

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
03/06/23**

<u>Payroll Ending</u>	<u>2/25/2023</u>	<u>TOTALS</u>
Village Portion of Social Security	10,513.93	
Village Portion of Medicare	7,462.23	
Prior Month Village Portion of IMRF		
Net Payroll	<u>461,340.74</u>	
Total Payroll Expense	479,316.90	\$ 479,316.90
<u>Manual Checks & Wires</u>		
Manual Checks	<u>96,803.00</u>	
Total Manual Checks & Wires		\$ 96,803.00
<u>ACH Debits</u>		
Health Insurance Premium	270,726.74	
City of Chicago (Water Payment)	<u>335,941.03</u>	
Total ACH Debits		\$ 606,667.77
<u>Payable Vouchers</u>		
Payable Voucher 03-10-23	<u>994,094.50</u>	
Total Payable Vouchers		\$ 994,094.50
Grand Total Payments		\$ 2,176,882.17

Accounts Payable

Computer Check Proof List by Vendor

User: payroll
 Printed: 03/02/2023 - 12:07PM
 Batch: 00210.03.2023



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 3443 PSI592251 PSI592264	1ST AYD CORPORATION White microfiber wipers Gloss White spray paint (2 cases)	213.02 164.88	03/10/2023 03/10/2023	Check Sequence: 1 10-90-62680 08-01-89115	ACH Enabled: False
	Check Total:	377.90			
Vendor: 5002 37012	34 PUBLISHING, INC. Design services for March2023 newsletter	450.00	03/10/2023	Check Sequence: 2 10-01-51880	ACH Enabled: False
	Check Total:	450.00			
Vendor: 2615 5300	A.W.E.S.O.M.E. PEST SERVICE INC. Exterminating services Feb2023	510.00	03/10/2023	Check Sequence: 3 10-60-62460	ACH Enabled: False
	Check Total:	510.00			
Vendor: 1263 142293/1	ACE HARDWARE - ADMIN Copies made of keys	14.36	03/10/2023	Check Sequence: 4 10-13-52600	ACH Enabled: False
	Check Total:	14.36			
Vendor: 1259 142226/1	ACE HARDWARE - FIRE Propane refill	13.18	03/10/2023	Check Sequence: 5 10-30-59000	ACH Enabled: False
	Check Total:	13.18			
Vendor: 1260 142316/1	ACE HARDWARE - SEWER & WATER Towels, tapes, leaf bags	137.45	03/10/2023	Check Sequence: 6 34-02-52200	ACH Enabled: False
	Check Total:	137.45			
Vendor: 3364 1245111-02-2023	ADP SCREENING & SELECTION Monthly screening services Feb2023	30.49	03/10/2023	Check Sequence: 7 10-60-60000	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	30.49			
Vendor: 4590	AEP ENERGY			Check Sequence: 8	ACH Enabled: False
3013133540Feb23	3010 Mannheim 3013133540	19,522.90	03/10/2023	19-01-62330	
	1/5-2/3/2023				
3013133551Feb23	0 N Belmont 3013133551 1/9-2/7/2023	230.60	03/10/2023	19-01-62330	
	Check Total:	19,753.50			
Vendor: 3050	AIR ONE EQUIPMENT, INC.			Check Sequence: 9	ACH Enabled: False
190343	SCBA Air compressor repair	272.50	03/10/2023	10-30-50800	
	Check Total:	272.50			
Vendor: 0149	AL PIEMONTE FORD SALES, INC.			Check Sequence: 10	ACH Enabled: False
775989	Rotors & pads #881	245.63	03/10/2023	08-01-50020	
776577	Spark plugs #873	30.54	03/10/2023	08-01-50020	
	Check Total:	276.17			
Vendor: 0801	ALLIANCE PAPER			Check Sequence: 11	ACH Enabled: False
1111365-00	Coffee decanters	50.43	03/10/2023	10-30-62030	
	Check Total:	50.43			
Vendor: 1776	AMERICAN DOOR AND DOCK			Check Sequence: 12	ACH Enabled: False
029611	Diagnosed that cylinder was bad and needed to be replaced	1,201.19	03/10/2023	10-90-88880	
029637	Adjusted belt and operator and adjusted chain tension	358.25	03/10/2023	10-90-62590	
	Check Total:	1,559.44			
Vendor: 5347	ARAMARK			Check Sequence: 13	ACH Enabled: False
25259	Credit	-31.68	03/10/2023	10-13-52600	
6020074127	Carpet service	102.82	03/10/2023	10-20-52600	
6020095423	Carpet service	116.59	03/10/2023	10-20-52600	
6020098137	Carpet service	116.59	03/10/2023	10-20-52600	
6020098145	Carpet service	156.93	03/10/2023	10-13-52600	
	Check Total:	461.25			
Vendor: 2559	ARBOR DAY FOUNDATION			Check Sequence: 14	ACH Enabled: False
02012023	Annual contribution	30.00	03/10/2023	10-01-51885	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	30.00			
Vendor: 0717 850021744	AT&T LONG DISTANCE Long distance for Feb	73.53	03/10/2023	Check Sequence: 15 10-02-51200	ACH Enabled: False
	Check Total:	73.53			
Vendor: 0925 1928 2027	BELLWOOD ELECTRIC MOTORS, INC Rebuilt pump- 17th Ave Install back in service pump at Fullerton lift station	6,500.00 3,900.00	03/10/2023 03/10/2023	Check Sequence: 16 34-02-50940 34-02-50940	ACH Enabled: False
	Check Total:	10,400.00			
Vendor: 2036 BTL-22080-4	BEST TECHNOLOGY SYSTEMS, INC Supply & Install Filters- Change out the facility's range filter	9,900.00	03/10/2023	Check Sequence: 17 10-20-52700	ACH Enabled: False
	Check Total:	9,900.00			
Vendor: 1609 3507750 3508150	BRISTOL HOSE & FITTING Hydraulic hoses #225 Hydro lines and fittings #220	30.50 168.04	03/10/2023 03/10/2023	Check Sequence: 18 08-01-50090 10-90-50100	ACH Enabled: False
	Check Total:	198.54			
Vendor: 3327 PS90691	BUCKEYE POWER SALES CO. INC Main pump station (PW)	5,624.82	03/10/2023	Check Sequence: 19 34-01-50940	ACH Enabled: False
	Check Total:	5,624.82			
Vendor: 3378 0099267 0099315	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela Land Mgmt 1/28-2/3/2023 Professional services on Accela Land Mgmt 2/4-2/10/2023	1,080.00 1,215.00	03/10/2023 03/10/2023	Check Sequence: 20 10-02-81000 10-02-81000	ACH Enabled: False
	Check Total:	2,295.00			
Vendor: 3588 10271 10272 10273 10274	C. JOHNSON SIGN COMPANY Village logos decals, unit numbers (2) Readings DF sign (10) Digitally printed Village logos Village logos, Die cuts	379.00 225.00 350.00 283.50	03/10/2023 03/10/2023 03/10/2023 03/10/2023	Check Sequence: 21 10-90-62610 10-12-53170 10-90-62610 10-90-62610	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
10276	Village logos (utilities dept), Die cuts, magnetic sign	231.50	03/10/2023	10-90-62610	
10277	Decals for Belmont doors	235.00	03/10/2023	10-13-52600	
	Check Total:	1,704.00			
Vendor: 0035	CANADIAN PACIFIC RAILWAY			Check Sequence: 22	ACH Enabled: False
3000-0011142962	Rail signal System Corp (IL MP13.94) 9/30/19-4/8/22	44,752.08	03/10/2023	65-10-54800	
3000-0011142963	Rail signal System Corp (IL MP13.95) 9/30/19-4/8/22	44,768.89	03/10/2023	65-10-54800	
	Check Total:	89,520.97			
Vendor: 2389	CARRERA LANDSCAPING			Check Sequence: 23	ACH Enabled: False
02202023	Senior snow plowing x 12 driveways @ \$60 each 2/17/23	720.00	03/10/2023	10-60-63500	
	Check Total:	720.00			
Vendor: 0968	CHRISTOPHER B. BURKE ENGINEERING, L			Check Sequence: 24	ACH Enabled: False
181372	EOWA Franklin Industrial Improvements S11C 10/30/22-01/28/23	46,270.36	03/10/2023	62-01-82800	
	Check Total:	46,270.36			
Vendor: 5656	CITY OF AURORA			Check Sequence: 25	ACH Enabled: False
222664	Testing of samples	220.50	03/10/2023	34-01-62850	
	Check Total:	220.50			
Vendor: 3643	COMCAST			Check Sequence: 26	ACH Enabled: False
166138477	Dedicated internet and network services-Feb	8,436.21	03/10/2023	10-02-51200	
	Check Total:	8,436.21			
Vendor: 5257	COMED			Check Sequence: 27	ACH Enabled: False
0188785006Feb23	00WS Wolf Rd 0188785006 1/10-2/8/2023	43.25	03/10/2023	10-50-62330	
0702160012Feb23	3200 Mannheim 0702160012 1/14-2/14/2023	37.95	03/10/2023	10-50-62330	
0843085325Feb23	11230 Addison 0843085325 1/10-2/8/2023	343.00	03/10/2023	34-02-62800	
1862148017Feb23	2709 Scott 1862148017 1/11-2/8/2023	301.55	03/10/2023	34-02-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
2257077046Feb23	3548 River Rd 2257077046 1/3-2/1/2023	42.69	03/10/2023	10-50-62330	
2679065011Feb23	3022 Cullerton 2679065011 1/3-2/1/2023	29.01	03/10/2023	34-02-62800	
3893073029Feb23	3900 Mannheim 3893073029 1/9-2/7/2023	22.24	03/10/2023	10-50-62330	
5396076006Feb23	3200 Sarah 5396076006 1/14-2/14/2023	319.87	03/10/2023	10-50-62330	
5732676117Feb23	9800 Franklin 5732676117 1/9-2/7/2023	41.86	03/10/2023	10-50-62330	
5903506002Feb23	2599 Scott 5903506002 1/10-2/8/2023	190.79	03/10/2023	10-50-62330	
8781136050Feb23	10699 Waveland 8781136050 1/9-2/7/2023	90.29	03/10/2023	10-50-62330	
	Check Total:	1,462.50			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 28	ACH Enabled: False
1110165156	Parts and Labor tire replacement #220- On call during storm	711.17	03/10/2023	10-90-50100	
	Check Total:	711.17			
Vendor: 8225	CONSTELLATION NEWENERGY, INC			Check Sequence: 29	ACH Enabled: False
6447145390	10800/11000 King 7290377-7 1/3-2/1/2023	2,269.62	03/10/2023	34-01-62800	
6447148120	2401 Scott 7290377-15 1/3-2/1/2023	190.94	03/10/2023	34-02-62800	
6447148410	129 WestManor Ave 7290377-16 1/3-2/1/2023	118.23	03/10/2023	34-02-62800	
6447171770	11400 Copenhagen 7290377-14 1/3-2/1/2023	248.39	03/10/2023	34-02-62800	
6451510930	9400 Grand Ave 7290377-9 1/9-2/7/2023	200.21	03/10/2023	10-50-62330	
6451513190	9364 Franklin Ave 7290377-12 1/9-2/7/2023	44.06	03/10/2023	10-50-62330	
6453081120	0 Franklin Ave 7290377-6 1/10-2/8/2023	452.04	03/10/2023	10-50-62330	
6453084720	8 County line 7290377-17 1/10-2/8/2023	783.73	03/10/2023	34-01-62800	
6453087650	11201 Taft 7290377-18 1/10-2/8/2023	35.36	03/10/2023	34-02-62800	
6454101480	0 17th Ave 7290377-13 1/11-2/9/2023	61.08	03/10/2023	34-02-62800	
6457667660	2998 Hart 7290377-10 1/14-2/14/2023	82.32	03/10/2023	34-02-62800	
6457667990	9535 Belmont 7290377-5 1/14-2/14/2023	2,954.56	03/10/2023	34-01-62800	
6457670870	9540 Addison 7290377-8 1/14-2/14/2023	43.85	03/10/2023	10-50-62330	
6457672810	9229 Grand 7290377-11 1/14-2/14/2023	140.32	03/10/2023	34-02-62800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	7,624.71			
Vendor: 1337 324701	CORPORATE BUSINESS CARDS, LTD Daily logs	85.00	03/10/2023	Check Sequence: 30 10-90-62610	ACH Enabled: False
	Check Total:	85.00			
Vendor: 0872 88111	CURRIE MOTORS CHEVROLET, INC Window regulator #313	129.45	03/10/2023	Check Sequence: 31 08-01-50013	ACH Enabled: False
	Check Total:	129.45			
Vendor: 1464 0000381924	D&P CONSTRUCTION CO., INC. Switches	455.00	03/10/2023	Check Sequence: 32 09-01-64000	ACH Enabled: False
	Check Total:	455.00			
Vendor: 3093 4529	DOBSON ENTERTAINMENT, INC Social Media Video "Did You Know Police Video"	900.00	03/10/2023	Check Sequence: 33 10-01-51880	ACH Enabled: False
	Check Total:	900.00			
Vendor: 1755 31187	E. HOFFMAN, INC Mixed load spoils hauled out	940.00	03/10/2023	Check Sequence: 34 34-01-62860	ACH Enabled: False
	Check Total:	940.00			
Vendor: 0581 1173	ECO Services & Solutions, Inc. Surface grade	354.00	03/10/2023	Check Sequence: 35 10-90-62680	ACH Enabled: False
	Check Total:	354.00			
Vendor: 3829 10808	ELECTRICAL SYSTEMS, INC Scada upgrade	97,275.00	03/10/2023	Check Sequence: 36 34-01-88911	ACH Enabled: False
	Check Total:	97,275.00			
Vendor: 5080 42164	ENVIRONMENTAL OPERATIONS, INC. Professional services for 9800 Franklin Ave	3,225.00	03/10/2023	Check Sequence: 37 10-12-36000	ACH Enabled: False
	Check Total:	3,225.00			
Vendor: 4039	EUCLID MANAGERS			Check Sequence: 38	ACH Enabled: False

AP-Computer Check Proof List by Vendor (03/02/2023 - 12:07 PM)

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
5396090Feb23	Dental March2023	14,981.12	03/10/2023	10-52-62390	
5396090Feb23	Vision March2023	805.41	03/10/2023	10-52-62390	
5396090Feb23	Short term disability March2023	3,584.18	03/10/2023	10-52-62370	
5396090Feb23	Long term disability March2023	1,188.34	03/10/2023	10-52-62370	
5396090Feb23	Voluntary Life March2023	1,386.61	03/10/2023	10-52-59000	
	Check Total:	21,945.66			
Vendor: 2059 124752-36	EXP US SERVICES Franklin Ave Phase II engineering (1/2/31-1/27/2023)	4,884.98	03/10/2023	Check Sequence: 39 65-10-54100	ACH Enabled: False
	Check Total:	4,884.98			
Vendor: 3904 8-046-87504 9-645-26453	FEDEX Mailing Postage	50.91 6.70	03/10/2023 03/10/2023	Check Sequence: 40 34-01-51500 10-01-51500	ACH Enabled: False
	Check Total:	57.61			
Vendor: 4788 0438994 0452717 0453390	FERGUSON WATERWORKS #2516 UME 3 Fire Hyd reads Wall MIUs (260qty) Meter tests	7,326.51 30,589.00 733.32	03/10/2023 03/10/2023 03/10/2023	Check Sequence: 41 34-01-62825 34-01-62835 34-01-62815	ACH Enabled: False
	Check Total:	38,648.83			
Vendor: 5061 271660 271662 271663 271664 271665 271666	FIRESTONE COMPLETE AUTO CARE 2 Tires unit #873 2 Tires unit #877 2 Tires unit #881 2 Tires unit #877 2 Tires unit #873 2 Tires unit #881	178.94 199.36 178.94 199.36 178.94 178.94	03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023	Check Sequence: 42 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090 08-01-50090	ACH Enabled: False
	Check Total:	1,114.48			
Vendor: UB*00645	FLORENCIO AND EDITH HERRERA Refund Check 027747-000, 2643 SILVER CREEK Refund Check 027747-000, 2643 SILVER CREEK	199.46 114.57	02/27/2023 02/27/2023	Check Sequence: 43 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	314.03			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0081 13756	FRANKLIN PARK PLUMBING CO., INC. Excavation and repair of sewer main at Schiller & Atlantic	7,320.00	03/10/2023	Check Sequence: 44 34-02-63070	ACH Enabled: False
	Check Total:	7,320.00			
Vendor: 4887 75391 75402	FREEDOM FASTNER INC Plow bolts, Lock nuts, flat washers Plow bolts, washers	354.56 397.98	03/10/2023 03/10/2023	Check Sequence: 45 10-90-62780 10-90-62780	ACH Enabled: False
	Check Total:	752.54			
Vendor: 4885 30617461 30627189 30630901	FREEDOM HEATING & COOLING, INC. Main pump house service call for no heat Main pump house- emergency repair on boiler Fleet dept- heater not working	214.00 1,305.00 214.00	03/10/2023 03/10/2023 03/10/2023	Check Sequence: 46 34-01-62900 34-01-62900 34-02-62590	ACH Enabled: False
	Check Total:	1,733.00			
Vendor: 0050 023330392	GALLS, INC Rain coats	92.15	03/10/2023	Check Sequence: 47 10-20-60590	ACH Enabled: False
	Check Total:	92.15			
Vendor: 5200 9596173360 9596173378 9596173386 9596173394 9604262049 9604262056 9604262064	GRAINGER Hard hats Ear muffs Impact Air powered Wrenches Replacement ribbon for timeclock Victor cutting/welding Outfit and cleaner kits Goggles Goggles	136.16 79.26 621.26 81.76 784.42 82.90 17.84	03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023	Check Sequence: 48 10-90-60600 10-90-60600 10-90-82630 10-90-50700 10-90-82630 10-90-60600 10-90-60600	ACH Enabled: False
	Check Total:	1,803.60			
Vendor: 4516 2302134	GW & ASSOCIATES, PC Payroll processing for Jan2023	3,600.00	03/10/2023	Check Sequence: 49 10-60-51900	ACH Enabled: False
	Check Total:	3,600.00			
Vendor: 1555 40822	H&H ELECTRIC COMPANY Street lighting maint- 3202 Louis	99.46	03/10/2023	Check Sequence: 50 10-50-62340	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
40881	Traffic signal contract maint- various locations	997.50	03/10/2023	10-90-62690	
	Check Total:	1,096.96			
Vendor: 3508	H.R. BOYD, INC			Check Sequence: 51	ACH Enabled: False
200037788	2021 Field Mowing of the Retention pond area	3,900.00	03/10/2023	34-02-63110	
200037788	2022 Field Mowing of the Retention pond area	2,600.00	03/10/2023	34-02-63110	
	Check Total:	6,500.00			
Vendor: 1026	HARPOS V.I.P AUTOPARTS			Check Sequence: 52	ACH Enabled: False
9038-I	Spark plugs & coil boots #898	85.80	03/10/2023	08-01-50020	
9040-I	Fuel injector #898	45.58	03/10/2023	08-01-50020	
9117-I	3/16 T's windshield wiper repair #890	3.75	03/10/2023	08-01-50020	
	Check Total:	135.13			
Vendor: 1929	HOLIDAY OUTDOOR DECOR			Check Sequence: 53	ACH Enabled: False
INV6205	Mini lights	3,193.89	03/10/2023	10-61-69580	
	Check Total:	3,193.89			
Vendor: 1860	ILLINOIS COUNTIES RISK MANAGEMENT			Check Sequence: 54	ACH Enabled: False
RCB31502	Property and Liability Premium April 2023	64,825.00	03/10/2023	10-32-62190	
RCB32255	W/C Premium April 2023	50,340.75	03/10/2023	10-32-62200	
	Check Total:	115,165.75			
Vendor: 0557	ILLINOIS STATE POLICE			Check Sequence: 55	ACH Enabled: False
20230103047	Background checks	169.50	03/10/2023	10-20-60630	
	Check Total:	169.50			
Vendor: 1094	INDUSTRIAL ENGINE COMPANY			Check Sequence: 56	ACH Enabled: False
880	Main pump house generator repair	3,059.20	03/10/2023	34-01-50940	
	Check Total:	3,059.20			
Vendor: 1209	JANET G MARTINEZ			Check Sequence: 57	ACH Enabled: False
INV-0076	Feb2023 newsletter Spanish translation	198.00	03/10/2023	10-01-51880	
	Check Total:	198.00			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 58	ACH Enabled: False
206972	Logs	164.00	03/10/2023	09-01-64000	
	Check Total:	164.00			
Vendor: 4545	KCS COMPUTER TECHNOLOGY			Check Sequence: 59	ACH Enabled: False
16734	Consulting Services for Jan	812.50	03/10/2023	10-02-51150	
16734	Proofpoint spam filter for Jan	606.97	03/10/2023	10-02-54200	
16734	GFI AV server & workstation monitoring software Dec	1,264.50	03/10/2023	10-02-54200	
16734	Max online back of servers for Solarwind Jan	400.00	03/10/2023	10-02-55040	
16734	Office 365 Jan	25.00	03/10/2023	10-02-54200	
16734	SentinelOne server security software Jan	164.00	03/10/2023	10-02-54200	
16734	2 switches - hardware Jan	147.00	03/10/2023	10-02-50700	
	Check Total:	3,419.97			
Vendor: 6000	KLOA			Check Sequence: 60	ACH Enabled: False
28719	25th and Chestnut Intersection Evaluation	1,093.68	03/10/2023	34-02-63070	
	Check Total:	1,093.68			
Vendor: 0370	KODA AUTO ELECTRONICS			Check Sequence: 61	ACH Enabled: False
3471	Repaired switch on siren speaker	100.00	03/10/2023	10-20-50300	
3472	Repaired bad flasher on headlights	157.80	03/10/2023	10-20-50300	
	Check Total:	257.80			
Vendor: 0110	KRIETER CONCRETE CONST.			Check Sequence: 62	ACH Enabled: False
4631	Reinforced curb with street drain and section of street-10442Cro	4,525.00	03/10/2023	34-02-63070	
4646	Reinforced street drain w curb at 2952 George- water sys repair	2,800.00	03/10/2023	34-02-63070	
4647	Reinforced curb w street drain and section of street- Gage&Calwa	3,470.00	03/10/2023	34-02-63070	
4648	Reinforced curb with street drain and section of street	4,475.00	03/10/2023	34-02-63070	
4650	Reinforced curb-section of street of carriage walk	3,840.00	03/10/2023	34-01-62860	
4651	Reinforced curb with a street drain & section of street	5,525.00	03/10/2023	34-02-63070	
4652	Replacement of section of public sidewalk	2,650.00	03/10/2023	10-90-62600	
4654	Reinforced public sidewalk & section of service walk	3,540.00	03/10/2023	34-01-62860	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
4655	Reinforced street drain with curb and section of street	4,640.00	03/10/2023	34-02-63070	
	Check Total:	35,465.00			
Vendor: 4408 A-10848	KUUSAKOSKI US LLC Electronic recycling	1,119.12	03/10/2023	Check Sequence: 63 09-01-64000	ACH Enabled: False
	Check Total:	1,119.12			
Vendor: 3819 J4408380	LEAF Copier rental for March	1,550.00	03/10/2023	Check Sequence: 64 10-02-80001	ACH Enabled: False
	Check Total:	1,550.00			
Vendor: 0358 2319117 2319149	LED & SAFETY Height endurance helmets CUT level A3	215.94 179.90	03/10/2023 03/10/2023	Check Sequence: 65 34-02-60600 34-02-52200	ACH Enabled: False
	Check Total:	395.84			
Vendor: 1438 92382897 92392023	McMaster-Carr Supply Co. Galvanized steel safety pin shackle Grade 70 chains	400.32 544.32	03/10/2023 03/10/2023	Check Sequence: 66 10-90-62780 10-90-62780	ACH Enabled: False
	Check Total:	944.64			
Vendor: 2488 412513 412513 412513 412513 412513	MOHR OIL COMPANY Fuel Fuel Fuel Fuel Fuel	531.67 1,609.42 17,478.45 689.74 3,640.37	03/10/2023 03/10/2023 03/10/2023 03/10/2023 03/10/2023	Check Sequence: 67 10-13-50200 10-30-50200 10-20-50200 10-90-50200 34-01-50200	ACH Enabled: False
	Check Total:	23,949.65			
Vendor: 0329 340588	MONROE TRUCK EQUIPMENT Mini LP series	597.10	03/10/2023	Check Sequence: 68 08-01-50090	ACH Enabled: False
	Check Total:	597.10			
Vendor: 0333 15441 15442 15443	MONTANA & WELCH, LLC Legal services, General matters Jan2023 Legal services, ROW project Jan2023 Legal services, Litigation matters Jan2023	29,506.65 2,252.50 1,318.63	03/10/2023 03/10/2023 03/10/2023	Check Sequence: 69 10-72-62557 10-72-62557 10-72-62557	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	33,077.78			
Vendor: 4521 00421665753Jan2	NICOR 9800 Franklin 00421665753 12/27-1/24/2023	65.96	03/10/2023	Check Sequence: 70 10-90-62940	ACH Enabled: False
	Check Total:	65.96			
Vendor: 2107 23-57525	NORCOMM PUBLIC SAFETY COMM., INC. Emergency dispatch services, March2023	64,835.63	03/10/2023	Check Sequence: 71 10-14-40220	ACH Enabled: False
	Check Total:	64,835.63			
Vendor: 2249 239707759	ORKIN Weekly services	387.90	03/10/2023	Check Sequence: 72 10-60-62460	ACH Enabled: False
	Check Total:	387.90			
Vendor: 8300 15899	PAGODA COMPUTER SUPPLIES Printer replacement and repairs	350.00	03/10/2023	Check Sequence: 73 10-02-50700	ACH Enabled: False
	Check Total:	350.00			
Vendor: 4704 Dec2022	PAN AMERICAN BANK Water bill Lockbox Dec2022	146.70	03/10/2023	Check Sequence: 74 34-01-59010	ACH Enabled: False
	Check Total:	146.70			
Vendor: UB*00646	BARRETT PEDERSEN Refund Check 067820-000, 3504 DESOTA	153.26	02/28/2023	Check Sequence: 75 34-00-20100	ACH Enabled: False
	Check Total:	153.26			
Vendor: 0151 02132023	PIRTANO CONSTRUCTION INC Refunds for street opening deposits for two permits	5,000.00	03/10/2023	Check Sequence: 76 10-13-30370	ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 5060 1022528724	PITNEY BOWES INC Postage meter supplies	199.18	03/10/2023	Check Sequence: 77 10-01-50930	ACH Enabled: False
	Check Total:	199.18			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 78	ACH Enabled: False
02192023	Postage	2,000.00	03/10/2023	10-01-51500	
02192023	Postage	2,000.00	03/10/2023	34-01-51500	
	Check Total:	4,000.00			
Vendor: 4552	REPUBLIC SERVICES #551			Check Sequence: 79	ACH Enabled: False
0551-015617973	Scavenger services, Feb2023	140,192.51	03/10/2023	09-01-64010	
	Check Total:	140,192.51			
Vendor: 2023	RKD CONSTRUCTION SUPPLIES & EQUIPA			Check Sequence: 80	ACH Enabled: False
1/644790	Black sand med	186.00	03/10/2023	34-01-69600	
	Check Total:	186.00			
Vendor: 2117	ROZALADO & CO			Check Sequence: 81	ACH Enabled: False
22515	PD cleaning services 1/23-2/5/2023	1,631.33	03/10/2023	10-20-52600	
22515	VH and public works cleaning services 1/23-2/5/2023	1,423.34	03/10/2023	10-13-52600	
	Check Total:	3,054.67			
Vendor: 2419	RUSSO'S POWER EQUIPMENT			Check Sequence: 82	ACH Enabled: False
SPI20069099	Ice melts, calcium chlorides	1,177.25	03/10/2023	10-90-62600	
SPI20076318	Hand saw, Lopper 30, round files	201.46	03/10/2023	34-01-82840	
SPI20086934	Chain loops	86.97	03/10/2023	10-90-62780	
	Check Total:	1,465.68			
Vendor: 5529	SEAWAY SUPPLY			Check Sequence: 83	ACH Enabled: False
191768	Supplies	232.26	03/10/2023	10-20-52600	
	Check Total:	232.26			
Vendor: 3336	SMITH LASALLE			Check Sequence: 84	ACH Enabled: False
354.19.7	9621 Pacific building demo 1/30-2/26/2023	1,192.00	03/10/2023	10-90-82800	
355.19.19	9545 Belmont site improvements 1/30-2/26/2023	3,411.00	03/10/2023	41-01-82800	
472.21.24	Franklin Ave STP Phase III 1/30-2/26/2023	16,570.00	03/10/2023	65-10-82820	
507.21.20	Pacific Ave Green infrastructure 1/30-2/26/2023	2,576.00	03/10/2023	34-02-89108	
573.22.6	King st improvements 1/30-2/26/2023	1,410.00	03/10/2023	65-20-82800	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
581.22.10	Utilities GIS services 1/30-2/26/2023	5,821.25	03/10/2023	34-01-62870	
581.22.10	Utilities GIS services 1/30-2/26/2023	5,821.25	03/10/2023	34-02-62870	
582.22.2	50/50 Sidewalk program 1/30-2/26/2023	2,850.00	03/10/2023	34-01-69050	
583.22.10	Lead services program 1/30-2/26/2023	8,357.50	03/10/2023	34-01-82800	
584.22.8	MFT projects 1/30-2/26/2023	8,250.00	03/10/2023	10-90-82800	
588.22.3	2022 Sewer lining program 1/30-2/26/2023	2,040.00	03/10/2023	34-02-83190	
600.22.10	2022-2023 Village engineering/ PW mgmt services 1/30-2/26/2023	13,398.80	03/10/2023	10-90-82800	
600.22.10	2022-2023 Village engineering/ PW mgmt services 1/30-2/26/2023	26,797.60	03/10/2023	34-01-82800	
600.22.10	2022-2023 Village engineering/ PW mgmt services 1/30-2/26/2023	26,797.60	03/10/2023	34-02-82800	
	Check Total:	125,293.00			
Vendor: 2961 160354	S-NET COMMUNICATIONS INC Feb phone bill	2,625.99	03/10/2023	Check Sequence: 85 10-02-51200	ACH Enabled: False
	Check Total:	2,625.99			
Vendor: 3506 63019	State Treasurer IL Dept. of Transportation Traffic signal at River Rd, Seymour, and Robinson Rd (Oct-Dec)	1,543.65	03/10/2023	Check Sequence: 86 10-50-62330	ACH Enabled: False
63200	Traffic signal at River Rd, Seymour, and Robinson Rd (July-Sept)	1,200.63	03/10/2023	10-50-62330	
	Check Total:	2,744.28			
Vendor: 0183 88204 88269	SUBURBAN WELDING & STEEL, LLC To fabricate (3) strainers for floor drains To cut and remove lifting plate on plow #202, #204	469.40 437.53	03/10/2023 03/10/2023	Check Sequence: 87 10-90-62590 08-01-50090	ACH Enabled: False
88280 88296	To cut and remove lifting plate on plows To cut and remove lifting plate on plows. Install fitting	437.53 436.75	03/10/2023 03/10/2023	08-01-50090 08-01-50090	
88306	To cut and remove lifting plate on plows. Install fitting	436.75	03/10/2023	08-01-50090	
88309	To cut and remove lifting plate on plow #203	222.97	03/10/2023	08-01-50090	
88345	To cut to size 96" long	51.30	03/10/2023	34-02-63070	
	Check Total:	2,492.23			
Vendor: 0103	TECHNOLOGY MANAGEMENT REVOLVIN			Check Sequence: 88	ACH Enabled: False

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
T2315856	Communication charges ESTB 911	942.40	03/10/2023	07-01-51200	
	Check Total:	942.40			
Vendor: 3075 20827-00	TERMINAL SUPPLY COMPANY Secondary locks, open barrels, series lugs	344.51	03/10/2023	Check Sequence: 89 10-90-62780	ACH Enabled: False
	Check Total:	344.51			
Vendor: 5423 28715	THIRD MILLENNIUM Utility bill rendering Feb2023	2,415.95	03/10/2023	Check Sequence: 90 34-01-62857	ACH Enabled: False
	Check Total:	2,415.95			
Vendor: 0829 X101276879-01	TRANS CHICAGO Tube oil filler #220	276.40	03/10/2023	Check Sequence: 91 08-01-50090	ACH Enabled: False
	Check Total:	276.40			
Vendor: 5041 159627504 159627616	ULINE SHIPPING SUPPLY SPECIALISTS Supplies Supplies	477.00 63.18	03/10/2023 03/10/2023	Check Sequence: 92 10-20-60630 10-20-60630	ACH Enabled: False
	Check Total:	540.18			
Vendor: 0160 80002640	UNITED RADIO COMMUNICATIONS Services for March2023	703.75	03/10/2023	Check Sequence: 93 07-01-60000	ACH Enabled: False
	Check Total:	703.75			
Vendor: 5016 UFIW8682	UNIVERSITY OF ILLINOIS, GENERAL A/R IFSI Training/Instructor I	350.00	03/10/2023	Check Sequence: 94 10-10-52001	ACH Enabled: False
	Check Total:	350.00			
Vendor: 5425 9926265603 9926265604 9927457512	VERIZON WIRELESS ETSB 911 charges- 12/26-1/25/23 #980431441-00001 ETSB 911 charges- 12/26-1/25/23 #980431441-00002 Data charges for mobile jetpacks- 1/11-2/10/23 #842001631-00001	1,114.13 646.50 24.15	03/10/2023 03/10/2023 03/10/2023	Check Sequence: 95 07-01-51200 07-01-51200 10-02-51200	ACH Enabled: False
	Check Total:	1,784.78			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor: 0351 IN473313	WAREHOUSE DIRECT Copier page counts for all copiers for Jan	667.10	03/10/2023	Check Sequence: 96 10-02-80001	ACH Enabled: False
	Check Total:	667.10			
Vendor: 0202 0314366	WATER PRODUCTS - AURORA Heavy wall sewer and 15x6 Heavywall tees	3,066.00	03/10/2023	Check Sequence: 97 34-02-63070	ACH Enabled: False
0314367	15x6 Heavywall Tee	2,190.11	03/10/2023	34-02-63070	
	Check Total:	5,256.11			
Vendor: 3610 HA170311	WORK'N GEAR, LLC Pants	179.97	03/10/2023	Check Sequence: 98 10-90-60600	ACH Enabled: False
	Check Total:	179.97			
Vendor: 0209 260889-000	ZIEBELL WATER SERVICE PRODUCTS Hex bolts, Hex nuts, wrenches	925.78	03/10/2023	Check Sequence: 99 34-01-62860	ACH Enabled: False
	Check Total:	925.78			
	Total for Check Run:	994,094.50			
	Total of Number of Checks:	99			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 02/28/2023 - 4:46PM
 Batch: 00401.03.2023



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 1162	CONTROL TECHONOLOGY & SOL						
				332267	03/01/2023		
0922051	8,333.34	03/01/2023	VOFP Electric Vehicle Fleet			10-90-50200	
0922051	8,333.33	03/01/2023	VOFP Electric Vehicle Fleet			34-01-50200	
0922051	8,333.33	03/01/2023	VOFP Electric Vehicle Fleet			34-02-50200	
Total for Check	25,000.00						
Total for 1162	25,000.00						
Vendor: 3495	ALEXANDER EQUIPMENT COMP/						
				332266	03/01/2023		
02072023	71,803.00	03/01/2023	2022 Brush Chipper			10-90-82630	
Total for Check	71,803.00						
Total for 3495	71,803.00						
Total Checks:	96,803.00						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND ENGINEERING FOR THE KING
STREET, BELMONT AVENUE, CROWN ROAD, SCHILLER BOULEVARD AND
GRAND MANNHEIM INFRASTRUCTURE IMPROVEMENT PROJECTS BY
AND BETWEEN SPACECO, 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 2223-G-__

**AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT
FOR CONSTRUCTION MANAGEMENT AND ENGINEERING FOR THE KING
STREET, BELMONT AVENUE, CROWN ROAD, SCHILLER BOULEVARD AND
GRAND MANNHEIM INFRASTRUCTURE IMPROVEMENT PROJECTS BY
AND BETWEEN SPACECO, 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 Construction Management and Engineering for Various Street Improvement Projects by and between Spaceco, 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A
Agreement



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

January 5, 2023

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
2023 CAPITAL IMPROVEMENT PROJECT – VARIOUS STREETS
FRANKLIN PARK, ILLINOIS
(SPACECO Project No. 12483)**

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 2023 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/summer of 2023 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, depending on the project, including Village, TIF, Tollway, and CBDG funds.

This proposal is based on the anticipated construction schedules provided below by the Village:

Street	Funding Source	Budgeted Hours
King Street	ISTHA	500 Hours
Belmont Avenue	CDBG	100 Hours
Crown Avenue	WMRA TIF	400 Hours
Schiller Boulevard	NHRST (Village)	400 Hours
Grand/Mannheim	Grand/Resurrection TIF	100 Hours

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

<u>Tasks 1 – 6</u>	1,500 hour budget @ \$140/hour	<u>\$210,000 Budget</u>
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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: M. Mondus, D. Stevens, R. Stawik - SPACECO, Inc.
File Copy

ACCEPTED FOR: _____

BY: _____

TITLE: _____

DATE: _____



CONSULTING ENGINEERS
SITE DEVELOPMENT ENGINEERS
LAND SURVEYORS

9575 W. Higgins Road, Suite 700, Rosemont, Illinois 60018
Phone: (847) 696-4060 Fax: (847) 696-4065

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 resumption 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 inexactitudes, 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.

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES BY AND BETWEEN BIUNDO LANDSCAPING 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/06/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2223-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES BY AND BETWEEN BIUNDO LANDSCAPING 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; and

WHEREAS, Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2023 Grass Cutting Program (the "*Program*"); and

WHEREAS, Biundo Landscaping and the Village desires to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting service to the Program.

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. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Biundo Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois 60177 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2023 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or

work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Biundo Landscaping
2123 Brookwood Drive
Elgin, Illinois 60177
Attn: Tony Biundo

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT
OF INSPECTIONAL SERVICES BETWEEN BIUNDO LANDSCAPING 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 2223-G- __

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN BIUNDO LANDSCAPING 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; and

WHEREAS, Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2023 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Biundo Landscaping and the Village desire to enter into a certain agreement pursuant to which Biundo Landscaping will provide grass cutting services to the Program.

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. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Biundo Landscaping (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Biundo Landscaping, located at 2123 Brookwood Drive, Elgin, Illinois 60177 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

W I T N E S S E T H

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2023 Grass Cutting Enforcement Program of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest show that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than one million dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration.

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor: Biundo Landscaping
2123 Brookwood Drive
Elgin, Illinois 60177

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES BY AND BETWEEN CARRERA LANDSCAPING INC. 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 2223-G-__

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES BY AND BETWEEN CARRERA LANDSCAPING INC. 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; and

WHEREAS, Carrera Landscaping Inc., located at 400 51st Avenue, Bellwood, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2023 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Carrera Landscaping Inc. and the Village desires to enter into a certain agreement pursuant to which Carrera Landscaping Inc. will provide grass cutting service to the Program.

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. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Carrera Landscaping Inc. (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Carrera Landscaping Inc., located at 400 51st Avenue, Bellwood, Illinois 60104 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2023 Grass Cutting Program of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION I. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of properties in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty-Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work

performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any

other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Carrera Landscaping Inc.
400 51st Avenue
Bellwood, Illinois 60104

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of five (5) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF
INSPECTIONAL SERVICES BETWEEN CARRERA LANDSCAPING INC. 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

Published in pamphlet form by authority of the President and Village Clerk of the Village of Franklin Park on 03/06/23
Village of Franklin Park – 9500 Belmont Avenue - Franklin Park, Illinois 60131

ORDINANCE NUMBER 2223-G-__

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN CARRERA LANDSCAPING INC. 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; and

WHEREAS, Carrera Landscaping Inc., located at 400 51st Avenue, Bellwood, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2023 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Carrera Landscaping Inc. and the Village desire to enter into a certain agreement pursuant to which Carrera Landscaping Inc. will provide grass cutting services to the Program.

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. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Carrera Landscaping Inc. (the "*Agreement*"), a copy of which is attached

hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A
Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Carrera Landscaping Inc., located at 400 51st Avenue, Bellwood, Illinois 60104 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. 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
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2023 Grass Cutting Enforcement Program of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest show that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than one million dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:

Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor:

Carrera Landscaping Inc.
400 51st Avenue
Bellwood, Illinois 60104

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE
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 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN JESSE'S LAWN SERVICE
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; and

WHEREAS, Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2023 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desires to enter into a certain agreement pursuant to which Jesse's Lawn Service will provide grass cutting service to the Program.

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. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. 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
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2023 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty-Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any

proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Jesse's Lawn Service
9502 Davis Street
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G- __

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS
CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF
INSPECTIONAL SERVICES BETWEEN JESSE'S LAWN SERVICE 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 2223-G-__

AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES BETWEEN JESSE'S LAWN SERVICE 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; and

WHEREAS, Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois, is in the business of providing grass cutting services; and

WHEREAS, the Village requires such services as part of its 2023 Grass Cutting Enforcement Program (the "*Program*"); and

WHEREAS, Jesse's Lawn Service and the Village desire to enter into a certain agreement pursuant to which Jesse's Lawn Service will provide grass cutting services to the Program.

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. The Agreement to Contract for Grass Cutting Services for Properties Identified by the Department of Inspectional Services by and between the Village of Franklin Park, Cook County, Illinois and Jesse's Lawn Service (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

**AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES FOR
PROPERTIES IDENTIFIED BY THE DEPARTMENT OF INSPECTIONAL SERVICES**

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Jesse's Lawn Service, located at 9502 Davis Street, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

- A. 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
- B. The Contractor is in the business of providing grass cutting services; and
- C. The Village requires grass cutting services as part of its 2023 Grass Cutting Enforcement Program of the Village (the "*Program*"); and
- D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting services for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to certain properties solely identified by the Department of Building (the "*Department*"), on an as needed and requested basis. The Department shall identify said properties for Service, from time to time, on a non-recurring basis. The list of properties in the Program of which the Contractor shall provide Service may be amended at any

time by the Department. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service an amount not to exceed twenty two dollars and no/100 (\$22.00) for each property receiving Service from the Contractor; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest show that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than one million dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties, and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials,

agents, attorneys, representatives and employees or any of them, is made a party in any proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the foregoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration

required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village:

Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Director, Building Department

If to Contractor:

Jesse's Lawn Service
9502 Davis Street
Franklin Park, Illinois 60131
Attn: Jesse Lopez

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN ROSEMONT LANDSCAPING,
LLC 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 2223-G-__

**AN ORDINANCE APPROVING AN AGREEMENT TO CONTRACT FOR
GRASS CUTTING SERVICES BY AND BETWEEN ROSEMONT LANDSCAPING,
LLC 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; and

WHEREAS, Rosemont Landscaping, LLC, located at 3437 Elder Lane, Franklin Park, Illinois, is in the business of providing grass cutting service; and

WHEREAS, the Village requires such service as part of its 2023 Grass Cutting Program for Disabled Property Owners (the "*Program*"); and

WHEREAS, Rosemont Landscaping, LLC and the Village desires to enter into a certain agreement pursuant to which Rosemont Landscaping, LLC will provide grass cutting service to the Program.

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. The Agreement to Contract for Grass Cutting Services by and between the Village of Franklin Park, Cook County, Illinois and Rosemont Landscaping, LLC (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in 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 March 2023, 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 March 2023.

BARRETT F. PEDERSEN
VILLAGE PRESIDENT

ATTEST:

APRIL ARELLANO
VILLAGE CLERK

Exhibit A

Agreement

AN AGREEMENT TO CONTRACT FOR GRASS CUTTING SERVICES

THIS AGREEMENT (the "*Agreement*") made and entered into as of the Effective Date, as herein described, by and between the Village of Franklin Park, Cook County, Illinois, an Illinois municipal corporation (the "*Village*") and Rosemont Landscaping, LLC, located at 3437 Elder Lane, Franklin Park, Illinois 60131 (the "*Contractor*"). The Village and Contractor shall herein collectively be known as the "*Parties*."

WITNESSETH

IN CONSIDERATION of the mutual covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree, as follows:

PRELIMINARY STATEMENTS

Among the matters of mutual inducement and agreement by the Parties which have resulted in this Agreement are the following:

A. 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

B. The Contractor is in the business of providing grass cutting services; and

C. The Village requires grass cutting services as part of its 2023 Grass Cutting Program for Disabled Property Owners of the Village (the "*Program*"); and

D. The Village and Contractor desire to enter into a contract whereby the Contractor will provide nonexclusive grass cutting service for the Program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Village does hereby contract, promise and agree with the Contractor and the Contractor does likewise contract, promise and agree with the Village, as follows:

SECTION 1. SCOPE OF SERVICES

The Contractor shall provide and perform grass cutting services as part of the Program (the "*Service*"). The Service shall be provided to participants in the Program. The Village shall identify the participants to the Contractor. The list of participants in the Program of which the Contractor shall provide Service may be amended at any time by the Village. The Contractor shall not apply any chemical or fertilizer to any property to which the Service is provided.

SECTION 2. FEES FOR SERVICE

The Village shall pay to the Contractor as full compensation for Service the amount of Twenty Seven Dollars and no/100 (\$27.00) for each property receiving Service from the Contractor to a Program participant; provided that the Contractor shall submit a written, detailed invoice to the Village stating the Service provided, the name of the participant, the address at which the Service was provided, and the date such Service was provided within thirty (30) days of performing the Service.

The Village shall have thirty (30) days from receipt of the invoice to review such invoice and question any charge appearing therein. Any questioned charge by the Village shall be in writing to the Contractor and made within thirty (30) days from receipt of the invoice. The Contractor shall have thirty (30) days following the receipt of such written notification by the Village to provide appropriate documentation to contest any calculation contained in the statement. If the results of such contest shows that any amount paid to the Contractor was less or more than an amount paid, either the Village shall pay to the Contractor the balance of such amount within thirty (30) days of the completion of such contest, or the Contractor shall pay to the Village the amount of any overpayment within thirty (30) days of the completion of such contest, whichever is applicable. In the event that no contest is initiated as set forth above, such payment shall be deemed correct and not subject to contest by the Contractor thereafter.

The Contractor covenants and agrees not to receive, expect or accrue any other form of compensation for the Service for any other services, cost, fee or expense that is directly or indirectly incurred or expended by the Contractor in the performance of the Service, unless such form of compensation is separately and expressly permitted in writing by the Parties, nor further claim entitlement to any such additional form of compensation or benefit not specified herein.

SECTION 3. INSURANCE; HOLD HARMLESS; INDEMNIFICATION

A. Prior to providing any Service, the Contractor shall provide the Village with a Certificate of Insurance for general and comprehensive liability, automobile insurance and excess liability and umbrella insurance in an amount not less than One Million Dollars (\$1,000,000.00), per occurrence, unless such additional coverage is required by law or recommended by industry standard, and as designating the Village as an additional insured party with all the rights of a primary insured. Said insurance shall remain in place during the term of this Agreement. Failure by the Contractor, at any point in time to maintain said insurance coverage or to maintain such under insurance coverage shall not relieve the Contractor of any and all indemnifications, representations, warranties and covenants herein contained. The Contractor expressly understands and agrees that any insurance protection furnished by the Contractor hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to this Agreement.

B. In the event a claim is made against the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, or if the Village, its officers, officials, agents, attorneys, representatives and employees or any of them, is made a party in any

proceeding arising out of or in connection with this Agreement or the Service, or any conduct or work performed by the Contractor, or any of its employees, staff or representatives, Contractor shall indemnify, defend and hold the Village, its officers, officials, agents, attorneys, representatives and employees harmless from and against all claims, liabilities, losses, taxes, judgments, costs, fines, fees, including expenses and reasonable attorney's fees, in connection therewith, in excess of the insurance described above and available for use by the Village and actually received. Any such indemnified person may obtain separate counsel to participate in the defense thereof. The Village and its officers, officials, agents, attorneys, representatives and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required. Further, the Contractor shall be entitled to settle any and all claims for money, in such amounts and upon such terms as to payment as it may deem appropriate, without the prior approval or consent of the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be, provided the Village, its officers, officials, agents, attorneys, representatives and employees as the case may be shall not be required to contribute to such settlement. To the extent permissible by law, the Contractor waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee or representative of the Contractor that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

SECTION 4. RIGHTS OF TERMINATION

The Village and Contractor covenant and agree that the Village shall have the right to terminate this Agreement, in its absolute right with or without cause, after five (5) days written notice to the Contractor. The Village and Contractor further covenant and agree that the Contractor shall have the right to terminate this Agreement, in its absolute right with or without cause, after ten (10) days written notice to the Village.

SECTION 5. GOVERNING LAW

This Agreement shall be governed in all respects by the laws of the State of Illinois. Venue for any and all dispute, claim or litigation arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois, and the Parties expressly agree to submit to such jurisdiction. The Parties further agree to waive their respective rights to a trial by jury.

SECTION 6. RECORDS

The Contractor covenants and agrees to hold all information, records and documents provided by the Village to the Contractor, and any matter relating to any of the forgoing as confidential property of the Village unless said release is required to accomplish the Service. The Contractor covenants and agrees that any work product, materials, documents, records or files undertaken on behalf of the Village, as part of the Service, shall at all times be the sole and exclusive property of the Village, without compensation or any other form of consideration required by the Village to the Contractor and shall provide said on the termination of this Agreement or at any other time requested by the Village.

SECTION 7. GENERAL

A. NO OTHER AGREEMENTS OR REPRESENTATIONS. This Agreement incorporates all agreements and understandings of the Parties as of the date of its execution and each party acknowledges that no representation or warranties have been made which have not been set forth herein.

B. AMENDMENTS AND MODIFICATIONS. No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and signed by the Parties hereto.

C. SUCCESSORS AND ASSIGNEES. This Agreement, or any part of its rights or obligations, shall not be assigned or transferred under any circumstances.

D. SEVERABILITY. If any section, subsection, term or provision of this Agreement or the application thereof shall be invalid or unenforceable, the remainder of said section, subsection, term or provision of this Agreement will not be affected thereby.

E. JOINT AND COLLECTIVE WORK PRODUCT. The language used in this Agreement will be deemed to be chosen by the Parties to express their mutual intent and shall not be construed against the Village, as the otherwise purported drafter of same, by any court of competent jurisdiction.

F. LANGUAGE AND PARAGRAPH HEADINGS. Any headings of this Agreement are for convenience of reference only and do not modify, define or limit the provisions thereof. Words importing the singular number shall include the plural number and vice versa, unless the context shall otherwise indicate.

G. REMEDY. The Contractor hereby covenants and agrees that no recourse or remedy under or upon any obligation contained herein or for any claim in law or equity shall be had personally against Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of the Contractor for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, the Contractor hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered personally against Village officials, officers, employees, agents, attorneys and representatives and, if the Contractor secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by the Contractor, including, but not limited to, court cost, attorneys' fees and witness' fees shall be paid by the Village.

H. REPRESENTATIONS. The Contractor covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency pending, threatened or affecting the Contractor which would impair its ability to perform the Service. The Contractor represents and warrants that it is duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement.

I. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures shall be sufficient unless an original signature is required by a party.

J. NO JOINT VENTURE, AGENCY OR PARTNERSHIP. Nothing contained herein shall be deemed or construed by the Parties hereto, nor by any third party, as creating the relationship of principal and agent or partnership or fiduciaries or of a joint venture between the Parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit contained herein, nor any acts of the Parties hereto, shall be deemed to create any relationship between the Parties hereto.

K. NO THIRD PARTY BENEFICIARIES. Every provision, condition, obligation or benefit of this Agreement or the application or interpretation thereof shall be intended solely for the Parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

L. NOTICE. Any notice, demand, request, waiver or other communication to be given by one party to the other party shall be in writing and shall be given by personal service, delivery by overnight mail delivery service, or by mailing in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the parties at their respective addresses as set forth below. Any such notice shall be deemed to have been given: 1) upon delivery, if personally delivered with an original sent by United States certified mail, postage prepaid on the same date; 2) one day after placement with an overnight mail delivery service; 3) or, if by certified United States Mail, postage prepaid, return receipt requested, two (2) days after placing such in the mail, as follows:

If to Village: Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Lisa Anthony

If to Contractor: Rosemont Landscaping, LLC
3437 Elder Lane
Franklin Park, Illinois 60131

M. CERTIFICATION. The Contractor hereby certifies that the Contractor, its shareholders holding more than five percent (5%) of the outstanding shares of the Contractor, its officers and directors are: (1) Not delinquent in payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1; (2) Not barred from contracting as a result of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-totaling) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4); (3) Not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1. The Contractor further represents and warrants to the Village that as a condition of this Agreement with the Village: (1) The Contractor maintains and will maintain a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*); (2) The Contractor provides equal employment opportunities in accordance with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*); and (3) The Contractor is in compliance with 775 ILCS 5/2-105(A)(4) requiring a written sexual harassment policy.

N. PREVAILING WAGE. Pursuant to the Illinois Prevailing Wage Act, the Contractor agrees to comply with the requirements of 820 ILCS 130/5 *et seq.*, with reference to prevailing rates of wages, if applicable. The Contractor certifies that the wages paid to its employees are not less than the prevailing rate of wages as determined by the Village or the Illinois Department of Labor and shall be paid to all laborers, workers and mechanics performing work under this Agreement and in accordance with the Act, if applicable.

O. LAWS AND REGULATIONS. Contractor, its employees and representatives, shall at all times comply with all applicable laws, ordinances, statutes, rules and regulations, federal, state, county and municipal, particularly those relating to wages, hours, working conditions, and inspections required by any governmental authority for any part of the Services contemplated or performed.

P. SURVIVORSHIP OF REPRESENTATIONS AND WARRANTIES; INSURANCE; HOLD HARMLESS AND INDEMNIFICATION; REMEDY. The indemnifications, representations, warranties, remedies, covenants and agreements contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the Parties that said shall not cease to be in full force and effect upon the termination or expiration of this Agreement but shall survive and be contractually enforceable between the Parties hereto, their grantees, nominees, successors in interest, assignees, heirs, executors or lessors, at all times for a period of fifteen (15) years from the date of termination or expiration of this Agreement.

SECTION 8. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date on which the last party executes this Agreement (the "*Effective Date*"). Failure by the Contractor to execute and return this Agreement to the Village within ten (10) days of the date of its execution by the Village shall automatically void this Agreement and shall result in the immediate termination and cancellation of any obligation of the Parties under this Agreement in its entirety, with no notice to the Parties required to effectuate this provision.

SECTION 9. TERM

The term of this Agreement shall commence as of the Effective Date of this Agreement and expire upon the first to occur: (1) the early termination of this Agreement by any party pursuant to the terms of this Agreement; or (2) at 12:01 a.m. Central Standard Time on the 31st day of December 2023.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the dates specified below in Franklin Park, Cook County, Illinois.

EXECUTED this _____ day of _____ 2023.

Village of Franklin Park, Cook County, Illinois, a municipal corporation.

By: _____
Village President

Attest:

Village Clerk

EXECUTED this _____ day of _____ 2023.

Contractor

By: _____

Its: _____

By: _____

Its: _____



BEST TECHNOLOGY SYSTEMS

Quality Specialists in Bullet Trap
and Shooting Range Maintenance

February 15, 2023

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

Chief Michael Witz
Franklin Park Police Dept.
9545 Belmont Ave.
Franklin Park IL 60131

RE: Shooting Range Maintenance
BTL- 23136

Dear Chief Witz:

The following are proposals for work to be performed on the facility's 6 pt., Patriot Range granular rubber bullet trap and cleaning parts of the shooting range. The services below were quoted to pay your county and state's current prevailing wage rates under the Davis-Bacon Act. These services are to be completed during the facility's budget fiscal year of May 1, 2023, through April 30, 2024.

Proposal 1 (Bullet Trap Inspection, Basic Clean – 4x year)

This proposal is for the maintenance of the bullet trap and cleaning parts of the shooting range. The scope of work is as follows:

- Set up a wash station and regulate the work area.
- Visually inspect bullet trap components for wear/damage, compare with manufacturer's specifications, and inform the owner of any visual defects.
- Replace and/or tighten any loose or missing nuts and bolts on the accessible exterior parts of the bullet trap.
- Inspect the bullet for the proper level of granular rubber.
- Level the granular rubber in the bullet trap so it conforms to the manufacturer's specifications.
- **If the bullet trap is deficient in rubber, the BTS supervisor will inform the owner of how many bags of rubber will be needed.**
- **If new rubber is to be purchased and/or installed, a change order will be needed for the rubber and/or installation on our next routine visit.**
- HEPA vacuum-accessible floor areas underneath the bullet trap.
- Wet-wipe all horizontal and vertical surfaces from the firing line to the back wall and from the bottom of the safety ceiling to the floor.
- HEPA vacuum the shooting range floor.
- HEPA vacuum the first 200 sq. ft. of the door outside the entrance to the shooting range.
- Properly package and label in UUN-DOT-approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- Conduct work in accordance with the attached specifications.

The cost for Proposal 1 for 1 visit will be: \$1,800.00

The cost for Proposal 1 for 4 visits will be: \$7,200.00

The range will be closed for 1 day for the work to be completed.

Proposal 2 (Type II Recycle - In Conjunction)

This proposal is for the maintenance of the bullet trap and cleaning parts of the shooting range. The scope of work is as follows:

- Set up a decontamination unit and regulate the work area.
- **Please note: during this service, your ventilation unit must be running to keep the lead dust contained in the range. The filters may need to be replaced before and after our services.**
- During this recycle the technician will remove approximately 68 cubic feet or 2.5 cubic yards of granular rubber and projectiles per lane concentrating on the target zones. BTS will stop shoveling rubber once there is no more visible lead in the hot spots. This will constitute that approximately half of the rubber material has been removed from the bullet trap. The rubber material removed from the bullet trap will be recycled by special vacuums that will separate most of the spent lead projectiles from the rubber. The granular rubber will then be put back into the bullet trap during the recycling and leveled to the proper slope.
- Supply containers and package the spent lead projectiles for recycling.
- Recycle the spent lead projectiles.
- Properly package and label in UN-DOT-approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 2 will be: \$6,700.00

Proposal 2 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for 2 additional days for this work to be completed.

Proposal 3 (Additional Cleaning – In Conjunction)

This proposal is for additional cleaning on parts of the shooting range and is recommended with proposal 2 the mining of the bullet trap. The scope of work is as follows:

- HEPA vacuum-accessible intake vents over the bullet trap.
- HEPA vacuum and wet wipe the accessible back side surfaces of the first 3 individual rows of ceiling baffles over the bullet trap. (Do not clean all ceiling baffles)
- HEPA vacuum the shooting range walls up to 10 feet.
- Properly package and label in UN-DOT-approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 3 will be: \$1,420.00

Proposal 3 pricing is only valid if completed in conjunction with Proposals 1 and 2.

The range will be closed an additional ½ day for this work to be completed.

Proposal 4 (Supply and Install Granular Rubber – In Conjunction)

This proposal is to supply granular rubber and install it into the bullet trap. The quote is as follows:

- Supply 120 - 50 lb. bags (6,000 lbs.) of granular rubber to refill the bullet trap. Extra bags will be stored behind the bullet trap.
- **Please allow 2 weeks for delivery, after we receive the attached acceptance sheet signed and/or the purchase order.**
- Install the granular rubber into the bullet trap per the manufacturer's specifications.

- Level the bullet trap.
- Properly package and label in UN-DOT-approved containers all cleaning supplies and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The cost for Proposal 4 will be: \$5,620.00

Proposal 4 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for 1 additional day for this work to be completed.

Proposal 5 (Supply and Install Pre-Filters – In Conjunction – 2x)

This Proposal is for BTS to remove, package, supply, and install the range ventilation pre-filters. The scope of work is as follows:

- Remove and package 15 used 24x24x2 pre-filters.
- HEPA vacuum the accessible filter tracks and floor areas under the pre-filters only.
- Supply and install 15 new 24x24x2 pre-filters.
- Properly package and label in UN-DOT-approved containers all range ventilation pre-filters, cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 5 for 1 visit will be: \$590.00

The total cost for Proposal 5 for 2 visits will be: \$1,180.00

Proposal 5 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for an additional 1/2 day for this work to be completed.

Proposal 6 (Supply and Install Intermediate Filters – In Conjunction)

This Proposal is for BTS to remove, package, supply, and install the range ventilation Intermediate filters. The scope of work is as follows:

- Remove and package 15 used 24x24x12 intermediate filters.
- HEPA vacuum the accessible filter tracks and floor areas under the intermediate filters only.
- Supply and install 15 new 24x24x12 intermediate filters.
- Properly package and label in UN-DOT-approved containers all range ventilation intermediate filters, cleaning supplies, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 6 will be: \$3,310.00

Proposal 6 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for an additional 1/2 day for this work to be completed.

Proposal 7 (Supply and Install HEPA Filters – In Conjunction)

This Proposal is for BTS to remove, package, supply, and install the range ventilation HEPA filters. The scope of work is as follows:

- Remove and package 15 used 24x24x12 HEPA filters.

- HEPA vacuum the accessible filter tracks and floor areas under the HEPA filters only.
- Supply and install 15 new 24x24x12 HEPA filters.
- Properly package and label in UN-DOT-approved containers all cleaning supplies, HEPA filters, and personal protective equipment as lead-contaminated hazardous waste created by this project for proper disposal by the owner.
- Conduct work in accordance with the attached specifications.

The total cost for Proposal 7 will be: \$5,785.00

Proposal 7 pricing is only valid if completed in conjunction with Proposal 1.

The range will be closed for an additional 1/2 day for this work to be completed.

Proposal 8 (Disposal of Hazardous Waste - 55 Gallon Drum)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by proposals 1,2, and 3.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA-approved landfill with the proper manifesting.
- With the acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- If an additional drum is required, a change order will be needed for the disposal of the extra waste.

The cost for the disposal of 1 drum will be: \$790.00

Proposal 9 (Disposal of Hazardous Waste - Gaylord Box)

This proposal is for the hauling and disposal of lead-contaminated hazardous waste created by proposals 5,6, and 7.

- The owner will need to store the waste temporarily until our waste transporter picks up the waste for disposal after our last visit at the end of the contract.
- The waste will be disposed of in an EPA-approved landfill with the proper manifesting.
- With the acceptance of this proposal, please provide Best Technology Systems, Inc. with your Federal (USEPA) EPA Identification Number.
- If additional drums or boxes are required, a change order will be needed for the disposal of the extra waste.

The total cost for the disposal of 1 box will be: \$1,695.00

With these proposals, you will receive the following:

1. Lead licensed supervisor and workers.
2. Both EPA and OSHA guidelines will be implemented.
3. Site-specific OSHA compliance plan for range maintenance and waste management.
4. OSHA air monitoring will be analyzed by a third-party laboratory.
5. BTS carries commercial general liability insurance of a two-million-dollar limit per occurrence/two million-dollar aggregate limit and a two-million-dollar umbrella policy. The cost increase will be billed to the client if a higher amount is requested.
6. BTS and our subcontractors carry a one-million-dollar workman's compensation insurance policy. This does not include subrogation. Subrogation can be added at an additional cost.
7. A final documentation package will be sent once BTS receives air sampling and final payment. (Allow 2 or 3 months).

Chief Witz
BTL 23136
February 15, 2023
Page Five

8. Contractor has over twenty-four years servicing bullet traps and shooting ranges.

This quotation is null and void, if not accepted, in writing, and received by Best Technology Systems, Inc. by the beginning of the fiscal year starting May 1, 2023, and services rendered by April 30, 2024. Any modifications to this contract must be completed in writing and signed by both parties. Failure to properly modify will be considered a breach of contract.

If any parts or equipment are quoted in this proposal, please note that there will be a 60–90-day minimum lead time, after we receive the signed acceptance/purchase order, to receive the parts from the manufacturer.

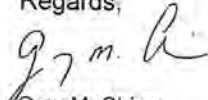
Payment is due within 30 days of the date of the invoice. Late payments will be subject to a fee of 1 ½% per month. The client shall be liable for an attorney and other costs incurred to collect our fees.

If you choose to pay for this service with a credit card, a 3% processing fee will be added to the final invoice.

If you have any questions or comments, please feel free to call me.

Please sign and fax back the attached specification sheet to us at (815) 254-9558 with the proposal(s) of acceptance, or send to Best Technology Systems, Inc. a signed purchase order with the proposal(s) of acceptance.

Regards,



Gary M. Chinn
President

GMC/ng
Attachment



BEST TECHNOLOGY SYSTEMS

Quality Specialists in Bullet Trap
and Shooting Range Maintenance

12024 S. Aero Drive
Plainfield, IL 60585-8796
P 815-254-9554 F 815-254-9558

www.btsranges.com
E-Mail: mail@btsranges.com

MBE Contractor
Asian Minority Owned Business

SPECIFICATIONS

FOR CONDUCTING CLEANING/MAINTENANCE WORK IN INDOOR FIRING RANGES CONTAMINATED WITH LEAD

1. Contractor shall have established programs and if requested, shall submit prior to the start of work a copy of the following OSHA required, and other items:
 - Respiratory Protection Program endorsed by a Certified Industrial Hygienist
 - Medical Surveillance Program
 - Evidence of medical examinations for all workers, including a physician's statement indicating the employee is fit to conduct this type of work
 - Certificates of worker training
 - Reference list demonstrating at least 10 previous projects of similar scope and a minimum of five years of experience in this type of work.
2. Contractor is responsible for complying with the following regulations that govern shooting ranges:

29 CFR 1910.1025 State/Local Regulations that govern shooting ranges
29 CFR 1910.134 40 CFR Parts 261-265
3. Contractor shall provide Customer with commercial/general liability, workmen's compensation and no less than one million dollars in lead pollution liability coverage.
4. Contractor performing repair work, disassembly, re-assembly, alteration, and/or return to service for the bullet trap shall be trained and authorized to perform such work by the original equipment manufacturer.

JOB NAME: Franklin Park PD, IL BTL#: 23136

ACCEPTED: _____ DATE: _____
If there are multiple proposals, please state which proposal(s) you accept.

Proposal 1 _____	Proposal 5 _____
Proposal 2 _____	Proposal 6 _____
Proposal 3 _____	Proposal 7 _____
Proposal 4 _____	Proposal 8 _____
	Proposal 9 _____

Federal EPA#: _____ Tax Exempt #: _____

Please fax or email a copy of your tax-exempt letter with the expiration date, along with this signed acceptance sheet and/or with your purchase order to:

mail@btsranges.com or FX: 815-254-9558



Hampton, Lenzini and Renwick, Inc.

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

February 15, 2023

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

RE: Pacific Avenue Green Infrastructure Improvements- 2023 Rain Garden Maintenance and Monitoring

Dear Mr. McCabe,

Hampton, Lenzini and Renwick, Inc. (HLR) is pleased to provide a one-year proposal for native landscape services for the 14 rain gardens installed in Spring 2023 as part of the Pacific Avenue Green Infrastructure Improvement project in Franklin Park. The project consists of the construction of approximately 10,789 total square feet of rain garden space, equipped with approximately 4,664 native plugs. HLR recommends monthly site visits during the 2023 growing season to complete vegetation maintenance activities. This will help ensure that the rain gardens maintain native floristic quality by limiting competition with undesirable species, and preserving the aesthetic attributes of each rain garden. Maintenance will involve a combination of chemical and mechanical control of non-native, invasive, and weedy species that emerge within the rain gardens. Chemical control involves selective herbicide application to targeted plants. Mechanical control entails trimming tall or drooping vegetation as well as hand pulling undesirable individual plants.

HLR also recommends monthly monitoring inspections. This will aid in protecting the functional integrity of the rain garden. Inspections will include: removal of any trash or debris, noting dead or dying native plugs that require replacement under the one-year warranty, examination of overflow structures, and removal of impediments to stormwater flow. Two optional tasks are also included in this proposal. HLR recommends an environmental scientist be present during the native plantings to ensure that each species is planted in its proper wetness zone. HLR also recommends a mow during the fall or winter to eliminate unattractive dormant plants.

After reviewing the species lists for the 14 rain gardens, HLR recommends three species substitutions:

- Sneezeweed's tall growth habit (3 to 5 feet in height) is not conducive to small planting areas, such as rain gardens.
- Monkey flower is a sensitive species that requires nearly pristine growing conditions.
- Great blue lobelia is difficult to establish in areas prone to fluctuating water levels.

These substitutions and recommendations are summarized in the table below.

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

380 N. Terra Cotta Road, Unit G
Crystal Lake, Illinois 60014
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

Recommended Species Substitutions	
Originally Listed on Plan Set	Recommended by HLR
Sneezeweed (<i>Helenium autumnale</i>)	Swamp Milkweed (<i>Asclepias incarnata</i>)
Monkey Flower (<i>Mimulus ringens</i>)	Blue Flag Iris (<i>Iris virginica shrevei</i>)
Great Blue Lobelia (<i>Lobelia siphilitica</i>)	Blue Vervain (<i>Verbena hastata</i>)

Native Management Techniques

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 wild carrot, burdock, barnyard grass, witchgrass, nut sedge, sow thistle, and Canada thistle. Populations of these species will be controlled by "wick" or directed (shielded spray) application of an approved systemic herbicide when the plants reach leaf/flowering stage, but preferably prior to seed head formation, in early summer.

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

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 an effective means of control for annual species and may be implemented in select areas of the site. Mowing of all dormant vegetation will be conducted for aesthetic purposes if desired. Brushcutters are most effective for mowing small and sloped areas such as rain gardens.

Scope and Fee

2023 Rain Garden Maintenance and Monitoring Tasks	
Task	Costs
Monthly herbicide treatments	\$2,500.00
Monthly mechanical control site visits	\$12,600.00
Monthly monitoring inspections	\$1,500.00
Total	\$16,600.00

2023 Rain Garden Maintenance and Monitoring- Optional Tasks	
Task	Costs
Monitor native plant installation	\$1,600.00
Dormant mowing	\$1,000.00
Total	\$2,600.00

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$16,600.00 in 2023.

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.

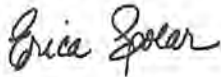
In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant from any damages, liabilities, or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

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 2023 Pacific Avenue Green Infrastructure Improvements- Rain Garden Maintenance and Monitoring activities set forth above.

By _____

Date

Title _____



Hampton, Lenzini and Renwick, Inc.

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

February 17, 2023

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

RE: 2023-2025 Proposal for Nevada Avenue Basin Vegetation Management

Dear Mr. McCabe,

Hampton, Lenzini and Renwick, Inc. (HLR) is pleased to provide this three-year proposal for natural area management services for the detention basin located at the northwest corner of Nevada Avenue and 25th Avenue in Franklin Park, Illinois. This property has historically been paved and used for business and industrial purposes. The recent conversion from pavement to naturalized detention basin requires extensive vegetation management to properly establish native plant communities that provide both functional and aesthetic value. Currently, the basin is in poor condition, with less than 10 percent native species coverage. A lack of maintenance will lead to a heavy invasive seed bank that requires additional years of management to remediate. HLR recommends that the native conversion consist of comprehensive monthly herbicide applications targeting all invasive, non-native, and other undesirable species throughout the growing season. Overseeding with a mix of quick-establishing and competitive native grasses and forbs would follow each year in fall or winter. HLR proposes that monthly intensive herbicide treatments and annual native seed installation be conducted for the first three years of management. The combination of invasive species removal and native species introduction via seed will offer the most effective and efficient course toward a successful native basin conversion.



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 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.

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

380 N. Terra Cotta Road, Unit G
Crystal Lake, Illinois 60014
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

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.

2023 Vegetation Monitoring Tasks	
Task	Costs
Site preparation via mowing and herbicide boom spray	\$2,000.00
Monthly herbicide treatments	\$7,500.00
Overseeding with competitive native grasses	\$2,500.00
Total	\$12,000.00

2024 Vegetation Monitoring Tasks	
Task	Costs
Monthly herbicide treatments	\$7,500.00
Overseeding with competitive native grasses	\$1,500.00
Total	\$9,000.00

2025 Vegetation Monitoring Tasks	
Task	Costs
Monthly herbicide treatments	\$7,500.00
Overseeding with competitive native grasses	\$1,500.00
Total	\$9,000.00

COMPENSATION

Billing Terms

For our services we will be paid the lump-sum amount of \$12,000.00 in 2023, \$9,000.00 in 2024, and \$9,000.00 in 2025.

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.

Village of Franklin Park
2023-2025 Nevada Avenue Basin Vegetation Management
February 17, 2023
Page 6 of 6

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 2023-2025 Nevada Avenue Basin Vegetation Management activities set forth above.

By

_____ Date

Title

VILLAGE OF FRANKLIN PARK

APPLICATION FOR LICENSE TO SELL RAFFLE TICKETS

Date: 2.27.2023

1. Name of Organization: River Grove Lions Club
2. Address: PO Box 15, River Grove, IL. 60171

Street

City/State

Zip Code
3. Mailing Address (if different from above): _____
4. Address of place or area where raffle tickets are to be sold: Underpass
9400 Grand Ave. Franklin Park
5. Check type of organization (attach documentary evidence of good standing)
☐ Religious ☒ Charitable ☐ Labor ☐ Fraternal ☐ Educational ☐ Veteran's organization
6. Has organization been in existence continuously for a period in excess of five (5) year? ☒ Yes ☐ No
7. President of Organization: Manchen, Marjorie 08.23.1960

Last Name

First Name

M/I

Date of Birth
8. Designate member(s), hereinafter known as "operator(s)" who will be responsible for conduct and operation of the drawing: Schammert, Ron 03.05.1969

M/I

Date of Birth

Last Name

First Name

(if more space is needed, attach additional sheets)
9. List of prizes and aggregate value of each and list maximum retail value: _____
\$500.00, \$500.00, \$1000.00
10. Total aggregate value of all winnings: \$2000.00
11. Total maximum retail value of all winnings: na
12. Time span in which the chances will be sold: Present - March 12, 2023
13. Location(s) at which the chances will be sold: Underpass 9400 Grand Ave.
14. Method of determining the winner(s) of the raffle: Number wheel
15. Time, date and location of drawing of winner(s): March 12, 2023 1:00pm - 6:00pm
16. The maximum amount charged for chances for the raffle: \$5.00 - \$10.00

CERTIFICATION

The undersigned attest that the above named organization is organized not-for-profit under the laws of the State of Illinois and has continuously been in existence for five (5) years, proceeding the date of this application, it has maintained a bonafide membership actively engaged in carrying out its objectives. The undersigned further states under penalty of perjury that all statements contained in the foregoing application are true and correct, that all officers, operators, employees of said organization, whether compensated or not, all persons active in or employed by any firm or corporation having a proprietary, equitable, or credit interest in the organization and all persons participating in the management or operation of the raffle are all of good moral character, that none of the aforesaid persons have been convicted of a felony and that none of the aforesaid persons are currently nor have they ever been a professional gambler or gambling promoter.

River Grove Lions Club

Name of organization

Marjorie A. Manchen

President

Kristy C Flynn

Secretary

Operator

Operator

Operator

Signature: KC Flynn
Kristy C Flynn (Feb 27, 2023 13:30 CST)

Email: lionkristyrg@gmail.com

Signature: Marjorie A. Manchen
Marjorie A. Manchen (Feb 27, 2023 14:10 CST)

Email: rgionmarjorie@gmail.com

FP_River Grove Lions Club St Patrick's Fundraiser 2023

Final Audit Report

2023-02-27

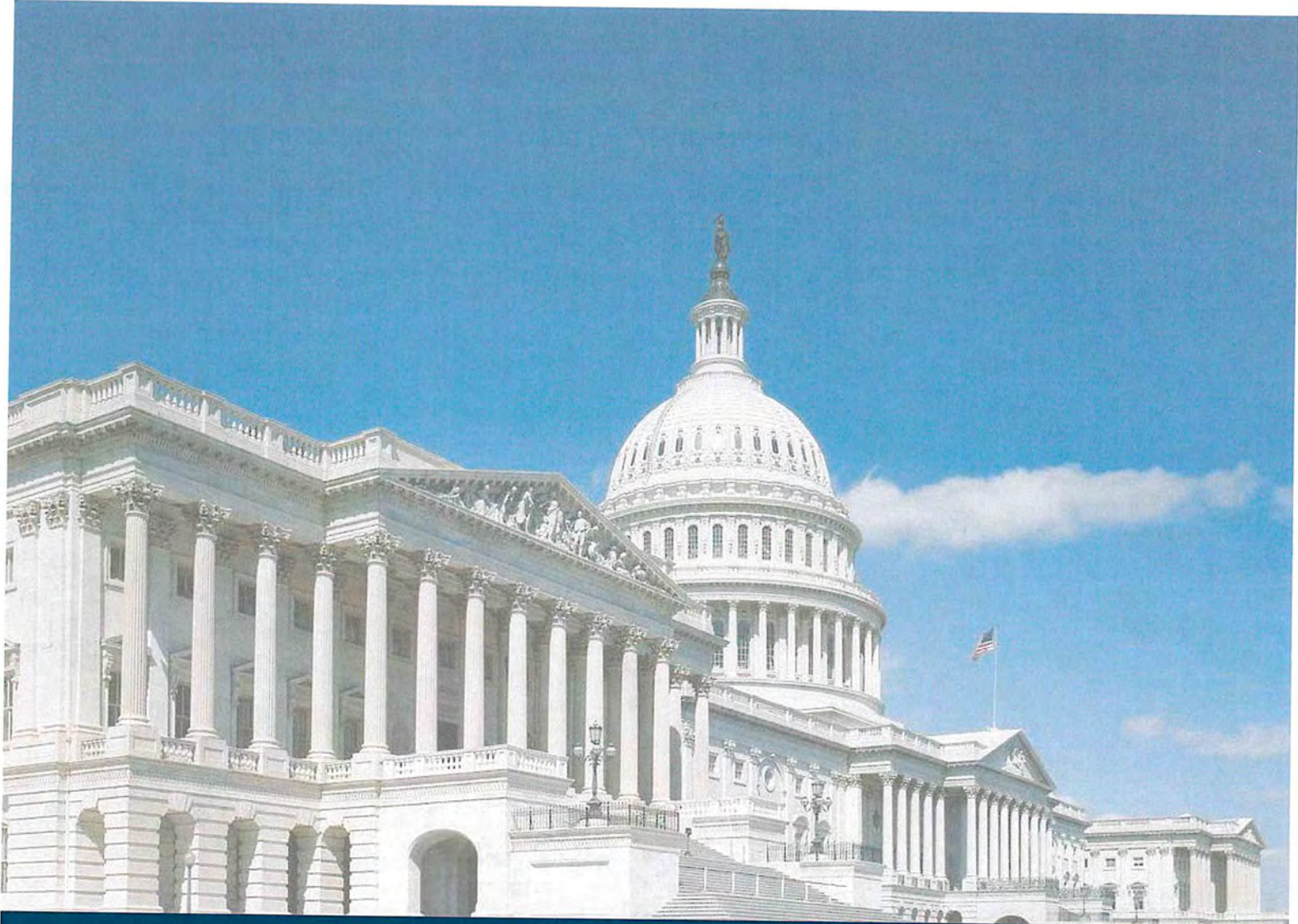
Created:	2023-02-27
By:	Gina Leder (gleder@rivergroveil.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAKIdu9QCjkZidLTvVkeaRaFNCxbYx8wxg

"FP_River Grove Lions Club St Patrick's Fundraiser 2023" History

-  Document created by Gina Leder (gleder@rivergroveil.gov)
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-  Document emailed to lionkristyrg@gmail.com for signature
2023-02-27 - 6:54:38 PM GMT
-  Email viewed by lionkristyrg@gmail.com
2023-02-27 - 7:16:13 PM GMT
-  Signer lionkristyrg@gmail.com entered name at signing as Kristy C Flynn
2023-02-27 - 7:30:31 PM GMT
-  Document e-signed by Kristy C Flynn (lionkristyrg@gmail.com)
Signature Date: 2023-02-27 - 7:30:33 PM GMT - Time Source: server
-  Document emailed to rgionmarjorie@gmail.com for signature
2023-02-27 - 7:30:34 PM GMT
-  Email viewed by rgionmarjorie@gmail.com
2023-02-27 - 8:08:56 PM GMT
-  Signer rgionmarjorie@gmail.com entered name at signing as Marjorie A. Manchen
2023-02-27 - 8:10:38 PM GMT
-  Document e-signed by Marjorie A. Manchen (rgionmarjorie@gmail.com)
Signature Date: 2023-02-27 - 8:10:40 PM GMT - Time Source: server
-  Agreement completed.
2023-02-27 - 8:10:40 PM GMT



Adobe Acrobat Sign



PROPOSAL FOR GOVERNMENT RELATIONS SERVICES

Prepared for the Village of Franklin Park, Illinois

McGuireWoods Consulting
Gregory Bales | 219-201-3923 | gbales@mwcllc.com

March 1, 2023

TO: Village of Franklin Park
FROM: McGuireWoods Consulting
DATE: March 1, 2023
RE: **Federal Government Relations Services**

The Village of Franklin Park (the Village) is a diverse community of more than 18,000 residents. Located near O'Hare Airport and divided by multiple rail lines, the community has numerous infrastructure priorities that could use government support. Now, represented by two separate members of the U.S. House, the Village will need even more help advocating for its priorities in Washington. McGuireWoods Consulting LLC (MWC) is well-positioned to lobby those U.S. House members and U.S. Senators.

MWC would provide federal lobbying and consulting services to the Village of Franklin Park, and with congressional directed spending (earmarks) applications opening immediately, now is the time to engage. Long term, MWC can help the Village develop a cohesive lobbying strategy, facilitate meetings and engagement across all branches of government, seek out funding from federal agencies, and ensure the Village is represented in Washington D.C. when decisions are being made.

Pricing and Terms

MWC will assist the Village of Franklin Park in lobbying the United States Congress and federal agencies. The period of this engagement will begin March 15, 2023.

To effectively represent Lake County, MWC suggests a monthly retainer of \$3,500. This fee will cover all MWC's expenses, and no additional reimbursement will be sought for operational expenses, travel to/from the U.S. Capitol or the state capitol, transportation, food, *per diem*, etc. No additional expenses will be billed to the Village without the village's express consent prior to such expenses being incurred.

Firm Overview

McGuireWoods Consulting is a leader in developing innovative and strategic ways to serve our clients. Founded in 1998 as a full-service public affairs firm, our consultants provide federal, state and local government relations, national/multistate strategies, infrastructure and economic development, strategic communications and grassroots issue management services. We work in close partnership with our clients, providing seamless and savvy strategies to achieve public affairs objectives and increase federal- and state-level influence.

Unlike many public affairs firms with Washington offices, we have extensive state-level and national practice teams that complement our strong federal group and our professionals work together across all levels of government to optimize results for our clients. We have a broad and diverse array of relationships and contacts with key government officials and agencies, influential former officeholders and staffers, and organizations that impact both public policy and the regulatory process.

While we specialize in helping clients craft workable policy proposals, solve major public policy challenges and advocating our clients' positions on governmental issues, we bring distinct value through multifaceted message development and issue advocacy strategies that help convert the proposals into law. Our team includes registered state or federal lobbyists and consultants with media relations experience and/or expertise in grassroots mobilization, issue campaigns, and coalition building.

McGuireWoods Consulting also possesses the ability to tap the vast substantive knowledge of our McGuireWoods' attorneys. This makes for a potent combination that few firms can match. With the law firm, McGuireWoods Consulting uses client-focused teams to serve public, private, government, and nonprofit clients. We pride ourselves on partnering with clients by listening to their needs, understanding their businesses, and utilizing this knowledge base to provide efficient service.

No matter the issue, we will understand the policy debate, the political context, and the process in which matters of great importance to our clients will be decided.

How We Can Help You: Federal Government Relations

Founded in 1998, McGuireWoods Consulting LLC, subsidiary of the McGuireWoods law firm, is a full-service public affairs firm offering federal, state, and local government relations, infrastructure and economic development, strategic communications and grassroots mobilization services. Our federal public affairs team has significant experience developing and executing integrated public affairs solutions that yield measurable results for our clients. Members of our team skillfully employ tailored strategies and innovative approaches necessary to shape federal policy on behalf of our clients' business goals. We also monitor and engage the full spectrum of committees and agencies influencing the issue at hand to ensure that we garner bipartisan support. In addition, we proactively identify where federal action could harm client interests, and then strategically deploy our team to build widespread support for positive initiatives to thwart proposals that jeopardize a sound policy environment. A nationally recognized team of skilled public affairs professionals, we understand the

legislative process and leverage our substantive expertise across industries to protect our client's interests every step of the way. Our team offers clients the talents of a deep bench of former federal legislators, chiefs of staff, advisors, and government affairs professionals, who collectively draw upon their Capitol Hill experience and insights to meet our client's business needs.

Since congressionally directed funding – frequently referred to as earmarks – returned in 2021, McGuireWoods Consulting has helped several clients harness federal funding totaling millions of dollars. Successful projects range from program expansions for a higher education institution to significant infrastructure improvements for large county government.

Entities typically must submit funding requests to individual Congressional offices during the January – March timeframe to be considered for the congressionally directed spending process. Each office will have its own unique process and strategy for soliciting, approving, and submitting the Congressional Member's "wish list" of projects.

This is a competitive process, and Congressional offices receive hundreds of requests. Funding requests most likely to succeed are those submitted early, strategically crafted to fit the political and policy landscape, and accentuated through sustained Congressional engagement.

In addition, competitive grant opportunities are being released now from both the Bipartisan Infrastructure Law and Inflation Reduction Act. Members of our team have helped clients align Congressional support behind competitive grant opportunities available through these pieces of legislation.

Our team has also worked with local government clients to identify federal financing through loans and loan guarantees. In many cases, local government entities can receive sub-allocations from state governments. With offices in Washington, D.C., and across the country, our team is uniquely positioned to assist entities with securing such allocations.

Public Entities: Securing Federal Funds for 2023 and Beyond Starts Now

Now is the time for local governments, higher education institutions, development authorities and other public entities to best position yourself to harness the once-in-a-generation federal funding flowing out of Washington, D.C. The return of congressionally directed spending, the Bipartisan Infrastructure Law and the Inflation Reduction Act present public sector entities three unique opportunities to fund needed projects.

1. Congressionally Directed Spending is Here to Stay in Congress

In 2021, Congressional leaders [announced the return of](#) congressionally directed spending, or earmarks, after a decade-long moratorium. Consequentially, a diverse set of public entities were granted license to petition individual lawmakers for government funding, in amounts ranging from tens of thousands of dollars to as high as the tens of millions. The incoming House Republican

majority recently announced that they would continue the congressionally directed spending program, though process and approval may differ for the 118th Congress.

2. Bipartisan Infrastructure Law (BIL)

In November 2021, President Biden signed the Infrastructure Investment and Jobs Act (P.L. 117-58), formally enacting the Bipartisan Infrastructure Law (BIL). The BIL provides \$973 billion over five years from Fiscal Year (FY) 2022 through FY 2026, including \$550 billion in new investments for all modes of transportation, water, power and energy, environmental remediation, public lands, broadband and resilience.

3. Inflation Reduction Act (IRA)

Biden signed the Inflation Reduction Act of 2022 (IRA) into law in August 2022. The bill includes \$790 billion in revenue and savings to fund federal deficit reduction and approximately \$485 billion in new spending, which includes some \$385 billion in new energy and climate-related programs over 10 years and \$100 billion to pay for a three-year extension of the Affordable Care Act healthcare premium tax credits. Some examples of funding opportunities for public sector entities include:

- \$760 million for grants to state, local, and tribal governments, and other entities to support accelerated siting of interstate electricity transmission lines;
- \$7 billion for use through September 2024 in competitive grants to states, municipalities, and tribes for providing grants, loans, or other forms of financial assistance, as well as technical assistance, to enable low-income and disadvantaged communities to deploy or benefit from zero emissions technologies, including distributed technologies on residential rooftops, and to carry out other GHG emissions reduction activities;
- \$3 billion for Neighborhood Access and Equity Grants to reconnect communities divided by existing infrastructure barriers, mitigate negative impacts of transportation facilities or construction projects on disadvantaged or underserved communities, and support equitable transportation planning and community engagement activities;
- \$1 billion to cover cost of zero emission school buses, garbage trucks, and mass transit buses; and

\$1 billion for improving energy efficiency, water efficiency, or climate resilience of affordable housing. Public housing authorities can participate.

Our Team



Gregory Bales, Senior Vice President | McGuireWoods Consulting LLC
219-201-3923 | gbales@mwllc.com

Before joining the firm, Greg Bales worked for U.S. Senate Majority Whip Richard J. Durbin for more than a decade, serving as senior advisor in the Senator's government office as well as his campaign manager for his 2020 reelection. During his time with

the Senator, he oversaw special projects throughout Illinois, and worked as a liaison to elected officials, businesses, community organizations, and other constituencies across the state.

Prior to joining Senator Durbin's staff, Greg worked as a policy advisor for the Illinois Department of Transportation. He was a staffer for former Illinois Congresswoman Debbie Halvorson, and he has worked on numerous political campaigns in California, Illinois, and Indiana. Before managing Senator Durbin's recent reelection, Greg took leave to elect Illinois Congressman Sean Casten to his first term, and served as Illinois state director for Secretary Hillary Clinton's Presidential campaign.

Greg's relationships span across the state, including the Illinois Congressional delegation, the Illinois General Assembly, City of Chicago, Cook County government, and in numerous municipalities and local units of government. Greg has concentrated on infrastructure funding, economic development, and earmarks. He has worked with Illinois General Assembly leadership on legislative language to ensure millions of dollars in federal funding for election security were allocated to cybersecurity; managed multi-million-dollar campaign budgets; pitched stories and gone on the record with the media; and lobbied for state funding for public transit.



Thomas F. Londrigan Jr., Director and Senior Vice President
217-638-7031 | tlondrigan@mcguirewoods.com

Tom has been with McGuireWoods since 2005 and works out of both the Chicago and Springfield Office. He has represented clients before both the General Assembly and the Governor's Administration.

Tom opened the Illinois McGuireWoods Consulting Office in 2005 and it has grown to be one of the largest government affairs firms in the state with capabilities to serve clients in the State Capitol and before the Governors' Administration as well as the City of Chicago and Cook County.

Tom has been successful in passing legislation to enhance tax incentives for multiple industries. He has worked on behalf of the health insurance industry in shaping healthcare policy as well as on behalf of a variety of healthcare providers and hospitals. In addition, Tom has worked for a variety of alternative energy projects including wind power, coal mining operations, coal gasification and sequestration.

As part of his procurement practice, Tom has assisted many vendors and potential vendors of Illinois government agencies in navigating the complex procurement rules and regulations, the variety of ethics requirements and restrictions, and the State's procurement protest procedures.

Former acting general counsel to the Office of the Governor, Tom was responsible for managing several hundred administration attorneys and outside counsel in addressing legal issues presented before the state. In addition to his legal duties, he was the Governor's policy lead on telecommunications, electric deregulation, and prescription drugs. Prior to that, Tom was the Governor's legislative legal counsel. In that capacity, he reviewed all legislation passed by the General Assembly for the Governor's signature and penned the veto messages on behalf of the Office of Governor.

Tom managed his own civil litigation firm for seven years, worked for U.S. Sen. Richard J. Durbin when Senator Durbin was a member of the House of Representatives, and served as legal counsel to the Illinois Senate. In 1996, Tom was a candidate for the Illinois State Senate in the 50th District.



Mona Mohib, Senior Vice President
202-857-2912 | mmohib@mwcllc.com

Mona is a senior vice president in the Federal Public Affairs group at McGuireWoods Consulting (MWC) where she advises clients on a variety of issues and helps strategize their engagement with the U.S. Congress and the Biden Administration. Mona has been recognized by The Hill as one of the top lobbyists of 2018, 2019, 2020 and 2021. She is also a member of the firm's national practice where she serves as a primary liaison with Democratic state and local elected officials across the country. She also is co-chair of the MWC Pro Bono Committee and is a member of the McGuireWoods LLP Diversity and Inclusion Committee.

Prior to McGuireWoods Consulting, Mona was the director of policy and communications at the Democratic Governors Association. She also served in the Clinton/Gore Administration where she was associate director for the Office of Intergovernmental Affairs at the White House and was director of the Office of Intergovernmental Affairs at the U.S. Department of Labor under Secretary Alexis Herman.

Mona has more than 20 years of campaign and political experience. She has been involved in five presidential campaigns. She has also served as an advisor to Pennsylvania Governor Edward G. Rendell's re-election campaign and as Policy Director to Dan Malloy's first campaign for Governor of Connecticut. She also was political director for former Vice President Al Gore's political action committee Leadership '02. There she developed political strategies for the former vice president to support Democratic candidates nationally.

Mona is on the Executive Board of the Asian American Action Fund, a political organization dedicated to empowering Asian Americans and Pacific Islanders across the United States. She was also a member of the Democratic National Committee for eight years during which time she was Vice-Chair of the Asian American and Pacific Islander Caucus. She continues to serve as a surrogate speaker on behalf of the party.

March 1, 2023

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

Dear Village of Franklin Park

Thank you for the opportunity to work with the Village of Franklin Park ("**CLIENT**"). This letter of standard terms and conditions constitutes the proposal of McGuireWoods Consulting, LLC ("**MWC**") for such work, and, with your approval on behalf of **CLIENT**, will constitute our agreement (the "**Agreement**").

1. Nature and Scope of Representation: MWC will provide **CLIENT** with the following services in **Illinois and Washington D.C.:**

- MWC will provide lobbying and consulting services to the Village of Franklin Park that includes engagement with Congress, the Biden Administration, federal agencies, and other federal entities as deemed pertinent.

Our client is the person or entity identified in this letter and does not include any affiliates of such person or entity (i.e., if you are a corporation, partnership, or association, any corporate parents, subsidiaries, affiliates, employees, members, officers, directors, shareholders or partners of the corporation or partnership, or commonly owned corporations or partnerships) unless we have expressly agreed to such representation. However, MWC will treat information shared by **CLIENT** about its affiliates in the course of this representation as confidential information subject to the confidentiality obligations of MWC pursuant to this Agreement.

2. Fees: MWC will provide the above described services for a fee of \$3,500 per month.

3. Expenses: The above fee will cover all MWC's expenses, and no additional reimbursement will be sought for operational expenses, travel to/from the U.S. Capitol, transportation, food, per diem, etc. No additional expenses will be billed to **CLIENT** without the company's express consent prior to such expenses being incurred.

4. Period of Agreement: The period of this engagement will begin on March 15, 2023 (the "Anniversary Date") and end on March 15, 2024. Thereafter, this Agreement will continue on a month-to-month basis under the same terms and conditions unless (i) otherwise agreed in writing by the parties, or (ii) this Agreement is terminated pursuant to the section titled "Termination".

5. Terms of Payment: Monthly fees and expenses will be due and payable on the first day of each month in which services are to be rendered. MWC will provide an invoice on or before the beginning of each month for the monthly fee plus any expenses incurred as of the date of invoice. For any bill not paid within sixty (60) days after it is rendered, MWC reserves the right to

impose a late charge of one and one-half percent (1.5%) per month from the date it is rendered. All bills will be in a summary form showing in general terms the services provided.

6. **Termination:** This Agreement is subject to termination by either party upon thirty (30) days' written notice, unless otherwise agreed to by the parties in writing. In the event of termination, MWC's final bill for services performed through the effective date of termination will be on a prorated monthly basis based upon the monthly fee unless the parties have otherwise agreed in writing. **CLIENT** agrees that if a conflict of interest arises between **CLIENT** and another MWC client that cannot be resolved by mutual agreement of the parties, this Agreement may be terminated immediately by either party upon written notice.

7. **Independent Contractor Status:** MWC will serve as an independent contractor with the authority to control and direct the performance of the details of the services to be provided following appropriate consultation with **CLIENT** or its representatives.

8. **Personnel:** Greg Bales will be the primary contact for this engagement. At its discretion, MWC may use additional MWC staff to provide services under this Agreement. MWC will not subcontract the services provided under this Agreement without **CLIENT**'s written consent.

9. **Confidentiality:** All discussions between representatives of **CLIENT** and MWC staff and the nature of our relationship are confidential unless permission is expressly given by **CLIENT** or its representatives to disclose such information. Such confidentiality will survive the termination or expiration of this Agreement.

10. **Lobbyist Registration:** The provision of government relations services may require the registration of MWC personnel as lobbyists on behalf of **CLIENT**. **CLIENT** agrees to cooperate with MWC to provide any required information in order to timely file or amend a registration statement and any resulting lobbying disclosure statement. **CLIENT**'s duty to cooperate with completing the required lobbying disclosure statements will survive the termination or expiration of this Agreement.

11. **Representative Clients:** From time to time, MWC may furnish a list of representative clients to prospective clients or in marketing materials describing MWC's services. The listing is by name alone and does not contain any confidential information gained in MWC's representation of **CLIENT**. Please inform the MWC contact listed in this Agreement if you do not wish MWC to include **CLIENT** in a list of representative clients in such marketing materials.

12. **No Attorney-Client Relationship Established:** MWC is a wholly owned subsidiary of the law firm McGuireWoods LLP ("McGuireWoods law firm"). Occasionally lawyers at the McGuireWoods law firm provide non-legal services to MWC clients, but MWC does not provide legal services or advice, nor does this Agreement include the provision of legal services by the McGuireWoods law firm or give rise to an attorney-client relationship between the McGuireWoods law firm and **CLIENT**. No communications with anyone at the McGuireWoods law

March 1, 2023

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firm will be protected by the attorney-client privilege unless **CLIENT** hires the law firm to provide legal services. This Agreement does not affect the attorney-client relationship, or the privileged nature of any communications, between **CLIENT** and the McGuireWoods law firm pursuant to a separate engagement for legal services, whether established before or after the date of this Agreement. If **CLIENT** desires legal services, **CLIENT** may enter into a separate engagement with the McGuireWoods law firm; it is not necessary for **CLIENT** to engage the McGuireWoods law firm in order to obtain MWC's services, or vice versa.

13. Conflicts of Interest: **CLIENT** acknowledges that it is engaging MWC and is not represented by the McGuireWoods law firm under this Agreement, and **CLIENT** consents to the McGuireWoods law firm's representation of other persons and entities on legal matters, including litigation, that may adversely affect **CLIENT's** interests, directly or indirectly, but are unrelated to the specific representation **CLIENT** has asked MWC to undertake on its behalf. Additionally, **CLIENT** consents to MWC's representation of other persons and entities on matters unrelated to the specific representation **CLIENT** has asked MWC to undertake on **CLIENT's** behalf under this Agreement and that may adversely affect **CLIENT's** interests, directly or indirectly.

14. Limitation of Liability: MWC's maximum liability relating to services rendered under this Agreement (whether in tort, contract, strict liability, or otherwise) will be limited to the fees paid to MWC for the portions of its services giving rise to liability. In no event will MWC be liable for any consequential, special, indirect, incidental, or punitive damages or expenses (including, without limitation, lost profits, opportunity costs, etc.), even if it has been advised of the possible existence of such damages. This provision will survive the termination or expiration of this Agreement.

15. Assignment: Neither party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

16. Amendment: Any amendment to this Agreement must be mutually agreed to in writing by both parties.

17. MWC Contact: Please direct all notices relating to this Agreement, or questions about the services provided, to Greg Bales at gbales@mwcllc.com.

If the foregoing terms are agreeable to you, please sign below to indicate your approval of this Agreement on behalf of **CLIENT** and return the signed version to me at gbales@mwcllc.com. If you do not return a signed Agreement but continue to instruct us on this engagement, that will constitute your acceptance of these terms. We look forward to working with you.

Sincerely,

March 1, 2023

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McGUIREWOODS CONSULTING LLC

By: _____

Greg Bales

Senior Vice President

Approved on behalf of CLIENT:

[Client Contact Name]

[Title]

[Client Company Name]

By: _____ Date: _____

February 24, 2023

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

Mr. McCabe,

Metro Strategies Group understands the Village of Franklin Park is in need of project and funding management assistance for the Franklin Avenue Project and is excited about the opportunity to provide these services to the Village. We are confident that we can help the Village successfully implement the Franklin Avenue project based on our extensive experience working with the Illinois Department of Transportation (IDOT), North Central Council of Mayors and the different funding resources.

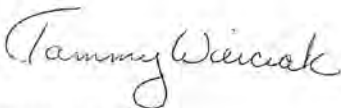
We understand that the Village has received several funding awards from different agencies (Invest in Cook, STP-Local, National Highway Freight Program and CMAQ) for the various phases of the project. We will work closely with the Village, its consulting engineers, the North Central Council of Mayors and IDOT to:

- Research current documentation status
- Work to ensure that all IDOT required forms are correct and updated as needed
- Coordinate meetings with IDOT as needed
- Address CMAP's TIP database so that funding is accurately reflected
- Assist with completing required project and funding reporting

We propose to provide these services on an hourly basis of \$185 per hour with a total not-to-exceed fee of \$15,000 with regular progress updates. If the Village requires additional assistance beyond this not-to-exceed fee, Metro Strategies Group can provide an estimated fee for extending services.

Please let me know if you have any questions about the above proposal. We are thrilled by this chance to help the Village implement the Franklin Avenue project and are happy to answer any questions you may have.

Sincerely,



Tammy Wierciak
Principal

