainfo Project Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide coordination services for the Trainfo software and physical improvements for the anticipated improvements in Franklin Park

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Review and Coordination:

Meet with the consultant to review progress of the project. Act as the liaison between the Village, the Consultant, and contractor during the construction of the services. Once the improvements are installed, coordinate with the Village IT Director to ensure that the system is compatible with the Village system. This would include reviewing conceptual plans, invoices, reimbursements, scheduling and reporting to the Village on a regular basis. This project is anticipated to last six months.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....**\$20,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 6 months. Our fees and costs are valid for 90 days after execution of the contract.

EXHIBIT A

III. Assumptions and Work Responsibilities:

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.

A handwritten signature in black ink, appearing to read "Tom McCabe", written in a cursive style.

Thomas McCabe, P.E.
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Proposed Underpass Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide coordination services for Phase 1 (Preliminary Engineering) for the anticipated vehicular underpass in Franklin Park

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Review and Coordination:

Assist in the selection of a Consultant Engineering Firm to complete a Phase 1 Engineering Study for the proposed underpass. After selection, act as the liaison between the Village, The Federal Rail Administration (FRA), the Consultant, and the grant administrator. This would include reviewing conceptual plans, invoices, reimbursements, scheduling and reporting to the Village on a regular basis. This project is anticipated to last two years.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....**\$50,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 2 years. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

EXHIBIT A

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

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Regards

SMITH LASALLE, INC.

A handwritten signature in black ink, appearing to read "Tom McCabe". The signature is fluid and cursive, with a large initial "T" and "M".

Thomas McCabe, P.E.
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Rear-Yard Drainage Sites

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services and construction related services for the installation of rear-yard drainage improvements in various locations in the Village.

I. Proposed Scope of Services:

Task 1 – Design:

Prepare plans and specifications for the various project sites, bid out the work, select the most qualified contractor, administer the contract, and act as the Village's liaison with the contractor, provide engineering design services and Construction Services during construction of the project.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges
- Surveying Services

EXHIBIT A

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....\$15,000.00

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 60 working days. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

The following are assumptions and Work responsibilities by others:

- Traffic control, safety, and lane closures (Provided by Contractor)
- Directing the work effort shall be the sole responsibility of the Contractor

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.



Thomas McCabe. P.E.
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Front Street and Carnation Project Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide coordination services for Phase 1 and Phase 2 (Preliminary and Final Engineering) for the anticipated intersection improvements in Franklin Park

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Review and Coordination:

Meet with the selected consultant on a monthly basis to review progress of the project. Act as the liaison between the Village, the Consultant, and property owners along the project path. This would include reviewing conceptual plans, invoices, reimbursements, scheduling and reporting to the Village on a regular basis. This project is anticipated to last one year.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....**\$30,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 1 year. Our fees and costs are valid for 90 days after execution of the contract.

EXHIBIT A

III. Assumptions and Work Responsibilities:

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.

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Thomas McCabe, P.E.
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner
Subject: Wolf and Addison Project Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide coordination services for Phase 1 (Preliminary Engineering) for the anticipated intersection improvements in Franklin Park

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Review and Coordination:

Assist in the selection of a Consultant Engineering Firm to complete a Phase 1 Engineering Study for the proposed intersection design. After selection, act as the liaison between the Village, The Illinois Department of Transportation (IDOT), the Consultant, and the grant administrator. This would include reviewing conceptual plans, invoices, reimbursements, scheduling and reporting to the Village on a regular basis. This project is anticipated to last one year.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....**\$15,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 1 year. Our fees and costs are valid for 90 days after execution of the contract.

EXHIBIT A

III. Assumptions and Work Responsibilities:

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.

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Thomas McCabe, P.E.
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Grand and George Traffic Signal Project Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide coordination services for Phase 1 and Phase 2 (Preliminary Engineering) for the anticipated traffic signal in Franklin Park

I. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Review and Coordination:

Assist in the selection of a Consultant Engineering Firm to complete a Phase 1 and Phase 2 Engineering Study for the proposed traffic signal. After selection, act as the liaison between the Village, The Federal Highway Administration (FHWA), the Consultant, and the grant administrator. This would include reviewing conceptual plans, invoices, reimbursements, scheduling and reporting to the Village on a regular basis. This project is anticipated to last two years.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....\$20,000.00

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 2 years. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

EXHIBIT A

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.

A handwritten signature in black ink, appearing to read "Tom McCabe", written in a cursive style.

Thomas McCabe, P.E.
Vice President/ Operations

April 25, 2024

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Attention: Joseph Thomas, Utilities Commissioner

Subject: Schiller Blvd. Roadway and Utility Improvements Project, Phase 2

Mr. Thomas

Smith LaSalle, Inc. is pleased to submit the following proposal and scope for the construction related services for the Village of Franklin Parks, Schiller Blvd. Roadway and Utility Improvement Project. The project involves roadway and utility improvements on Schiller Blvd. from Scott Street to 25th Street. The improvements generally include the abandonment of the existing 6" dia. watermain, and replacement with a new 8" D.I. watermain. Additional watermain related improvements will include replacement of all fire hydrants along the proposed route, valves and vaults, and services. Both the water and sewer services will be replaced from the mainline connection to the R.O.W. boundary. Intersection drainage structures in disrepair will be replaced along with the sewer piping leads. Roadway improvements include removal and replacement of the asphalt paving and base, which will be cement stabilized. Curb, sidewalk, and drive aprons will also be completely removed and replaced.

It is our understanding that Smith LaSalle will provide the following services:

I. Construction Related Services for Schiller Blvd. Roadway and Utility Improvements:

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions
- Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff

Construction Project Management:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests submitted by the Contractor, review of changes of project scope requiring additional work by the contractor, review of claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.
- Monitor performance of construction.

Construction Observation:

- Perform full time onsite construction observation to monitor adherence to project performance specifications.
- Prepare and distribute Resident/Business Construction Notices
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- Provide Material Quality Assurance testing (Subconsultant)
- Smith LaSalle's fees & schedule is based on completion of the project within 30 working days.
- Prepare As-Built drawings to be delivered to the Village of Franklin Park

Reimbursable Expenses:

- Materials Testing (Subconsultant)
- IEPA 662 Form (Subconsultant)
- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Estimated Costs for Construction Related Services Listed under Item I –
Time and Materials - Not to Exceed.....\$40,000.00.00

The statement of work may be changed by submitting changes to us in writing. If the Village of Franklin Park requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to supporting the Village on this project. If you have any questions, please call me at 312 515-1000.

Regards
SMITH LASALLE, INC.



Thomas McCabe, P.E.
Village Engineer

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between VILLAGE OF FRANKLIN PARK (“CLIENT”) and SMITH LASALLE, INC. (“SMITH LASALLE” OR “ENGINEER”), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe
Printed Name

Printed Name

Vice President Operations
Title

Title

April 25, 2024
Date

Date

1. **Standard of Care** - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill

ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement; such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE

shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

EXHIBIT "A"

April 25, 2024

Mr. Joe Thomas
Utilities Commissioner
The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Subject: Franklin Avenue Reconstruction
IDOT Section # 17-00083-01-BR
IDOT Section # 17-00083-00-PV
SL project # 633.25

Dear Mr. Thomas:

Smith LaSalle, Inc. is pleased to submit the following proposal to provide professional Program Management services for the above referenced project. This proposal is a continuation of the preceding proposal from 2021 through 2023. The project has been delayed due to ComEd utility relocations and legal process necessary to obtain certain properties.

I. Project Description:

Franklin Avenue is a minor arterial roadway running in a NW-SE alignment in the Village of Franklin Park in Cook County. The proposed improvement is approximately 1.6 miles of roadway from east of Acorn Lane on the west end of the project, to a point under the Mannheim Bridge over Franklin Avenue (see attached project location map). This section of the road is considered part of the O'Hare Industrial Corridor according to a CMAP report that was published in March 2015 and provides access to Canadian Pacific (CP) Railway's Intermodal Facility and major industrial areas. The overall anticipated project cost from preliminary engineering to construction is approximately \$37.82 million. This project will be funded using federal and state funds such as FHWA MAP-21 Surface Transportation-Urban (STU), the Illinois State Toll Highway Authority, Cook County Department of Transportation's Initiative of "Connecting Cook County" grant program, Cook County Development Block Grant, state funds such as Motor Fuel Tax (MFT), Illinois Competitive Freight Program, the Village of Franklin Park, and other sources.

The construction project is broken down into three stages, the first construction stage which is identified as the "Advanced Contract" was completed in 2021. The second and third construction stages which are the improvements identified as Franklin Avenue, Williams Drive, Belmont Avenue and the intersection of Belmont and Mannheim. The summary of major construction tasks for each of the construction stages are as follows:

II. Proposed Scope of Services:

Smith LaSalle will provide Franklin Avenue Program Management support for the Village of Franklin Park to include the following tasks: coordinating the acquisition of Rights of Way, Design Coordination, Coordination with CP Railroad, and administering Village tasks for the Overall Contract construction. Performance for the listed tasks will occur 2021 through 2025 calendar years with the following major engineering tasks as described herein:

1. Overall Project Management & Construction Monitoring

- a. Provide overall Village project management
- b. Act as the project liaison for the Village
- c. Prepare progress reports monthly for Village Board and staff
- d. Provide liaison with Christopher B Burke Engineering Ltd (CBBEL) who will be the designated resident engineer during construction
- e. Provide construction monitoring during the Advanced contract and Main contract.
- f. Coordinate/address resident/business inquiries or concerns with the Streets and Utilities Departments
- g. Attend all required meetings such as preconstruction meeting, bi-weekly progress meetings and other meetings as needed
- h. Assist the Village in seeking possible additional funding sources such as Motor Fuel Tax & Rebuild America Program to be used in lieu of Village funds

2. Illinois Department of Transportation Coordination

- a. Review and submit invoices from Christopher B. Burke Engineering Ltd (CBBEL) for payment reimbursement requests
- b. Prepare and submit required Village/IDOT project documents
- c. Assistance for the project close-out with IDOT and stakeholders
- d. Assistance for Audit with information requests related to the project, as needed
- e. Attend meetings related to the project

3. Village of Franklin Park Coordination

- a. Monitor the construction progress and update the Utilities Commissioners and Supervisors on a weekly basis
- b. Coordinate with the Utilities Commissioner to address resident and business concerns regarding the project
- c. Provide construction inspection, as required, for the proposed water main relocation as shown on the final engineering plans prepared by EXP.
- d. Coordinate the Maintenance of Traffic with the Village Streets Department and the Resident Engineer
- e. Perform other duties as directed by the Utilities Commissioner
- f. Attend meetings, as needed
- g. Review IDOT invoices for village payment of the local matching fund which is 20% of the construction cost

III. Schedule:

Duration of this project will encompass five years and it is anticipated that the project will start in March 2021 with full completion in December 2025. Should there be any significant delay, Village staff and officials will be notified in writing or verbally in good faith.

IV. Proposed Costs for Services:

Our fees are on a time and material basis with not exceed a cost of \$360,000.00.

V. Items Excluded from Proposed Services:

Following are a list of items that are **not** included in the proposed scope of services of Smith LaSalle, Inc.:

- Site safety plan or coordination of safety activities
- Additional insurance not presently carried by Smith LaSalle, Inc.
- General Contractor's pay request – this will be CBBEL's responsibility to review and submit to IDOT
- Construction documentation & quality assurance/control
- Material testing
- As-built record drawings
- Construction layout
- Maintenance of traffic during construction

VI. Items Required to Initiate Smith LaSalle Services:

Following is a list of items requested by Smith LaSalle, Inc. to begin work on the project:

- Village Board approval and upon receipt of the Notice To Proceed from the Village Utilities Commissioner

If the Village of Franklin Park requires additional services from Smith LaSalle not included in this proposal, we will provide additional labor rates and a fee schedule at your request.

We look forward to working with and supporting the Village of Franklin Park on this project. If you have any questions, please contact me directly.

Sincerely,



Thomas McCabe, P.E.
Village Engineer

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between the VILLAGE OF FRANKLIN PARK ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT


Signature

Signature

Thomas J. McCabe
Printed Name

Printed Name

Vice President Operations
Title

Title

04/25/2024
Date

Date

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

1. Standard of Care - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for negligence, bodily injury, death or property damage which may arise out of the

performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: MFT Review and Coordination

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services, exhibit preparation, and construction related services for the Review and Coordination of the MFT Funds

I. Proposed Scope of Services:

Task 1 – Review and Coordination: Mark Weber of SMITH LASALLE will serve as the Project Manager and will direct the following tasks:

Act as the Village's MFT manager conforming with IDOT requirements and policies. Work includes overall supervision of General Maintenance (GM) and Construction projects (CP) on a weekly-part time basis or as needed, project coordination meetings with IDOT D1 in Schaumburg, assist Comptroller department in MFT project documentation and audit. Act as a MFT record keeper on behalf of the village. The MFT services provided by Smith LaSalle does not include GM and Construction project needing a competitive bidding, therefore not included in this service are the bidding assistance and construction inspections.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

EXHIBIT A

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....**\$11,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 60 working days. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

The following are assumptions and Work responsibilities by others:

- Traffic control, safety, and lane closures (Provided by Contractor)
- Directing the work effort shall be the sole responsibility of the Contractor

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.



Thomas McCabe, P.E.
Vice President/ Operations

EXHIBIT A

April 25, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: Washington Street - Green Infrastructure

Mr. Thomas:

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide contract document preparation and bidding assistance for work in the Washington Street Right of Way for the Green Infrastructure project located at along Washington Street north of Belmont Avenue.

I. Project Description:

The project involves construction of rain gardens with storm sewer and plantings at the roadway intersections along Pacific Avenue. SMITH LASALLE will prepare bidding documents for the installation of these facilities using the 'Final Engineering Plans for the Pacific Avenue Green Infrastructure Project,' prepared by SMITH LASALLE. Services will also include project administration, bidding, and miscellaneous reimbursable expenses.

II. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Contract Document Preparation: SMITH LASALLE will prepare plans and specifications for the Grand Avenue work required by IDOT. A construction cost estimate will be prepared to be reviewed by Village staff. SMITH LASALLE will provide the following services:

- Prepare and submit plans and specifications to the MWRD
- Submit permits required by the MWRD
- Permit review revisions included in this proposal are capped at 40 hours. Additional time spent on MWRD required revisions will be billed on an hourly basis.

Task 2 – Bidding Assistance: SMITH LASALLE will provide bidding assistance throughout the bidding process and will direct the following tasks:

- Prepare 'Issued for Construction' PDF plans and Specifications for bidding.
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.

EXHIBIT A

- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

Task 3 – Reimbursable Expenses: The following is a list of reimbursable expenses for sub-consultants and expenses incurred by SMITH LASALLE:

- Roadway improvements construction observation
- Construction Staking (subconsultant)
- Materials Testing (subconsultant)
- Plotting and copying

III. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided lump sum fees.
Lump Sum Fees: \$25,000.00

IV. Items Excluded from Proposed Services:

The following is a list of items that are not included in the proposed scope of services of SMITH LASALLE:

- Traffic control and lane closures (Provided by Contractor)
- Directing the work effort of the contractors.
- Additional insurance not presently carried by SMITH LASALLE.

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign below and return one fully executed original to us for our records.

Regards,



Thomas McCabe, PE
SMITH LASALLE, INC.

April 25, 2024

Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Attention: Joseph Thomas, Utilities Commissioner

Subject: Robinson Road Area - Roadway and Utility Improvements

Mr. Thomas

Smith LaSalle, Inc. is pleased to submit the following proposal and scope for the construction related services for the Village of Franklin Parks, Robinson Road Area and Utility Improvement Project. The improvements generally include the abandonment of the existing 6" dia. watermain, and replacement with a new 8" D.I. watermain. Additional watermain related improvements will include replacement of all fire hydrants along the proposed route, valves and vaults, and services. Both the water and sewer services will be replaced from the mainline connection to the R.O.W. boundary. Intersection drainage structures in disrepair will be replaced along with the sewer piping leads. Roadway improvements include removal and replacement of the asphalt paving and base, which will be cement stabilized. Curb, sidewalk, and drive aprons will also be completely removed and replaced.

It is our understanding that Smith LaSalle will provide the following services:

I. Construction Related Services for Robinson Road Roadway and Utility Improvements:

Bidding Services:

- Prepare 'Issued for Construction' PDF Plans and Specifications for Bidding.
- Prepare Public Notification for Advertisement in Local Newspapers
- Place Bidding Documents on the QuestCDN Website and Monitor Bid Process
- Prepare and Issue Addenda for Changes Generated from Contractor's Questions
- Review Bids, Prepare Bid Tabulation, & Provide Award Recommendation to Village Staff

Construction Project Management:

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract and material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests submitted by the Contractor, review of changes of project scope requiring additional work by the contractor, review of claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village.
- Coordinate and attend project meetings, included but not limited to, pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.

Reimbursable Expenses:

- Surveying (Subconsultant)
- Pavement Cores (Subconsultant)
- Plotting, Copying, and Equipment

II. Proposed Costs for Services:

Estimated Costs for Design Related Services Listed under Item I –

Time and Materials - Not to Exceed.....\$80,000.00

The statement of work may be changed by submitting changes to us in writing. If the Village of Franklin Park requires additional services from Smith LaSalle, not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

We look forward to supporting the Village on this project. If you have any questions, please call me at 312 515-1000.

Regards
SMITH LASALLE, INC.



Thomas McCabe, P.E.
Village Engineer

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between VILLAGE OF FRANKLIN PARK ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe

Printed Name

Printed Name

Vice President Operations

Title

Title

April 25, 2024

Date

Date

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

1. Standard of Care - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for

negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

EXHIBIT A

April 25, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: Medill and Belden Roadway Improvements

Mr. Thomas:

The roadway improvements will involve grinding and overlaying of the existing asphalt paving to a depth of 6", bituminous binder and surface replacement of equal thickness, removal and replacement of deteriorated curb & gutter, drive aprons, public sidewalk, carriage walks and trip hazard sidewalk locations. All manholes and drainage structures will be inspected to determine if any repairs are necessary prior to the roadway/curb & gutter improvements. Services will also include project administration, bidding, construction observation and miscellaneous reimbursable expenses.

II. Proposed Scope of Services:

Our proposed scope of services includes the following:

Task 1 – Contract Document: SMITH LASALLE will prepare a set on engineering plans for the grind and overlay of both streets between 17th Street and the eastern alley. A construction cost estimate will be prepared to be reviewed by Village staff.

Task 2 – Bidding Assistance: SMITH LASALLE will provide bidding assistance throughout the bidding process and will direct the following tasks:

- Prepare 'Issued for Construction' PDF plans and Specifications for bidding.
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor the bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.
- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

Task 3 – Reimbursable Expenses: The following is a list of reimbursable expenses for sub-consultants and expenses incurred by SMITH LASALLE:

- IEPA 662 Form Documentation
- Construction Staking
- Materials Testing

EXHIBIT A

- Plotting and copying
- Equipment charges

III. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided lump sum fees for Task's 1 and 2, and Time and Materials, not to exceed fees for Task's 3 and 4.

Lump Sum Fees: **\$40,000.00**

SMITH LASALLE'S fees & schedule are based on completion of the project within 60 calendar days. Our fees and costs are valid for 90 days after execution of the contract.

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign below and return one fully executed original to us for our records.

Regards,
SMITH LASALLE, INC.



Thomas McCabe
Vice President/ Operations

EXHIBIT A

25 April, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joseph Thomas | Utilities Commissioner

Subject: Pavement Preservation

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services to provide design services, consultant coordination, and construction related services for the installation of pavement preservation processing.

I. Proposed Scope of Services:

Task 1 – Review and Coordination:

Prepare a plan and specifications for the project, bid out the work, select the most qualified contractor, administer the contract, and act as the Village's liaison with the contractor, provide engineering design services and Construction Services during construction of the project.

Task 2 – Reimbursable Expenses: The following is a list of project related expenses incurred by SMITH LASALLE:

- Plotting and copying
- Equipment charges

EXHIBIT A

II. Proposed Costs for Services:

For the tasks listed in the Proposed Scope of Services, we have provided a Time and Materials, not to Exceed fee of.....\$10,000.00

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 60 working days. Our fees and costs are valid for 90 days after execution of the contract.

III. Assumptions and Work Responsibilities:

The following are assumptions and Work responsibilities by others:

- Traffic control, safety, and lane closures (Provided by Contractor)
- Directing the work effort shall be the sole responsibility of the Contractor

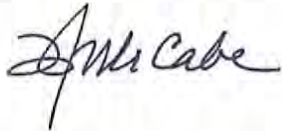
The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign and return one fully executed original to us for our records.

Regards

SMITH LASALLE, INC.



Thomas McCabe, P.E.
Vice President/ Operations

April 25, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: Grand Avenue Improvements

Mr. Thomas

SMITH LASALLE, Inc. is pleased to submit the following revised engineering services proposal to the Village of Franklin Park's, Grand Avenue Improvements project. Scope changes have occurred for various reasons that were not included in the original contract. These scope changes include various roadway geometric revisions and extended permit review by IDOT. This proposal replaces the existing contracts in place.

SMITH LASALLE will provide the following services for design and construction observation for the additional scope of work:

I. Engineering Services for the Proposed Improvements:

Revised scope items:

- Intersection alignment, grading, and utility revisions
- Coordination with traffic and signal consultant
- Remaining fees for traffic and signal consultant (\$50,000)

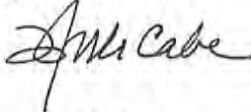
III. Proposed Costs for Services:

Proposed Cost for Services Listed under Item I & II - Time and Materials \$75,000.00

The statement of work may be changed by submitting changes to us in writing. If the Village of Franklin Park requires additional services from SMITH LASALLE not included in this proposal, we will provide additional labor and design rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5818.

Regards,



Thomas McCabe
SMITH LASALLE, INC.

PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.

EXHIBIT A

THIS AGREEMENT dated April 25, 2024 between VILLGE OF FRANKLIN PARK ("CLIENT") and SMITH LASALLE, INC. ("SMITH LASALLE" OR "ENGINEER"), is to perform professional consulting engineering services as outlined in the Proposal (Exhibit A) submitted by SMITH LASALLE.

SCOPE OF SERVICES

Scope of Services to be provided by SMITH LASALLE are as outlined in the proposal (Exhibit A) submitted by SMITH LASALLE and this Professional Services Agreement (Pages 1 & 2).

COMPENSATION

The CLIENT agrees to compensate SMITH LASALLE for services as outlined in (Exhibit A and the PSA). In addition, if the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount (See Article 15).

The CLIENT and SMITH LASALLE have agreed to the terms and conditions of this Agreement (Page 1 and 2),

SMITH LASALLE, INC.

CLIENT

Signature

Signature

Thomas J. McCabe

Printed Name

Printed Name

Vice President Operations

Title

Title

April 7, 2022

Date

Date

**PROFESSIONAL SERVICES AGREEMENT
SMITH LASALLE, INC.**

1. Standard of Care - In providing services under this Agreement, the ENGINEER shall perform the services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar region. The ENGINEER makes no certifications, guarantees or warranties express or implied under this agreement in connection with SMITH LASALLE'S services.

2. Assignment - Neither party to this Agreement shall transfer, sublet or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to subconsultants, normally contemplated by SMITH LASALLE as a generally accepted business practice, shall not be considered an assignment for purposes of this Agreement. There are no other understandings or contracts except as stated in this Professional Services Agreement.

3. Hidden Conditions and Hazardous Materials - SMITH LASALLE shall not be responsible for a structural condition that is hidden if it is concealed by existing finishes or if it cannot be investigated by reasonable visual observation. SMITH LASALLE assumes no responsibility or liability for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials of any form.

4. Reuse of Documents - All documents including calculations, computer files, drawings, and specifications prepared by SMITH LASALLE pursuant to this Agreement are instruments of professional service intended for the one-time use in construction of this Project. They are and shall remain the property of SMITH LASALLE. Any reuse without written approval or adaptation by SMITH LASALLE is prohibited. Any unauthorized use is the sole responsibility of the CLIENT who agrees to indemnify and hold harmless SMITH LASALLE from any and all claims.

5. Information - The CLIENT shall furnish, at their expense, all information, requirements, reports and data required by this Agreement. SMITH LASALLE is entitled to rely upon the accuracy and completeness thereof and will not verify its accuracy. SMITH LASALLE shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENTS consultants and contractors.

6. Opinion of Probable Cost - SMITH LASALLE'S opinion of probable structural construction cost, if rendered as a service under this Agreement, is based on assumed labor costs and approximate quantities of material and equipment, and therefore is of a conditional character. SMITH LASALLE cannot guarantee the cost of work to be performed by others since market or bidding conditions can change at any time and changes in the scope or quality of the Project may affect estimates.

7. Construction Phase Services - If construction phase services are provided, SMITH LASALLE will not supervise, direct, or have control over the Contractor's work. SMITH LASALLE shall not be responsible for the Contractor's means, methods, procedures, techniques, or sequences of construction, nor for safety programs or procedures employed by the Contractor on the job site. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the CLIENTS contract with the General Contractor. In addition, SMITH LASALLE shall not be responsible for the Contractor's failure to carry out work in accordance with the Contract Documents.

8. Services Performed - SMITH LASALLE and the CLIENT agree that the services performed by SMITH LASALLE pursuant to this Agreement are solely for the benefit of the Client and are not intended by either SMITH LASALLE for the CLIENT to benefit any other person or entity. To the extent that any other person or entity, including but not limited to the Contractor and/or any of its Subcontractors and other Design Professionals, is benefited by the services performed by SMITH LASALLE pursuant to this Agreement, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to this Agreement.

9. Force Majeure - SMITH LASALLE shall not be in default, at any tier, because of any failure to perform this Agreement under its terms if the failure arises from causes beyond the control and without the fault or negligence of SMITH LASALLE such as, but not limited to, labor disputes, acts of God, accidents or severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of SMITH LASALLE. "Default" includes failure to make progress in the Work so as to endanger performance.

10. Insurance - SMITH LASALLE shall secure and endeavor to maintain professional liability insurance, commercial general liability insurance, and automobile liability insurance to protect SMITH LASALLE from claims for

negligence, bodily injury, death or property damage which may arise out of the performance of the ENGINEERS'S services under this Agreement. SMITH LASALLE shall also carry Worker's Compensation Insurance. SMITH LASALLE shall, if requested in writing, provide certificates of insurance to the Client.

11. Indemnification - To the fullest extent permitted by law, the ENGINEER and the CLIENT mutually agree to indemnify and hold each other harmless from any damages and losses arising from their own negligent acts, errors or omissions in their performance under this Agreement, to the extent that each party is responsible for such damages and losses on a comparative basis of fault. The Client shall indemnify and hold harmless SMITH LASALLE and all of its personnel, and other design team members, from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising from the presence, discharge, release or escape of asbestos, hazardous waste, or other contaminants at the site. The indemnifications as stated in this section shall apply to the respective officers, members, directors, partners, agents, employees, and subconsultants of SMITH LASALLE and CLIENT.

12. Limitation of Liability - The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of SMITH LASALLE and owners, officers, directors, employees and subconsultants shall not exceed SMITH LASALLE'S total fee in this agreement. The CLIENT agrees this limitation of liability applies to any cause of action.

13. Changes to The Work - Any and all changes to the services to be provided by SMITH LASALLE, which are within the general scope of Exhibit A, shall be in writing and countersigned by SMITH LASALLE and CLIENT before SMITH LASALLE shall be obligated to provide such services. Any adjustment in the compensation to be provided SMITH LASALLE or the schedule of work resulting from such changes shall be set forth in the countersigned document.

14. Mutual Waiver of Consequential Damages - Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the CLIENT nor SMITH LASALLE, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the CLIENT and SMITH LASALLE shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

15. Payment - Invoices for fees and other direct charges and services shall be submitted, at SMITH LASALLE'S option, either upon completion of any phase of service or on a monthly basis. Invoices shall be payable when rendered and shall be considered past due if not paid within 30 days after the invoice date. If the invoice amount is not received within 30 calendar days the CLIENT shall pay the full invoice amount plus an additional 10% of the invoice amount. In the event any portion of an account remains unpaid 45 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. Payments on account will be credited first to any service charge and then to any outstanding balances. In the event that any portion of an account remains unpaid 30 days after billing, SMITH LASALLE may, without waiving any claim or right against the Client, and without liability whatsoever to the CLIENT, suspend or terminate the performance of all services.

16. Termination - If the CLIENT or SMITH LASALLE terminates the agreement, for whatever reason, the CLIENT shall pay all costs to SMITH LASALLE incurred from inception of the agreement to the date of suspension in accordance with the compensation agreed upon in the scope of services provided by SMITH LASALLE.

17. Governing Law - This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws or principles.

18. Dispute Resolution - SMITH LASALLE and the CLIENT agree to negotiate any claim(s) or dispute(s) arising out of or related to the agreement between them in good faith prior to exercising any other provision of this Agreement. If a claim or dispute between SMITH LASALLE and CLIENT cannot be settled within 30 days by good faith SMITH LASALLE and the CLIENT agree to submit it to nonbinding mediation.

EXHIBIT A

April 25, 2024

The Village of Franklin Park
9500 Belmont Avenue
Franklin Park, Illinois 60131

Attention: Joe Thomas | Utilities Commissioner

Subject: Building Demolition Projects - 2024

Mr. Thomas:

SMITH LASALLE, Inc. is pleased to submit the following proposal and scope of services for the demolition of the various buildings located in the Village of Franklin Park. We are assuming three building sites this year.

PROPOSED SCOPE OF SERVICES:

Task 1 – Investigation:

- Field investigation to obtain key utility locations and elevations in the vicinity of the proposed work.
- Coordinate and attend meeting with Village Staff to review the proposed improvements.
- Overall project coordination/management.

Task 2 – Contract Document Preparation: SMITH LASALLE will prepare bid documents for the building demolition and final engineering plans and specifications. A construction cost estimate will be prepared and submitted to Village staff for review.

Task 3 – Underground Storage Tank Removal: If it is known that an underground heating fuel storage tank exists within the building envelope, that is not listed on the Federal Register. The size and exact location of the tank is unknown. SMITH LASALLE will contract with an environmental consulting firm to provide general consulting, field investigation, and file required documents and permits required by the IEPA and Illinois Fire Marshall.

Task 4 – Bidding Assistance: SMITH LASALLE will provide bidding assistance and will direct the following tasks:

- Prepare 'Issued for Construction' PDF plans and Specifications for bidding.
- Prepare public notification for advertisement in local newspapers.
- Place bidding documents on the QuestCDN website and monitor bid process.
- Prepare and issue Addenda for changes generated from contractor's questions.
- Review Shop Drawings and material certification submittals.
- Review submitted bids, prepare bid tabulation, and provide award recommendation to Village Staff.

EXHIBIT A

- Conduct an on-site Pre-Bid meeting with potential bidders to familiarize them with the building and site.

Task 5 – Construction Related Services: SMITH LASALLE will provide construction observation/engineering for the duration of construction and will direct the following tasks:

A. Provide construction project management (Jim Post)

- Review Contractor submitted documents and assemble contract documents for execution.
- Review Contract or material submittals to assure they adhere to contract specifications.
- Review Contractor pay requests, review changes of project scope requiring additional work by the contractor, review claims submitted by the Contractor, and provide recommendation(s) of action to be taken by the Village. Certified payroll and lien waivers for prime Contractor and all Sub-Contractors will be included with all pay requests.
- Coordinate and attend project meetings, included but not limited to pre-construction meeting, progress meetings, and project closeout meeting.
- Perform close out of the project which includes review and comparison of the submitted quantities by the Contractor, assembly of a balancing change authorization, and final estimate of payment. Assembly of certified payrolls and lien waivers from the Contractor.

B. Provide Construction Observation

- Perform part-time, on-site construction observation to monitor adherence to project performance specifications.
- Measure all in place quantities installed by the Contractor. Collect and record delivery tickets for materials incorporated into the project.
- Prepare final quantities list and obtain concurrence from the Contractor.
- IEPA 662 Form Documentation (Sub-Consultant)

C. SMITH LASALLE'S fees & schedule for the construction portion of the project is based on completion of the project construction within 10 working days.

Task 6 – Miscellaneous Reimbursable Expenses: The following is a list of reimbursable expenses for sub-consultants and expenses incurred by SMITH LASALLE:

- IEPA 662 Form/Documentation (Sub-Consultant)
- Environmental Consultant for monitoring and permitting of the UST removal.
- Plotting and copying
- Equipment charges

EXHIBIT A

PROPOSED COST FOR SERVICES:

For the tasks listed in the Proposed Scope of Services, we have provided lump sum fees for Task's 1 through, 4, and Time and Materials not to Exceed fees for Task's 5 and 6.

Time and Materials Fees:\$30,000.00

SMITH LASALLE'S fees & schedule are based on completion of the overall project within 30 calendar days. Our fees and costs are valid for 90 days after execution of the contract.

ITEMS EXCLUDED FROM PROPOSED SERVICES:

The following is a list of items that are not included in the proposed scope of services of SMITH LASALLE:

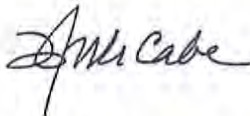
- Additional insurance not presently carried by SMITH LASALLE.
- It should be noted SMITH LASALLE'S employees are providing professional services only and are exempt from any Davis-Bacon Wage Act, Service Contract Wage Act or prevailing wage rates or union involvement.

The statement of work may be changed by submitting changes to us in writing. If the Village requires additional services from SMITH LASALLE, not included in this quote, we will provide additional labor and equipment rates and a fee schedule at your request.

Thank you for the opportunity to submit this proposal and we look forward to supporting the Village of Franklin Park on this project. If you have any questions, please call me at 847-260-5095.

The attached Standard Terms and Conditions apply to this proposal. If this proposal is acceptable to the Village of Franklin Park, please sign below and return one fully executed original to us for our records.

Regards,
SMITH LASALLE, INC.



Thomas McCabe, P.E.
Village Engineer



9576 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

March 26, 2024

VIA EMAIL

Mr. Tom McCabe, PE
Village Engineer
Village of Franklin Park
9500 Belmont Avenue
Franklin Park, IL 60131

Phone: 847-260-5095

**RE: CONSTRUCTION ENGINEERING SERVICES PROPOSAL
2024 CAPITAL IMPROVEMENT PROJECT – VARIOUS STREETS
FRANKLIN PARK, ILLINOIS
(SPACECO Project No. 13234)**

Dear Tom:

In response to your request, SPACECO, Inc. is pleased to provide you with this proposal for construction engineering services related to the construction of the Various Streets included in the 2024 Capital Improvement Projects in the Village of Franklin Park. The purpose of these services is to provide Phase III Construction Observation and Engineering for the proposed project. The following describes our Understanding of the Assignment, Scope of Services, and Fee.

UNDERSTANDING OF THE ASSIGNMENT

The Village of Franklin Park is seeking a qualified civil engineering firm to provide construction observation and Resident Engineer services for the proposed improvements. The projects will be bid in the spring of 2024 with construction set to commence for the first project in early May. Our services will not be necessary during the bidding phase of the projects.

ASSUMPTIONS

Improvements will range from resurfacing and concrete replacement to full reconstructions, including underground improvements and lead water service replacements. There are anticipated to be multiple funding sources.

This proposal is based on the anticipated construction schedules provided below by the Village:

Street	Funding Source	Budgeted Hours	Assigned Staff
King Street	ISTHA	200 Hours	Sam Baro
Schiller Boulevard	NHRST (Village)	1500 Hours	Brett Bennett

SCOPE OF BASIC SERVICES

TASK 1 – REVIEW PLANS AND SPECIFICATIONS WITH ASSIGNED FIELD STAFF:

1. Provide Village with List of Assigned Staff for the Project.
2. Verification of the Scope of Work.
3. Document the Existing Conditions.

TASK 2 – SCHEDULE AND ATTEND PRE-CONSTRUCTION MEETING:

1. Notify the Village’s Utility Representatives of the Time and Place of Meeting.
2. Notify Affected Village Departments / Divisions
3. Transcribe Minutes of the Meeting.
4. Assist the Village with contract award, contractor references and availability, material selection and approval.

TASK 3 – ASSIST IN THE NOTIFICATION TO RESIDENTS AFFECTED BY CONSTRUCTION:

1. Draft Letters to Individual Households, Businesses, Schools, and Park with Proposed Schedule to be mailed by the Village.
2. Provide Contact Person for Information / Complaints – an Emergency 24 Hr. Phone will be required for each project engineer.
3. Provide the Village with pertinent information related to the project, i.e. schedule updates, milestone completion, traffic control and pedestrian access modifications, etc. for inclusion into the Village of Franklin Park Construction Update Blog.

TASK 4 – CONSTRUCTION OBSERVATION:

1. Provide Full Time Resident Engineer(s) / Inspector(s) for the major construction activities during the 2023 construction season.
2. Provide support Inspector(s) / Technician(s) as needed.
3. Coordinate Quality Assurance / Quality Control of Materials as required by the Village.
4. Verify initial installation of Construction Warning Signs & Devices in Accordance with the Plans.
5. Inspect, document, and inform the Contractor and the Village of the adequacy of the establishment and maintenance of traffic control. Perform all necessary traffic control checks. SPACECO, Inc. will document deficiencies and Contractor response to notice of. SPACECO, Inc. will also inform the Village of deficiencies and if Contractor does not correct enforce as contract stipulates.
6. Coordinate Work with the Utility Companies, Village Water, Sewer Divisions and Street Lighting Division.
7. Maintain Project Diary and Daily Inspection Reports.
8. Submit Monthly Progress Reports to Village.
9. Monitor and Coordinate the submittal Review Process.

TASK 5 – CONSTRUCTION DOCUMENTATION:

1. Track Quantities Related to Each Pay Item.
2. Establish and Maintain Schedule for Progress Payments.
3. Develop and Verify Payment Requests.
4. Assure that all Documentation follows IDOT Standards.

TASK 6 – CONSTRUCTION CLOSE OUT:

1. Verify Final Measurements / Quantities with Contractor.
2. Prior to Final Inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
3. Develop a FINAL PUNCHLIST and verify satisfactory completion.
4. Provide a Final Project Accounting/Documentation.
5. Conduct Final Inspection with Village Representatives.
6. Process Final Payment.
7. Complete Project Close-Out and Submit all Paperwork Required.

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If the Client shall so advise SPACECO, Inc., we shall perform or obtain from others such services. SPACECO, Inc. will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project include, but are not limited to the following:

- Services due to major changes in the general scope of the project.
- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
 - Unusual or unanticipated improvements.
 - Additional off-site improvements requested by the Client or governmental agencies.
 - Improvements necessary to the project development beyond those being included under Basic Services herein.
 - Retaining walls over three feet in height.
 - NPDES/Erosion Control Report.
 - Traffic impact studies, capacity analyses, warrant studies, intersection design studies, construction documents for any traffic control devices (signals, etc.).
 - Determining the 100-year Base Flood Elevation (BFE) and developing the required documentation in support of the floodplain fill activities.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of design or construction not included under Basic Services.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, facsimile, photography, postage, mileage, tolls and mounting drawings.

FEES

Amount

- Task 1- Review Plans and Specifications with Assigned Field Staff
- Task 2- Schedule and Attend Pre-Construction Meeting
- Task 3- Assist in the Notification to Residents and Businesses Affected by Construction
- Task 4- Construction Observation
- Task 5- Construction Documentation
- Task 6- Construction Close Out

Tasks 1 – 6

King Street	200 hour budget @ \$145/hour	\$29,000 Budget
Schiller Blvd	1,500 hour budget @ \$145/hour	\$217,500 Budget

Our services will be on a time and materials basis. Our services will be invoiced monthly and payments are due within thirty days after invoicing.

Work identified as payable on an hourly basis will be billed to you at the rates specified above. We will establish our contract in accordance with the enclosed General Terms and Conditions, which are expressly incorporated into and are an integral part of this contract for professional services. If you wish to discuss the terms, conditions, and provisions of this agreement, I would be pleased to do so at your earliest convenience. We reserve the right to increase our fees by 5% on each annual anniversary of this Agreement. All reproductions and delivery services will be billed to the Client on a cost plus 10% basis.

If this proposal meets with your approval, please sign both copies and return one to us for our files.

Sincerely,

SPACECO, Inc.



Ted Ward, P.E.
Construction Department Manager

c: B. Duffy, R. Stawik - SPACECO, Inc.
File Copy

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____



SPACECO, INC.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: SPACECO, Inc. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such 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 Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failure to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to 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 same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

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 Client 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 Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning 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.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. 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.
5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. 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 in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client 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.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inaccuracies, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless 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 Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage arising out of the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties) which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois. Claims, disputes or other matters in questions between the parties to this Agreement arising out of or relating to this Agreement or breach thereof, shall be subject to and decided by arbitration in accordance with the construction industry arbitration rules of the American Arbitration Association currently in effect, but only in the case where a mutual resolution cannot be reached.
13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: 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.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

22. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

23. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

24. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

25. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

26. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and agrees to indemnify and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontractors entered into in furtherance of the general contract.

27. **Jobsite Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

28. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

29. Hazardous Materials: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.