

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
6.03.24**

<u>Payroll Ending 5/24/2024</u>	<u>5.24.24</u>	<u>TOTALS</u>
Village Portion of Social Security Reg Payroll	12,341.12	
Village Portion of Medicare Reg Payroll	8,080.03	
Village Portion of Medicare PD & FD Buy Back Payroll	1,654.17	
Police & Fire Buy Back	583,571.00	
	<u>114,082.99</u>	
Total Payroll Expense	719,729.31	\$ 719,729.31
<u>Manual Checks & Wires</u>		
Manual Checks	<u>175.00</u>	
Total Manual Checks		\$ 175.00
<u>ACH Debits</u>		
Health Insurance Premium	270,624.40	
City of Chicago (Water Payment)	<u>308,537.60</u>	
Total ACH Debits		\$ 579,162.00
Payable Vouchers		
Payable Voucher 06-7-24	<u>1,070,626.56</u>	
Total Payable Vouchers		\$ 1,070,626.56
Grand Total Payments		\$ 2,369,692.87

Accounts Payable

Computer Check Proof List by Vendor

User: cperez
 Printed: 05/30/2024 - 3:31PM
 Batch: 00207.06.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3443	IST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PSI698678	Black liners, towels, toliet papers	939.39	06/07/2024	10-90-62680	
PSI699117	Soaps	198.17	06/07/2024	10-90-62680	
	Check Total:	1,137.56			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 2	ACH Enabled: False
148733/1	Propane (reimbursed)	50.49	06/07/2024	10-30-62050	
148917/1	Sanding sheets, electrical tape, fasteners	48.40	06/07/2024	10-30-80570	
148929/1	Stain & paint equipment	111.54	06/07/2024	10-30-62050	
148934/1	Stain & paint equipment	191.97	06/07/2024	10-30-62050	
149106/1	Fasteners	4.03	06/07/2024	10-30-50110	
	Check Total:	406.43			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 3	ACH Enabled: False
148953/1	garbage bags, screwdrivers, cement margins, tow	107.24	06/07/2024	34-01-62680	
148988/1	Self- drills	16.70	06/07/2024	34-01-62680	
149036/1	Nuts, screwdriver, bit holder set	169.85	06/07/2024	34-01-62680	
	Check Total:	293.79			
Vendor: 1264	ACE HARDWARE - STREETS			Check Sequence: 4	ACH Enabled: False
147933	open credit	-30.79	06/07/2024	10-90-62680	
148902/1	Soap, sponges, spray	41.52	06/07/2024	10-90-62680	
148903/1	Carton tapes, tapes	86.64	06/07/2024	10-90-62680	
148920/1	Plants	165.97	06/07/2024	10-90-62715	
149011/1	Motor oil, super glue, socket	21.27	06/07/2024	10-90-62680	
149089/1	Brushes	24.24	06/07/2024	10-90-62680	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	308.85			
Vendor: 3364 1245111-05-2024	ADP SCREENING & SELECTION Monthly screening services, May2024	32.32	06/07/2024	Check Sequence: 5 10-60-60000	ACH Enabled: False
	Check Total:	32.32			
Vendor: 4590 3013133540May24 3013133551May24	AEP ENERGY 3010 Mannheim 3013133540 4/3-5/2/2024 0 N Belmont 30133133551 4/9-5/9/2024	22,784.75 822.44	06/07/2024 06/07/2024	Check Sequence: 6 19-01-62330 19-01-62330	ACH Enabled: False
	Check Total:	23,607.19			
Vendor: 3050 206597 206598	AIR ONE EQUIPMENT, INC. Firefighting boots Electric PPV fan, RIT bag	429.00 3,575.00	06/07/2024 06/07/2024	Check Sequence: 7 10-30-62180 10-30-80570	ACH Enabled: False
	Check Total:	4,004.00			
Vendor: 0149 798326 798327	AL PIEMONTE FORD SALES, INC. Turn signal switch #215 Molding clips #236	60.41 8.24	06/07/2024 06/07/2024	Check Sequence: 8 08-01-50034 08-01-50034	ACH Enabled: False
	Check Total:	68.65			
Vendor: 3495 207246	ALEXANDER EQUIPMENT COMPANY Ear muffs, chipper knives	704.00	06/07/2024	Check Sequence: 9 10-90-62070	ACH Enabled: False
	Check Total:	704.00			
Vendor: UB*00691	ALLIANCE PAPER AND FOODSERVICE, INC Refund Check 067612-000, 11056 ADDISON Refund Check 067612-000, 11056 ADDISON	516.01 840.92	05/17/2024 05/17/2024	Check Sequence: 10 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	1,356.93			
Vendor: 1941 P6AC0100582 P6AC0100687	ALTORFER INDUSTRIES CAT Seal element Seals	53.99 28.50	06/07/2024 06/07/2024	Check Sequence: 11 08-01-50090 08-01-50090	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	82.49			
Vendor: 0389 249858	ANDAX 20 gallon tank trap, 65 gal chem trap	371.59	06/07/2024	Check Sequence: 12 10-30-80570	ACH Enabled: False
	Check Total:	371.59			
Vendor: 2809 23040	ARTISTIC ENGRAVING Badges, hat shields, repairs	2,148.75	06/07/2024	Check Sequence: 13 10-20-60331	ACH Enabled: False
	Check Total:	2,148.75			
Vendor: 3832 7888999803	AT&T Franklin Park water tower May	734.22	06/07/2024	Check Sequence: 14 10-02-51200	ACH Enabled: False
	Check Total:	734.22			
Vendor: 5242 847451129205 847671155605	AT&T Multiple Norcomm single line charges for May Alarm circuits and multiple single lines for May	216.35 388.85	06/07/2024 06/07/2024	Check Sequence: 15 10-02-51200 10-02-51200	ACH Enabled: False
	Check Total:	605.20			
Vendor: 0925 2584 2596 2599 2600 2603 2604 2610	BELLWOOD ELECTRIC MOTORS, INC. To replace drive shaft bearings from pump #2 Service to pull pump #2 from Taft lift station To remove grease and install new grease to moto To remove pump #2 from Fullerton lift station Disassemble, wash, replace bearings, new seals, Service to install pump #2 at Taft lift station Disassemble, wash, replace bearings, new seals,	4,200.00 3,400.00 4,900.00 3,200.00 7,300.00 3,200.00 7,300.00	06/07/2024 06/07/2024 06/07/2024 06/07/2024 06/07/2024 06/07/2024 06/07/2024	Check Sequence: 16 34-01-62920 34-02-50940 34-01-62920 34-02-50940 34-02-50940 34-02-50940 34-02-50940	ACH Enabled: False
	Check Total:	33,500.00			
Vendor: 8889 050924	BELMONT FUNERAL HOME Body removals	2,675.00	06/07/2024	Check Sequence: 17 10-20-62170	ACH Enabled: False
	Check Total:	2,675.00			
Vendor: 1696	Blue Cross Blue Shield			Check Sequence: 18	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
J113402601	Ambulance overpymnt for claim on 2/8/24	1,483.20	06/07/2024	10-30-31050	
	Check Total:	1,483.20			
Vendor: 1571 8807366	BRADY INDUSTRIES Soaps	276.45	06/07/2024	Check Sequence: 19 10-20-52600	ACH Enabled: False
	Check Total:	276.45			
Vendor: 3378 0104687	BYRNE SOFTWARE TECHNOLOGIES INC Professional services on Accela 4/27-4/30/2024	210.00	06/07/2024	Check Sequence: 20 10-02-81000	ACH Enabled: False
0104744	Professional services on Accela 5/4-5/10/2024	70.00	06/07/2024	10-02-81000	
0104764	Professional services on Accela 5/1-5/3/2024	70.00	06/07/2024	10-02-81000	
0104829	Professional services on Accela 5/11-5/17/2024	1,120.00	06/07/2024	10-02-81000	
	Check Total:	1,470.00			
Vendor: 1895 RD73670	CDW GOVERNMENT, INC. Laptop warranty for Engineering	209.82	06/07/2024	Check Sequence: 21 10-02-80001	ACH Enabled: False
	Check Total:	209.82			
Vendor: 4252 1301153-01	CHICAGO SPENCE TOOL & RUBBER Lockwashers, flat washers, HHCS	158.00	06/07/2024	Check Sequence: 22 10-90-62610	ACH Enabled: False
	Check Total:	158.00			
Vendor: 2929 092116791000	CHICAGO TRIBUNE MEDIA GROUP Schiller Blvd listing #7609649	148.05	06/07/2024	Check Sequence: 23 10-18-51840	ACH Enabled: False
	Check Total:	148.05			
Vendor: 0968 10 61H14-24	CHRISTOPHER B. BURKE ENGINEERING, LTD. Front st/Carnation st connector 3/31-4/27/24 Franklin Ave Phase III engineering 3/31-4/27/24	12,546.33 54,677.58	06/07/2024 06/07/2024	Check Sequence: 24 52-01-82800 65-10-54600	ACH Enabled: False
	Check Total:	67,223.91			
Vendor: 0042 5212433222	CINTAS CORPORATION 1st aid cabinet restocked May2024	130.88	06/07/2024	Check Sequence: 25 10-60-60200	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	5,334.00			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 58	ACH Enabled: False
4626516	Supplies	56.70	06/07/2024	10-30-62040	
4882481	Supplies	214.92	06/07/2024	10-30-62040	
	Check Total:	271.62			
Vendor: 2870	HOMER INDUSTRIES			Check Sequence: 59	ACH Enabled: False
S212126	Mulch	130.00	06/07/2024	10-90-62600	
S212611	Drop charges for woodchips	200.00	06/07/2024	09-01-64000	
	Check Total:	330.00			
Vendor: 0557	ILLINOIS STATE POLICE			Check Sequence: 60	ACH Enabled: False
20240403047	Fingerprints	98.00	06/07/2024	10-20-60630	
	Check Total:	98.00			
Vendor: 5524	INDUSTRIAL CHEMICAL LABS			Check Sequence: 61	ACH Enabled: False
392308	Cleaner & degreaser & SH	1,246.75	06/07/2024	34-02-62880	
	Check Total:	1,246.75			
Vendor: 4323	J & L Engraving			Check Sequence: 62	ACH Enabled: False
3292	Personal passport tags	42.25	06/07/2024	10-30-62180	
	Check Total:	42.25			
Vendor: 4559	JESSE'S LAWN SERVICES			Check Sequence: 63	ACH Enabled: False
18685	Foreclosure & vacant grass cutting-3010 Mannh	200.00	06/07/2024	43-01-59000	
18685	Foreclosure & vacant grass cutting	424.00	06/07/2024	10-13-53000	
	Check Total:	624.00			
Vendor: 1534	JKS VENTURES, INC.			Check Sequence: 64	ACH Enabled: False
209773	Limestones, top soils	5,753.00	06/07/2024	34-01-62860	
209827	Limestones, top soils	6,253.80	06/07/2024	34-01-62860	
	Check Total:	12,006.80			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1254 24-402	JS PRINTING Year in Review booklets	1,095.00	06/07/2024	Check Sequence: 65 10-12-51870	ACH Enabled: False
	Check Total:	1,095.00			
Vendor: 3233 64581	JUST TIRES 2 tires parts and labor #874	464.48	06/07/2024	Check Sequence: 66 10-20-50300	ACH Enabled: False
	Check Total:	464.48			
Vendor: 0110 4919	KRIETER CONCRETE CONST. Replacement of 2 reinforced street openings	5,650.00	06/07/2024	Check Sequence: 67 34-01-62860	ACH Enabled: False
4922	Replacement of reinforced section of street by pu	4,900.00	06/07/2024	34-01-62860	
4925	Replacement of reinforced public sidewalk	3,550.00	06/07/2024	34-01-62860	
4926	Replacement of reinforced public sidewalk & dri	5,450.00	06/07/2024	34-01-62860	
4927	Replacement of reinforced street drain with curb	4,225.00	06/07/2024	34-02-63070	
	Check Total:	23,775.00			
Vendor: 4408 A-12188	KUUSAKOSKI US LLC Electronic recycling	1,297.20	06/07/2024	Check Sequence: 68 09-01-64000	ACH Enabled: False
	Check Total:	1,297.20			
Vendor: 3922 378252	LARRY ROESCH CHRYSLER JEEP DODGE RAM Gaskets, seals, spark plug tubes #882	140.00	06/07/2024	Check Sequence: 69 08-01-50020	ACH Enabled: False
	Check Total:	140.00			
Vendor: 5590 18594	LARRY'S PLUMBING & ELECTRICAL GENERAL Faucet and drains in hallway	1,623.50	06/07/2024	Check Sequence: 70 10-20-52600	ACH Enabled: False
18715	Mens locker room urinal overflow	1,652.25	06/07/2024	10-20-52600	
	Check Total:	3,275.75			
Vendor: 3965 7671560	LIFEFITNESS Machine maint	73.50	06/07/2024	Check Sequence: 71 10-20-60331	ACH Enabled: False
7671562	Machine maint	76.49	06/07/2024	10-20-60331	
	Check Total:	149.99			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 2194 26616	MANNHEIM AUTOMOTIVE & BRAKES GM Software update #312	246.50	06/07/2024	Check Sequence: 72 08-01-50013	ACH Enabled: False
	Check Total:	246.50			
Vendor: UB*00692	SUSAN MARSCHKE			Check Sequence: 73	ACH Enabled: False
	Refund Check 009645-000, 2448 LINCOLN	398.27	05/22/2024	34-00-20100	
	Refund Check 009645-000, 2448 LINCOLN	452.57	05/22/2024	34-00-20100	
	Check Total:	850.84			
Vendor: 3518 92824649	MCGUIRE WOODS CONSULTING LLP Lobbyist services 4/15-5/15/24	3,500.00	06/07/2024	Check Sequence: 74 10-12-67560	ACH Enabled: False
	Check Total:	3,500.00			
Vendor: 0131 64623	MENARDS MELROSE PARK Paper towels, black tape, Basic 2pk	228.31	06/07/2024	Check Sequence: 75 34-01-62070	ACH Enabled: False
	Check Total:	228.31			
Vendor: 5553 FPPM-06	METRO STRATEGIES Infrastructure mgmt services April2024	8,208.00	06/07/2024	Check Sequence: 76 34-01-82800	ACH Enabled: False
	Check Total:	8,208.00			
Vendor: 2046 232203A 232389A 232444A	MID AMERICAN WATER, INC. (10) Copper coup SS clamps, flare balls, copper coups Repair lids	862.90 3,472.26 450.00	06/07/2024 06/07/2024 06/07/2024	Check Sequence: 77 34-01-62860 34-01-62860 34-01-62860	ACH Enabled: False
	Check Total:	4,785.16			
Vendor: 2488 439842 439842 439842 439842 439842 439842	MOHR OIL COMPANY Fuel Fuel Fuel Fuel Fuel Fuel	3,728.10 16,580.10 2,451.08 440.01 380.62 2,201.63	06/07/2024 06/07/2024 06/07/2024 06/07/2024 06/07/2024 06/07/2024	Check Sequence: 78 10-30-50200 10-20-50200 34-01-50200 10-60-50200 10-13-50200 10-90-50200	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	25,781.54			
Vendor: 0333 2206	MONTANA & WELCH, LLC Inv#16778 -claim #220420W028-0001 3/1-3/29/	8,600.32	06/07/2024	Check Sequence: 79 10-72-62557	ACH Enabled: False
	Check Total:	8,600.32			
Vendor: 2106 24-171548	MUNICIPAL MANAGEMENT SERVICES, INC. Services, June2024	17,334.34	06/07/2024	Check Sequence: 80 10-20-60400	ACH Enabled: False
	Check Total:	17,334.34			
Vendor: 2107 24-171557	NORCOMM PUBLIC SAFETY COMM., INC. Emergency dispatch services, June2024	68,784.11	06/07/2024	Check Sequence: 81 10-14-40220	ACH Enabled: False
	Check Total:	68,784.11			
Vendor: 2202 62446199	NORTHEASTERN IL. PUBLIC Advanced Technician FF class & Vehicle Machin	2,150.00	06/07/2024	Check Sequence: 82 10-30-52001	ACH Enabled: False
	Check Total:	2,150.00			
Vendor: 1653 116532	ON TIME EMBROIDERY INC Uniform	179.00	06/07/2024	Check Sequence: 83 10-30-40806	ACH Enabled: False
117492	Uniform	179.00	06/07/2024	10-30-40806	
119496	Uniform	179.00	06/07/2024	10-30-40806	
123346	Uniform	148.00	06/07/2024	10-30-40806	
123810	Uniform	92.00	06/07/2024	10-30-40806	
123824	Uniform	267.00	06/07/2024	10-30-40806	
124132	Uniform	136.00	06/07/2024	10-30-40806	
	Check Total:	1,180.00			
Vendor: 0270 3398-112889	O'REILLY AUTOMOTIVE, INC. Battery terminal clips #sweeper 2	13.98	06/07/2024	Check Sequence: 84 08-01-50090	ACH Enabled: False
	Check Total:	13.98			
Vendor: 2249 260538913	ORKIN Weekly services	453.99	06/07/2024	Check Sequence: 85 10-60-62460	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
260538914	Weekly services	453.99	06/07/2024	10-60-62460	
260538915	Weekly services	453.99	06/07/2024	10-60-62460	
261898558	Weekly services	453.99	06/07/2024	10-60-62460	
261898559	Weekly services	453.99	06/07/2024	10-60-62460	
	Check Total:	2,269.95			
Vendor: 4704	PAN AMERICAN BANK			Check Sequence: 86	ACH Enabled: False
March2024	Water bill lockbox, March2024	177.06	06/07/2024	34-01-59010	
	Check Total:	177.06			
Vendor: 0141	PARAMEDIC SERVICES OF ILLINOIS, INC.			Check Sequence: 87	ACH Enabled: False
4	Ambulance billing April 2024	2,082.97	06/07/2024	10-30-62140	
	Check Total:	2,082.97			
Vendor: 1578	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC			Check Sequence: 88	ACH Enabled: False
3106654933	Lease for inserting system	392.46	06/07/2024	10-01-50930	
	Check Total:	392.46			
Vendor: 4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 89	ACH Enabled: False
1700May24	Postage	1,281.79	06/07/2024	10-01-51500	
1700May24	Postage	1,281.79	06/07/2024	34-01-51500	
	Check Total:	2,563.58			
Vendor: 4167	PRIME SCAFFOLD INC			Check Sequence: 90	ACH Enabled: False
052424	Emergency scaffolding for 9763 Franklin	7,990.00	06/07/2024	10-12-50800	
	Check Total:	7,990.00			
Vendor: 0614	QUICKET SOLUTIONS			Check Sequence: 91	ACH Enabled: False
2095	Thermal printer, battery, paper	2,475.00	06/07/2024	10-20-82000	
	Check Total:	2,475.00			
Vendor: 3803	REGIONAL LAND SERVICES			Check Sequence: 92	ACH Enabled: False
1673	Survey-Richard Ave & Panoramic Ave	955.00	06/07/2024	10-90-82800	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	955.00			
Vendor: 4552 0551-015935830	REPUBLIC SERVICES #551 Scavenger services, May2024	147,854.63	06/07/2024	Check Sequence: 93 09-01-64010	ACH Enabled: False
	Check Total:	147,854.63			
Vendor: 2023 1/698630	RKD CONSTRUCTION SUPPLIES & EQUIPMENT, INC. Blade	127.50	06/07/2024	Check Sequence: 94 10-90-62070	ACH Enabled: False
	Check Total:	127.50			
Vendor: 2419 SPI20642942 SPI20651893 SPI20652504 SPI20654533	RUSSO'S POWER EQUIPMENT (2) Hh blowers Hh blower Gatorline File gauge	500.00 250.00 53.99 20.97	06/07/2024 06/07/2024 06/07/2024 06/07/2024	Check Sequence: 95 10-90-82630 10-90-82630 10-90-62070 10-90-62070	ACH Enabled: False
	Check Total:	824.96			
Vendor: 1999 404441	SAFEBUILT, LLC Safebuilt services plan review- April	1,632.96	06/07/2024	Check Sequence: 96 10-13-40100	ACH Enabled: False
	Check Total:	1,632.96			
Vendor: 1630 C012369 J021527	SHERMAN MECHANICAL Quarterly billing for service maint agreement-H Install new float and dry contact board	4,290.00 2,789.00	06/07/2024 06/07/2024	Check Sequence: 97 10-20-52600 10-20-52600	ACH Enabled: False
	Check Total:	7,079.00			
Vendor: 4504 141510691-001	SITEONE LANDSCAPE SUPPLY Seed mixture	283.62	06/07/2024	Check Sequence: 98 10-90-62600	ACH Enabled: False
	Check Total:	283.62			
Vendor: 3739 179273 179380 179381	SMG SECURITY SYSTEMS, INC. Camera work Camera work part 2 Camera work part 1	4,981.00 4,981.00 4,981.00	06/07/2024 06/07/2024 06/07/2024	Check Sequence: 99 10-02-55050 10-02-55050 10-02-55050	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
179608	Service call for VH	320.00	06/07/2024	10-13-52600	
	Check Total:	15,263.00			
Vendor: 3336	SMITH LASALLE			Check Sequence: 100	ACH Enabled: False
573.22.21	King st improvements 5/1-5/26/2024	3,570.00	06/07/2024	65-10-84100	
580.22.8	South Industrial Area imp 5/1-5/26/2024	5,615.00	06/07/2024	65-10-84000	
633.24.1	Franklin Ave STP phase 5/1-5/26/2024	13,025.00	06/07/2024	65-10-82820	
634.24.1	Building demolitions 5/1-5/26/2024	2,235.00	06/07/2024	65-10-84300	
636.24.1	Schiller Ave phase 2 5/1-5/26/2024	7,260.00	06/07/2024	65-10-83000	
637.24.1	50/50 sidewalk 5/1-5/26/2024	420.00	06/07/2024	34-01-69050	
638.24.1	Sewer cleaning and inspection 5/1-5/26/2024	2,715.00	06/07/2024	34-02-83191	
640.24.1	Village engineering/PW mgmt services 5/1-5/26	26,563.25	06/07/2024	34-02-82800	
640.24.1	Village engineering/PW mgmt services 5/1-5/26	26,563.25	06/07/2024	34-01-82800	
640.24.1	Village engineering/PW mgmt services 5/1-5/26	22,768.50	06/07/2024	10-90-82800	
640.24.NBIS	NBIS inspection 5/1-5/26/2024	6,600.00	06/07/2024	10-90-62950	
641.24.1	Utilities GIS services 5/1-5/26/2024	3,215.00	06/07/2024	34-01-62870	
641.24.1	Utilities GIS services 5/1-5/26/2024	3,215.00	06/07/2024	34-02-62870	
642.24.1	Lead services replacement 5/1-5/26/2024	4,710.00	06/07/2024	34-01-88910	
643.24.1	Robinson Rd reconstruction 5/1-5/26/2024	1,815.00	06/07/2024	65-10-83000	
644.24.1	Medil and Belden reconstruction 5/1-5/26/2024	3,240.00	06/07/2024	65-10-83000	
645.24.1	Underpass coordination 5/1-5/26/2024	3,240.00	06/07/2024	65-10-83000	
646.24.1	Grand and George coordination 5/1-5/26/2024	390.00	06/07/2024	65-10-83000	
647.24.1	Wolf & Addison coordination 5/1-5/26/2024	1,170.00	06/07/2024	65-10-83000	
649.24.1	NHRST roadway 5/1-5/26/2024	15,900.00	06/07/2024	61-01-82800	
650.24.1	Washington St green infrastructure 5/1-5/26/202	2,730.00	06/07/2024	65-10-83000	
652.24.1	Front and Carnation streets 5/1-5/26/2024	540.00	06/07/2024	65-10-83000	
653.24.1	Downtown Park 5/1-5/26/2024	6,822.00	06/07/2024	65-10-83000	
655.24.1	Rear yard drainage 5/1-5/26/2024	585.00	06/07/2024	34-02-89107	
	Check Total:	164,907.00			
Vendor: 2118	SPACECO INC			Check Sequence: 101	ACH Enabled: False
96818	Franklin Park (Hotel site) 3/31-4/27/2024	1,015.00	06/07/2024	22-01-64000	
	Check Total:	1,015.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5294 TM INV-007631 TM INV-007758	SPRINGBROOK HOLDING COMPANY LLC Springbrook software HR training- part 1 Springbrook software HR training	1,200.00 350.00	06/07/2024 06/07/2024	Check Sequence: 102 10-02-54200 10-02-54200	ACH Enabled: False
	Check Total:	1,550.00			
Vendor: 3795 W12846	STANDARD EQUIPMENT COMPANY Parts and labor for Elgin sweeper	4,095.06	06/07/2024	Check Sequence: 103 08-01-50090	ACH Enabled: False
	Check Total:	4,095.06			
Vendor: 3089 9218	STANDARD FENCING CO. INC. Damages to fence at salt dome- insurance procee	6,425.00	06/07/2024	Check Sequence: 104 10-32-62195	ACH Enabled: False
	Check Total:	6,425.00			
Vendor: 3223 903345107	STATE INDUSTRIAL PRODUCTS Sewer solvent, primezyme	1,896.99	06/07/2024	Check Sequence: 105 34-02-62880	ACH Enabled: False
	Check Total:	1,896.99			
Vendor: 1565 8006913489	STERICYCLE, INC Monthly billing	23.55	06/07/2024	Check Sequence: 106 10-20-60630	ACH Enabled: False
	Check Total:	23.55			
Vendor: 0183 92258	SUBURBAN WELDING & STEEL, LLC To repair weld of dog ear for tailgate #232	471.15	06/07/2024	Check Sequence: 107 08-01-50035	ACH Enabled: False
	Check Total:	471.15			
Vendor: 3849 48817 49311	THE BUSINESS PRESS Business cards- Officer Overtime slips	97.00 91.25	06/07/2024 06/07/2024	Check Sequence: 108 10-20-50400 10-20-50400	ACH Enabled: False
	Check Total:	188.25			
Vendor: 5423 31448	THIRD MILLENNIUM Utility bill rendering- May2024	3,006.95	06/07/2024	Check Sequence: 109 34-01-62857	ACH Enabled: False
	Check Total:	3,006.95			
Vendor: 3351	THOMSON REUTERS - WEST			Check Sequence: 110	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
850115621	Monthly billing	249.11	06/07/2024	10-20-60560	
	Check Total:	249.11			
Vendor: 5342	TRI-ANGLE SCREEN PRINT			Check Sequence: 111	ACH Enabled: False
145493	Reserve hat	17.00	06/07/2024	10-20-60590	
145712	Shirts	432.00	06/07/2024	34-02-60600	
145712	Shirts	432.00	06/07/2024	10-90-60600	
	Check Total:	881.00			
Vendor: 5041	ULINE SHIPPING SUPPLY SPECIALISTS			Check Sequence: 112	ACH Enabled: False
177889338	Scaler w cutters, shrink film	594.83	06/07/2024	10-20-60630	
178022196	Supplies- evidence tape	110.83	06/07/2024	10-20-60630	
178032346	Supplies- med cotton tip applicators	42.87	06/07/2024	10-20-60630	
	Check Total:	748.53			
Vendor: 0160	UNITED RADIO COMMUNICATIONS			Check Sequence: 113	ACH Enabled: False
103010121-1	Rental equipment-radios for Steam Engine event	440.00	06/07/2024	10-61-69561	
	Check Total:	440.00			
Vendor: 3149	USA BLUEBOOK			Check Sequence: 114	ACH Enabled: False
INV00362879	Adapters for fire hose	57.90	06/07/2024	10-90-62070	
	Check Total:	57.90			
Vendor: 0460	UTILITY SERVICE COMPANY, INC.			Check Sequence: 115	ACH Enabled: False
602977	Elevated Belmont Ave tank	10,291.00	06/07/2024	34-01-88906	
603141	Elevated Franklin Ave Clearing tank	7,404.00	06/07/2024	34-01-88906	
603244	Ground storage Curtis tank	15,282.93	06/07/2024	34-01-88906	
603245	Ground storage king st- west tank	45,048.66	06/07/2024	34-01-88906	
603246	Ground storage king st- east tank	39,172.75	06/07/2024	34-01-88906	
	Check Total:	117,199.34			
Vendor: 5425	VERIZON WIRELESS			Check Sequence: 116	ACH Enabled: False
9963879091	Data charges for mobile jetpacks- #842001631-0	83.01	06/07/2024	10-02-51200	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	83.01			
Vendor: 2511	VESTIS			Check Sequence: 117	ACH Enabled: False
6020234747	Carpet service	131.61	06/07/2024	10-20-52600	
6020237070	Carpet service	131.61	06/07/2024	10-20-52600	
6020239238	Carpet service	131.61	06/07/2024	10-20-52600	
6020239239	Carpet service	199.77	06/07/2024	10-13-52600	
6020241332	Carpet service	199.77	06/07/2024	10-13-52800	
	Check Total:	794.37			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 118	ACH Enabled: False
51397	Parts and labor (accident repair) #317	4,447.38	06/07/2024	10-13-50100	
	Check Total:	4,447.38			
Vendor: 1002	W L CONSTRUCTION SUPPLY, INC.			Check Sequence: 119	ACH Enabled: False
33957	Master diamond blade	521.24	06/07/2024	34-01-62070	
	Check Total:	521.24			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 120	ACH Enabled: False
17528998	Firefighting gloves	384.00	06/07/2024	10-30-62180	
17530319	2.5 gal water extinguishers (x2)	344.16	06/07/2024	10-30-62180	
	Check Total:	728.16			
Vendor: 0351	WAREHOUSE DIRECT			Check Sequence: 121	ACH Enabled: False
IN538056	Staples and copier supplies	1,090.00	06/07/2024	10-02-50700	
	Check Total:	1,090.00			
Vendor: 0202	WATER PRODUCTS - AURORA			Check Sequence: 122	ACH Enabled: False
0322481	Repair clamp	1,644.47	06/07/2024	34-01-62860	
	Check Total:	1,644.47			
Vendor: 0788	WENTWORTH TIRE SERVICE			Check Sequence: 123	ACH Enabled: False
40078227	Battalion 2 tire repair	35.00	06/07/2024	10-30-50110	
40078326	Tire disposal by recycler (15 tires)	88.00	06/07/2024	09-01-64000	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	123.00			
Vendor: 0789 82572	WERNICK KEY & LOCK SERVICE Service call for kitchen door on 2nd floor	170.00	06/07/2024	Check Sequence: 124 10-13-52800	ACH Enabled: False
	Check Total:	170.00			
Vendor: UB*00693	WILLFREDO & VIOLETA FRANCISCO Refund Check 063670-000, 3030 ATLANTIC Refund Check 063670-000, 3030 ATLANTIC	1,000.70 628.45	05/22/2024 05/22/2024	Check Sequence: 125 34-00-20100 34-00-20100	ACH Enabled: False
	Check Total:	1,629.15			
	Total for Check Run:	1,070,626.56			
	Total of Number of Checks:	125			

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 05/28/2024 - 4:20PM
 Batch: 00414.05.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 3811			MID CENTRAL WATER WORKS AS				
051424	175.00	05/14/2024	Seminar for 05.15.24	335218	05/14/2024		
Total for Check	175.00					34-01-52060	
Total for 3811	175.00						
Total Checks:		175.00					

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE VILLAGE OF FRANKLIN PARK FOR THE ACORN LANE
AND POWELL STREET IMPROVEMENTS PROJECT**

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

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

ORDINANCE NUMBER 2425-G _____

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND THE VILLAGE OF FRANKLIN PARK FOR THE ACORN LANE AND POWELL STREET IMPROVEMENTS PROJECT

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, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to enter into contract to exercise, combine or transfer any power or function not prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, (the "*Act*") authorizes units of local government to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, or undertakings; and

WHEREAS, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Intergovernmental Agreement between the Illinois State Toll Highway Authority and the Village of Franklin Park for the Acorn Lane Improvements Project (the "*Agreement*").

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. That 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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Manager or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

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

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

(Intentionally left blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY AND
THE VILLAGE OF FRANKLIN PARK**

This INTERGOVERNMENTAL AGREEMENT (“AGREEMENT”) is entered into by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois (“ILLINOIS TOLLWAY”) and THE VILLAGE OF FRANKLIN PARK, a municipal corporation of the State of Illinois (“VILLAGE”), individually referred to as “PARTY,” and collectively referred to as “PARTIES.”

RECITALS:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and enhance the safety of the motoring public, is constructing I-490 (“Toll Highway”) connecting the Jane Addams Memorial Tollway (I-90) with the Tri-State Tollway (I-294), as set forth in various ILLINOIS TOLLWAY contracts including Construction Contract No. I-21-4743, which includes the segment of the Toll Highway from I-294 to Franklin Avenue between Mile Post 0.0 and Mile Post 0.6 (“PROJECT”);

WHEREAS, the PROJECT also includes constructing a new interchange with Franklin Avenue with entrance and exit ramps, constructing a new roadway connecting Franklin Avenue with the Toll Highway ramps (“Franklin Connector”), constructing bridges to carry I-490 over the Franklin Connector, retaining walls, a closed drainage system, Toll Plaza No. 302 and associated Intelligent Transportation Systems (“ITS”) infrastructure, roadway lighting, signage and pavement markings, erosion control and landscaping, fencing and all other work necessary to complete the PROJECT;

WHEREAS, as part of the PROJECT, the ILLINOIS TOLLWAY is replacing the existing at-grade intersection at Acorn Lane and Franklin Avenue with a cul-de-sac south of Franklin Avenue, reconstructing and extending Acorn Lane from the proposed cul-de-sac south to Powell Street, installing a water main and storm sewer, constructing sidewalk and a new intersection at Acorn Lane and Addison Avenue and installing two new at-grade crossings at the Canadian Pacific Kansas City (“CPKC”) industrial spur track in accordance with the PROJECT specifications (“ACORN LANE IMPROVEMENTS”);

WHEREAS, the VILLAGE is responsible for performing final design engineering for the ACORN LANE IMPROVEMENTS, as identified in the intergovernmental agreement between the PARTIES (“IGA No. 4740”), executed on June 9, 2021;

WHEREAS, the VILLAGE and CPKC intend to enter into a separate agreement outlining their respective maintenance and ownership responsibilities relative to the two new at-grade crossings of Acorn Lane at the CPKC industrial tracks (“GRADE CROSSING AGREEMENT”), *see* attached EXHIBIT A;

WHEREAS, by this AGREEMENT, the PARTIES intend to determine and establish their respective responsibilities toward design engineering, mobilization, construction engineering, construction, funding and maintenance of the PROJECT, *see* attached EXHIBIT B;

WHEREAS, the ILLINOIS TOLLWAY, by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1, *et seq.*, is authorized to enter into this AGREEMENT;

WHEREAS, the VILLAGE, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/11-135-1, *et seq.*, is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate, and such an agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*,

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the PARTIES agree as follows:

I. ENGINEERING

- A. The ILLINOIS TOLLWAY agrees to perform preliminary and final design engineering, obtain necessary surveys and prepare the final plans and specifications for the PROJECT ("PROJECT PLANS") except as otherwise specified herein.
- B. The VILLAGE agrees to perform final design engineering for the ACORN LANE IMPROVEMENTS, as defined in IGA No. 004740, and to be incorporated into the PROJECT PLANS.
- C. The ILLINOIS TOLLWAY shall provide an electronic copy of the final approved PROJECT PLANS to the VILLAGE.
- D. Any dispute concerning the PROJECT PLANS shall be resolved in accordance with Article IX.C. of this AGREEMENT.
- E. The ILLINOIS TOLLWAY agrees to assume the overall PROJECT responsibility, including ensuring that all permits and approvals (including but not limited to U.S. Army Corps of Engineers, Illinois Department of Natural Resources, Metropolitan Water Reclamation District of Greater Chicago, Department of Environmental Concerns and Division of Highways, Illinois Environmental Protection Agency etc.) and joint participation and/or force account agreements (County, Township, Municipal, Railroad, Utility etc.), as may be required by the PROJECT, are secured by the PARTIES in support of general PROJECT schedules and deadlines. The PARTIES agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and approvals and

comply with all applicable federal, state, and local regulations and requirements pertaining to work proposed for the PROJECT.

II. RIGHT OF WAY

- A. No transfer of property interests between the PARTIES is required for the PROJECT, nor is the transfer of any interest in land deemed necessary for the future maintenance and operation of their respective facilities.
- B. In conjunction with the PROJECT, upon review and satisfaction of applicable federal, state and local statutes, rules, regulations and ordinances, the VILLAGE shall, upon full execution of this AGREEMENT, grant and consent to any and all permits, rights of access (ingress and egress), temporary use of its property and right-of-way to the ILLINOIS TOLLWAY, at no cost to the ILLINOIS TOLLWAY, for the purpose of construction of the PROJECT.
- C. Upon completion of the PROJECT, which completion shall be determined solely by the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY agrees to restore the VILLAGE right-of-way to the approximate condition existing prior to the commencement of the PROJECT. The ILLINOIS TOLLWAY further agrees that the ILLINOIS TOLLWAY's contractor shall indemnify and hold harmless the VILLAGE from any liability, claim, or cause of action relating to the ILLINOIS TOLLWAY's contractor's use of the VILLAGE right-of-way.

III. UTILITY RELOCATION

- A. The ILLINOIS TOLLWAY agrees to provide the VILLAGE the locations (existing and proposed) of public and/or private utility facilities within the existing VILLAGE right-of-way that require adjustment or relocation as part of the PROJECT. As part of its PROJECT engineering responsibilities, the ILLINOIS TOLLWAY shall identify adjustments to or relocations of the aforementioned existing utilities.
- B. The ILLINOIS TOLLWAY agrees to make all reasonable efforts to minimize the number of utility adjustments in the design of the PROJECT.
- C. At all locations where utilities are located on VILLAGE right-of-way that must be adjusted or relocated due to the PROJECT, the VILLAGE agrees to cooperate with the ILLINOIS TOLLWAY in making arrangements with the applicable utility and agrees to issue all permits for the requisite adjustment(s) at no cost to the ILLINOIS TOLLWAY.
- D. At all locations where the ILLINOIS TOLLWAY's infrastructure (remote traffic microwave sensors, message signs, weather stations, weigh-in-motion sites, signs, roadway lighting controllers, electrical services and data connections) that are currently in place within the PROJECT limits and must be adjusted due to work

proposed by the VILLAGE, the VILLAGE agrees to reimburse the ILLINOIS TOLLWAY for any and all out of pocket costs the ILLINOIS TOLLWAY may incur in causing the aforementioned infrastructure to be adjusted.

IV. CONSTRUCTION

- A. The ILLINOIS TOLLWAY shall advertise and receive bids, award the contract(s), provide construction engineering inspections and cause the PROJECT to be constructed in accordance with the PROJECT PLANS.
- B. After award of the construction contract(s), any proposed deviation from the PROJECT PLANS that impacts VILLAGE right-of-way shall be submitted to the VILLAGE for approval prior to commencing work on such proposed deviation. The VILLAGE shall review the proposed deviation and indicate its approval or disapproval of same in writing. If the proposed deviation to the PROJECT PLANS is not acceptable, the VILLAGE shall detail in writing its specific objections. If the ILLINOIS TOLLWAY receives no written response from the VILLAGE within fifteen (15) calendar days after delivery to the VILLAGE of the proposed deviation, the proposed deviation shall be deemed approved by the VILLAGE.
- C. The VILLAGE and its authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) during PROJECT construction. The VILLAGE shall assign personnel to perform inspections and shall deliver written notices to the ILLINOIS TOLLWAY's Chief Engineering Officer advising the ILLINOIS TOLLWAY as to the identity of the individual(s) assigned to perform said inspections.
- D. Notices required to be delivered by any PARTY pursuant to this AGREEMENT shall be delivered as indicated in Article IX.K. of this AGREEMENT.
- E. The ILLINOIS TOLLWAY shall notify the VILLAGE upon completion of 70% and 100% of the PROJECT, and the VILLAGE shall perform an inspection not later than fifteen (15) calendar days after receiving said notice. If the VILLAGE does not perform a final inspection within fifteen (15) calendar days after receiving notice of completion of 100% of the PROJECT and the PARTIES do not agree to any other inspection arrangements, the PROJECT shall be deemed accepted by the VILLAGE.
- F. In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the VILLAGE's representative shall give immediate verbal notice to ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver within five (5) calendar days a written list identifying such deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of corrective work. The PARTIES shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that

the deficiencies have been remedied. At the request of the VILLAGE, the ILLINOIS TOLLWAY's representative shall attend inspection(s). In the event said inspections disclose work that does not conform to the approved final PROJECT PLANS, the VILLAGE's representative shall give immediate verbal notice to the ILLINOIS TOLLWAY's representative of any deficiency and shall thereafter deliver, within five (5) calendar days, a written list identifying such deficiencies to the ILLINOIS TOLLWAY's Chief Engineering Officer. Deficiencies thus identified shall be subject to joint re-inspection upon completion of any necessary corrective work. The PARTIES shall perform such joint re-inspections within seven (7) calendar days after receiving notice from the ILLINOIS TOLLWAY that the deficiencies have been remedied.

- G. The ILLINOIS TOLLWAY shall have the right, in its sole judgment and discretion, to cancel or alter any or all portions of the work due to circumstances either known or unknown at the time of bidding or arising after entering into contract(s), in accordance with Section 109.06 Canceled Items Provision of the most current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction. Upon any such cancellation, the ILLINOIS TOLLWAY shall have no obligation to pay for any cancelled work costs or expenses.
- H. The PARTIES agree that all PROJECT construction work performed on or within VILLAGE right-of-way shall conform to the then current edition of the ILLINOIS TOLLWAY Supplemental Specifications to the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- I. As-built drawings for the PROJECT shall be provided to the VILLAGE within sixty (60) days after completion of the work.

V. FINANCIAL

- A. Except as otherwise identified, the ILLINOIS TOLLWAY agrees to pay all PROJECT related engineering, right-of-way, construction engineering and construction costs.
- B. The PARTIES agree that as a result of the PROJECT, the VILLAGE must pay CPKC a one-time payment of \$107,600.00, as defined in Article 5.2 of the GRADE CROSSING AGREEMENT, required for CPKC's assumption of all such future obligations, ownership, renewal, replacement, inspection, maintenance, and repair responsibilities relative to the two at-grade crossings being constructed as part of the PROJECT.
- C. The ILLINOIS TOLLWAY agrees to reimburse the VILLAGE for its one-time payment to CPKC, and upon execution of this AGREEMENT and the GRADE CROSSING AGREEMENT, the ILLINOIS TOLLWAY will issue a final payment

of \$107,600.00 to the VILLAGE within forty-five (45) days of receipt of an invoice from the VILLAGE.

- D. The VILLAGE may request, after the ILLINOIS TOLLWAY lets the construction contract(s), to add supplemental or substitute work and the ILLINOIS TOLLWAY may cause said supplemental or substitute work to be added to the construction contract(s), provided that said work will not delay construction of the PROJECT and the VILLAGE agrees to pay for any and all cost increases relating to said work in full.

VI. MAINTENANCE – DEFINITIONS

For purposes of this AGREEMENT:

- A. The terms "maintenance" or "maintain" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes full responsibility for the construction, removal and replacement of the maintained facility when needed and, unless specifically excluded in Article VII., other activities as more specifically set forth in the following subparts of this Article VI, including but not limited to:
 - 1. "Routine maintenance" refers to the day-to-day pavement maintenance, pothole repair, anti-icing and de-icing, snow removal, sweeping, pavement marking, mowing, litter and debris removal and grate and scupper cleaning and repair, including compliance with state laws and local ordinances.
 - 2. "Structural maintenance" refers to the integrity of the grade separation structure, including abutments, bridge deck beams, bridge deck (except wearing surface), expansion joints, parapet walls and drainage structures.
 - 3. "Lighting maintenance" refers to all aspects of installation, repair, replacement and operation of roadway lighting including power, but shall not include temporary lighting relating to construction or repair projects.
 - 4. "Emergency maintenance" refers to any maintenance activity which must be performed immediately in order to avoid or to repair a condition on the roadway or right-of-way that causes or threatens imminent danger or destruction to the roadway facilities or right of way of the PARTIES, to the public and/or to public health, safety or welfare, including but not limited to accident restoration, chemical or biological removal or remediation; or response to acts of God or terrorism.
- B. The term "drainage facilities" refers to both open and enclosed systems. The term "drainage structures" refers to enclosed systems only and includes those elements of the drainage facility affixed to the bridge superstructures downstream from the scupper.

- C. The term "grade separation structure" refers to all structural elements between the abutments and below the wearing surface of a bridge carrying one roadway over another, unless otherwise specified.
- D. The terms "notify," "give notice" and "notification" refer to written, verbal or digital communication from one PARTY to the other PARTY concerning a matter covered by this AGREEMENT. The PARTY transmitting the communication shall create and retain a record which substantiates the content, date, time, manner of communication, identification of sender and recipient and manner in which the recipient may respond to the sender.
- E. The terms "be responsible for" or "responsibility" refer to the obligation to ensure performance of a duty or provision of a service under this AGREEMENT, provided that a PARTY may arrange for actual performance of the duty or provision of the service by another competent entity if the other PARTY to this AGREEMENT is notified of such arrangement. Under no circumstances shall the PARTY with the duty or responsibility for the service be relieved of ultimate responsibility for performance of the duty or provision of the service.
- F. The terms "consultation" or "consult with" refer to the duty of a PARTY to give notice to the other PARTY of a proposed action, with reasonable time for that PARTY to respond. The PARTY with the duty to consult may proceed with the proposed action if the other PARTY does not respond within the time period set forth in the notice or, in the case of the ILLINOIS TOLLWAY, the ILLINOIS TOLLWAY may proceed with the proposed action if deemed necessary by the ILLINOIS TOLLWAY's Chief Engineering Officer.
- G. The term "approve" refers to the duty of a PARTY not only to consult with the other PARTY but also to provide consent for the proposed action when appropriate and to retain a record documenting its consent.

VII. MAINTENANCE - RESPONSIBILITIES

- A. The maintenance responsibilities for the PROJECT are generally depicted in attached EXHIBIT B.
- B. In the event there is a conflict between the terms of this AGREEMENT and EXHIBIT B, the terms of this AGREEMENT shall control.
- C. The ILLINOIS TOLLWAY agrees to maintain the Toll Highway, in its entirety, including but not limited to ramps to and from Franklin Avenue, the Franklin Connector, northbound and southbound grade separation structures over the Franklin Connector, Toll Plaza No. 302 and associated ITS infrastructure and retaining walls.

- D. The VILLAGE agrees to maintain, or cause to be maintained, infrastructure constructed as part of the ACORN LANE IMPROVEMENTS including Acorn Lane, Addison Avenue, Powell Street, watermain, storm sewer, sidewalk and the two at-grade crossings over the CPKC industrial spur track.

VIII. ADDITIONAL MAINTENANCE PROVISIONS

- A. During construction, the VILLAGE shall continue to maintain VILLAGE property and/or right-of-way that is not required to be improved or maintained by the construction contractor(s) pursuant to the approved plans and specifications, and the ILLINOIS TOLLWAY shall continue to maintain all portions of ILLINOIS TOLLWAY PROPERTY and/or right-of-way that is not required to be improved or maintained by the construction contractor(s).
- B. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the VILLAGE shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the VILLAGE. All items of PROJECT construction which are stipulated in this AGREEMENT to be maintained by the ILLINOIS TOLLWAY shall, upon completion of construction, be the sole maintenance responsibility of the ILLINOIS TOLLWAY.
- C. The VILLAGE and the ILLINOIS TOLLWAY agree to remove all snow and ice from the roadways under their respective jurisdiction, and such removal shall be accomplished in such a manner as not to block or obstruct any roadway of the other PARTY.
- D. Nothing herein is intended to prevent or preclude the VILLAGE and the ILLINOIS TOLLWAY from entering into reciprocal agreements in the future for any particular interchange for the efficient removal of snow, ice, and debris or for incident management.

IX. GENERAL PROVISIONS

- A. Wherever in this AGREEMENT approval or review by either of the PARTIES is provided for, said approval or review shall not be unreasonably delayed or withheld.
- B. In a timely manner following execution of this AGREEMENT, each PARTY shall designate in writing a representative who shall serve as the full time representative of said PARTY during the performance of this AGREEMENT. Each representative shall have authority, on behalf of such PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other PARTY.

- C. In the event of a dispute between the PARTIES in the carrying out of the terms of this AGREEMENT, the ILLINOIS TOLLWAY's Chief Engineering Officer and the VILLAGE's Engineer shall meet to resolve the issue. In the event they cannot mutually agree on the resolution of a dispute concerning the plans and specifications for the PROJECT or in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- D. This AGREEMENT may be executed using electronic signatures and in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- E. The VILLAGE certifies that its correct Federal Tax Identification no. is 36-6005882 and that it is doing business as a governmental entity whose mailing address, for purposes of this AGREEMENT, is: The Village of Franklin Park, 9500 West Belmont Avenue, Franklin Park, Illinois 60131.
- F. The ILLINOIS TOLLWAY certifies that its correct Federal Tax Identification no. is 36-2811931 and that it is doing business as a governmental entity whose mailing address, for purposes of this AGREEMENT, is: The Illinois State Toll Highway Authority, 2700 Ogden Avenue, Downers Grove, Illinois 60515.
- G. This AGREEMENT may only be modified in writing, which writing must be executed by duly authorized representatives of the PARTIES and the Illinois Attorney General.
- H. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective successors and approved assigns. No PARTY may assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as set forth in this AGREEMENT without first obtaining the express written consent and permission of the other PARTY and the Illinois Attorney General, except as otherwise provided in this AGREEMENT.
- I. The failure by either PARTY to seek redress for violation of any condition, covenant or provision of this AGREEMENT, or the failure of either Party to insist upon strict performance of any condition or covenant of this AGREEMENT, shall not constitute a waiver of any breach or subsequent breach of such conditions, covenants or provisions. No provision of this AGREEMENT shall be deemed waived unless such provision is waived in writing by the PARTY against which waiver is asserted.
- J. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law principles. In the event of a dispute regarding this AGREEMENT, venue and jurisdiction shall lie

exclusively in the Circuit Court of DuPage County, County, Illinois and/or the United States District Court for the Northern District of Illinois, Eastern Division.

- K. All written reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed via certified mail, overnight mail delivery or electronic mail delivery to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois State Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer
mnashif@getipass.com

To the VILLAGE: The Village of Franklin Park
9500 West Belmont Avenue
Franklin Park, Illinois 60131
Attn: Village Engineer
tmccabe@smithlasalle.com

- L. The PARTIES shall maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action taken pursuant to this AGREEMENT, including documents sufficient to verify the amounts, recipients and uses of all funds disbursed in conjunction with or pursuant to the terms of this AGREEMENT. The PARTIES further agree to cooperate fully with any audit and to make their books and records, and books and records within their custody or control available to the Illinois Attorney General, the Illinois Auditor General, the Illinois Tollway Inspector General ("IG"), VILLAGE auditors, State of Illinois internal auditors, the ILLINOIS TOLLWAY Department of Internal Audit, the ILLINOIS TOLLWAY or any other governmental entity with monitoring authority, upon reasonable notice and during normal business hours.
- M. The VILLAGE recognizes that, pursuant to Section 8.5 of the Toll Highway Act, 605 ILCS 10/8.5, the IG is authorized to conduct investigations into certain matters, including but not limited to allegations of fraud, waste and abuse. The VILLAGE will fully cooperate in any IG investigation and shall not bill the ILLINOIS TOLLWAY for such time. Cooperation includes, unless prohibited by law, (i) providing access to all information and documentation related to the performance of this AGREEMENT, and (ii) disclosing and making available all personnel involved in, connected with or having knowledge of, the performance of this AGREEMENT.
- N. This AGREEMENT terminates upon the earlier of (i) the ILLINOIS TOLLWAY's payment of the fees identified in Articles V.B. and V.C. to the VILLAGE, or (ii) three (3) years after its effective date. Notwithstanding the foregoing, all maintenance terms, terms requiring cooperation and terms intended to continue

after termination, expressly excluding financial terms, will survive termination of the AGREEMENT and will remain in full force and effect unless otherwise amended as identified in Article IX.G.

- O. All matters set forth in the Recitals are agreed to, and the PARTIES understand the Recitals are part of this AGREEMENT.

SIGNATURE PAGE TO FOLLOW

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated below.

THE VILLAGE OF FRANKLIN PARK

By: _____
Barrett F. Pederson
Mayor

Attest: _____
Name: _____
Title: _____

Date: _____

Date: _____

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
Arnaldo Rivera
Chairman/CEO

Date: _____





Approved as to Form and Constitutionality

Assistant Attorney General



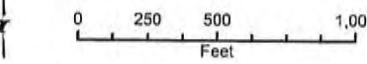
LEGEND

Contract I-21-4743 (PROJECT):

-  I-490 and Ramps (Illinois Tollway)
-  Franklin Connector (Illinois Tollway)
-  Retaining Wall (Illinois Tollway)
-  Bridge (Illinois Tollway)
-  ACORN LANE IMPROVEMENTS (Village of Franklin Park)
-  At-Grade Crossing (Village of Franklin Park)*
-  CPKC Industrial Spur Track
-  Other Illinois Tollway Improvements



Elgin O'Hare Western Access



*Maintenance responsibilities for at-grade crossings defined in separate GRADE CROSSING AGREEMENT (Exhibit A).

Exhibit B
 Contract I-21-4743
 Maintenance and Jurisdiction Map
 February 13, 2024

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS APPROVING AN AGREEMENT BETWEEN CPKC AND
THE VILLAGE OF FRANKLIN PARK FOR THE ACORN LANE AND
POWELL STREET IMPROVEMENTS PROJECT**

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

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

ORDINANCE NUMBER 2425-G _____

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS APPROVING AN AGREEMENT BETWEEN CPKC AND THE VILLAGE OF FRANKLIN PARK FOR THE ACORN LANE AND POWELL STREET IMPROVEMENTS PROJECT

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, it is the desire of the President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") to enter into an Agreement between Soo Line Railroad Company, d/b/a CPKC, and the Village of Franklin Park for the Acorn Lane Improvements Project (the "*Agreement*").

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. That 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 Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village Engineer or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

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

Section 4. The officials, officers, employees, engineers, and attorneys of the Village are hereby authorized to take such further actions as are necessary to carry out the intent and purpose of this Ordinance and the Agreement.

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

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7. This Ordinance shall take effect immediately and be in force from and after its passage and approval due to the urgent nature of this matter.

(Intentionally left blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement

FINAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into by and between the Village of Franklin Park, Illinois, an Illinois municipal corporation, hereinafter referred to as the "ROAD AUTHORITY," and Soo Line Railroad Company, doing business as CPKC, hereinafter referred to as the "COMPANY." COMPANY and ROAD AUTHORITY are sometimes referred to herein individually as "Party" and collectively as "the Parties."

WITNESSETH

WHEREAS, the COMPANY has entered into a separate agreement with The Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State of Illinois ("Tollway"), under which it is contemplated that certain industrial trackage of the COMPANY will be removed, relocated, and reconstructed at the west end of Addison Avenue in the Village of Franklin Park, Cook County, State of Illinois, to facilitate the Tollway's alignment of the toll highway south of the COMPANY's Bensenville Yard; and

WHEREAS, the ROAD AUTHORITY and the Tollway have entered into a separate Intergovernmental Agreement to define their responsibilities associated with Tollway Construction Contract No. I-21-4743, which includes the extension of Acorn Lane, located in the Village of Franklin Park, Cook County, State of Illinois, from south of Franklin Avenue to Powell Street. The extension of Acorn Lane and the proposed sidewalk will cross at grade the COMPANY's aforesaid relocated industrial track at two locations (the "Project") and depicted on "Exhibit A"; and

WHEREAS, the ROAD AUTHORITY desires to have the COMPANY install the crossing surfaces for both of the aforesaid at-grade crossings, as shown on the plans attached hereto and marked "Schedule A," and to provide other construction-related services in support of the Project; and

WHEREAS, the Parties desire to set forth the terms and conditions for the Project and any future work associated with the Project;

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Parties agree as follows:

SECTION 1. The "General Provisions" attached hereto as "Schedule B" are hereby made a part of this Agreement for any future work on the Project.

SECTION 2. The ROAD AUTHORITY shall secure, or cause to be secured, all rights-of-way or easements required for the Project and shall construct and complete its obligations under this Agreement all without cost or assessment to the COMPANY.

SECTION 3. The Parties shall perform, or cause to be performed, the following items of work, with all work to be performed in accordance with state and/or federal design requirements, and all applicable state and federal law:

3.1 WORK BY THE ROAD AUTHORITY.

A. The ROAD AUTHORITY shall furnish or cause to be furnished, at its own cost and expense, all of the labor, material, and work equipment required to perform and complete the following work (the "ROAD AUTHORITY Work"):

1. Creation or procurement of all design plans, including as may need to be amended, for the Project throughout its duration.
2. Coordination of all necessarily public utility installations and/or relocations through petition to the Illinois Commerce Commission.
3. Construction of the extension of Acorn Lane and Powell Street and their adjoining sidewalk(s), including construction of the approaches on both sides of both crossings and all associated utility work, grading, paving, pavement markings, erosion control, and drainage facilities.
4. Installation of advanced warning signs and pavement markings.
5. Installation and maintenance of traffic control and detour signage for the duration of the Project.
6. Incidental work necessary to complete the items hereinabove specified.

B. The ROAD AUTHORITY Work, though not comprehensively, is more fully detailed in the attached Schedule A.

3.2 WORK BY THE COMPANY.

A. The COMPANY shall furnish, or cause to be furnished, at the ROAD AUTHORITY's cost and expense, all of the labor, materials, and equipment required to perform and complete the following work (the "COMPANY Work"):

1. Review of the ROAD AUTHORITY's design plans, as may need to be amended, for the Project.
2. Construction of the crossing surfaces for both of the new at-grade crossings on Acorn Lane/Powell Street.
3. Installation of grade crossing signs for both of the new at-grade crossings on Acorn Lane/Powell Street.
4. Determine required railroad flagging and worker protection and provide railroad flagging services for the Project.
5. Provide the COMPANY's required Right-of-Entry License Agreement (attached as "Schedule C") for all contractors performing Project work on the COMPANY's property.
6. Provide construction supervisor and oversight for the ROAD AUTHORITY Work, as deemed necessary by the COMPANY.
7. Incidental work necessary to complete the items hereinabove specified.

B. The COMPANY Work, though not comprehensively, is more fully detailed in the attached Schedule A.

3.3 The COMPANY Work and the ROAD AUTHORITY Work shall be completed in accordance with the schematics contained in Schedule A attached hereto and incorporated herein.

SECTION 4. Pursuant to the Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 1, dated April 25, 1975, and supplements, which determine COMPANY benefit and liability, the proposed grade crossing improvement meets Classification 1 of Paragraph 6(b), a category not considered as a benefit to the COMPANY, and no contribution by the COMPANY is required.

SECTION 5. JOINT MAINTENANCE OBLIGATIONS.

5.1 The ROAD AUTHORITY shall maintain jurisdiction for the roadway and will be responsible for maintaining at its expense the roadway and sidewalk(s), roadway and sidewalk crossing approaches up to the ends of the track ties, roadway and sidewalk pavement markings, and all advanced warning signs and pavement markings for both crossings. Beyond these obligations, the ROAD AUTHORITY shall have no inspection, maintenance and repair responsibilities relative to the new at-grade crossings and no duties relative to their renewal or replacement.

5.2 At the ROAD AUTHORITY's expense, as set forth in this section, the COMPANY shall maintain the crossing surfaces for both at-grade crossings. As compensation for COMPANY's assumption of all such future obligations, ownership, renewal, replacement, inspection, maintenance and repair responsibilities relative to the aforesaid at-grade crossings, the ROAD AUTHORITY, agrees to make a one-time payment of one hundred and seven- thousand and six hundred dollars (\$107,600.00) to the COMPANY. The COMPANY's inspection, maintenance, and repair responsibilities shall include, without limitation, grade crossing and railroad crossing signage. The provision of this Section 5.2 shall survive the expiration or termination of this Agreement.

5.3 The COMPANY shall, at its sole cost, operate and maintain the industrial track that will be crossed by the aforesaid at-grade crossings in accordance with Federal or State law as it shall be from time to time in the future while the COMPANY operates its line of railroad over such trackage and said crossings. However, this obligation to maintain said crossings and grade crossing signs shall cease in the event the COMPANY abandons its railroad operations over said tracks in the future. In such event, the ROAD AUTHORITY may, if it desires, remove the trackage and extend the roadways and their adjoining sidewalk(s) over the crossing surfaces for both at-grade crossings, or restore and maintain the crossings at the ROAD AUTHORITY's sole cost and expense.

5.4 If a railway or a highway improvement project necessitates rearrangement, relocation, or alteration of the Project, the costs for such rearrangement, relocation, or alteration will be the responsibility of the Party requesting such changes.

5.5 If any of the Project is partially or wholly destroyed after construction, then such repair and/or replacement costs must be distributed among the Parties as follows:

- A. In the event the COMPANY's negligence destroys or damages the roadway and crossing approaches up to the ends of the track ties as described in Section 5.1,

the COMPANY must reimburse ROAD AUTHORITY for the costs to replace or repair.

- B. In the event the ROAD AUTHORITY's negligence destroys or damages the at-grade crossing surface as described in Section 5.2 , the ROAD AUTHORITY must, at its sole cost and expense, replace or repair.

SECTION 6. MISCELLANEOUS.

6.1 GOVERNING LAW. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to any choice or conflict of laws principles (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois. All proceedings related to this Agreement shall be venued in Cook County, Illinois. This Agreement shall be binding upon the Parties and their successors or assigns.

6.2 SEVERABILITY. In the event any paragraph contained in this Agreement or any item, part, or term within any particular paragraph is determined by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remaining paragraphs or items will not be affected; and the rights and obligations of the Parties will be construed and enforced as if this Agreement did not contain that particular paragraph or item held to be invalid or unenforceable.

6.3 FORCE MAJEURE. The obligations of the Parties under this Agreement, other than payment, shall be subject to force majeure (which shall include strikes, riots, floods, accidents, Acts of God, and other causes or circumstances beyond the reasonable control of the Party claiming such force majeure as an excuse for non-performance), but only as long as, and to the extent that, such force majeure shall prevent performance of the obligations. In the event that an event of force majeure impairs either Party's ability to fulfill its obligations, that Party shall take reasonable measures to restore performance of its obligations in a timely manner.

6.4 NO THIRD-PARTY BENEFICIARY. This Agreement and each and every provision hereof is for the exclusive benefit of the Parties and not for the benefit of any third person. Nothing herein contained shall be taken as creating or increasing any right of any third person to recover by way of damages or otherwise against any Party hereto.

6.5 WAIVER. No consent or waiver, expressed or implied, by either Party of any breach or default by the other Party in the performance by such other Party of its obligations hereunder shall be deemed or construed to be a consent to or waiver of any other breach or default in the performance hereunder by such other Party. Failure on the part of a Party to complain of any act or failure of the other Party or to declare the other Party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first mentioned Party of its rights hereunder.

6.6 DEFINITIONS/TERMS. Each definition in this Agreement includes the singular and the plural, and references in this Agreement to the neuter gender include the masculine and feminine where appropriate. References herein to any agreement or contract mean such agreement or contract as amended. As used in this Agreement, the word "including" means "without limitation," and the words "herein", "hereof," and "hereunder" refer to this Agreement as a whole. All dollar amounts stated herein are in United States currency.

6.7 HEADING. The division of this Agreement into sections and subsections and the insertion of headings and section numbers are for convenience of reference only, and shall not affect the construction or interpretation of this Agreement. Unless the context otherwise requires, all references to sections are to sections of this Agreement.

6.8 MUTUAL NEGOTIATION. This Agreement is the result of mutual negotiations between the Parties, neither of whom shall be considered the drafter for purposes of contract construction.

6.9 LIMIT OF THIS AGREEMENT. Nothing herein shall be interpreted as creating an association, partnership, joint venture or other joint undertaking between the Parties.

6.10 This Agreement contains the entire understanding of the Parties and supersedes any and all prior oral or written understandings between the Parties, with respect to the subject matter hereof. No term or provision of this Agreement may be changed, waived, discharged, or terminated except by an instrument in writing and signed by both Parties.

6.11 This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in duplicate counterparts, each of which shall be considered as an original, by their duly authorized officers, as of the dates below indicated.

VILLAGE OF FRANKLIN PARK, IL

SOO LINE RAILROAD COMPANY,
d/b/a CPKC

APPROVED:

Recommended for Approval:

By: _____

By: _____

Date: _____, 2024

Date: _____, 2024

APPROVED:

APPROVED:

Date: _____, 2024

Date: _____, 2024

SCHEDULE A
Plan and Estimate

DRAWN BY: LBT
 CHECKED BY: SMS
 DATE: 02/12/2024

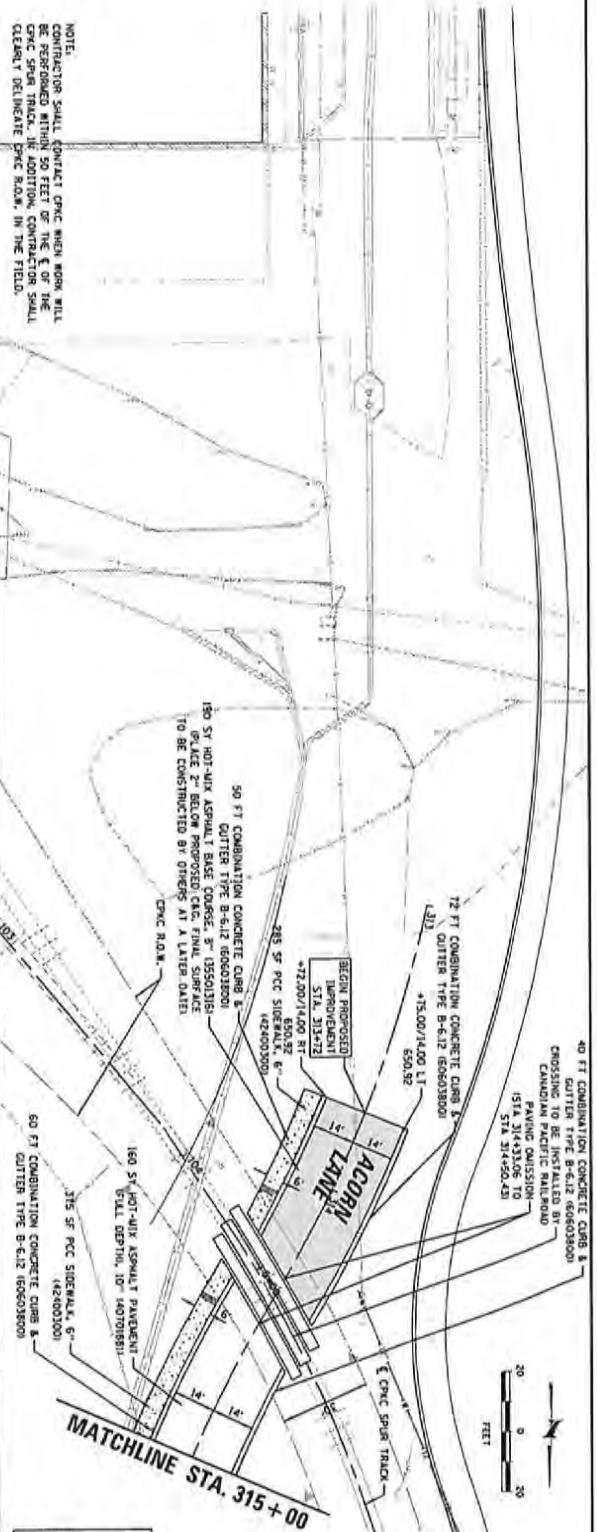
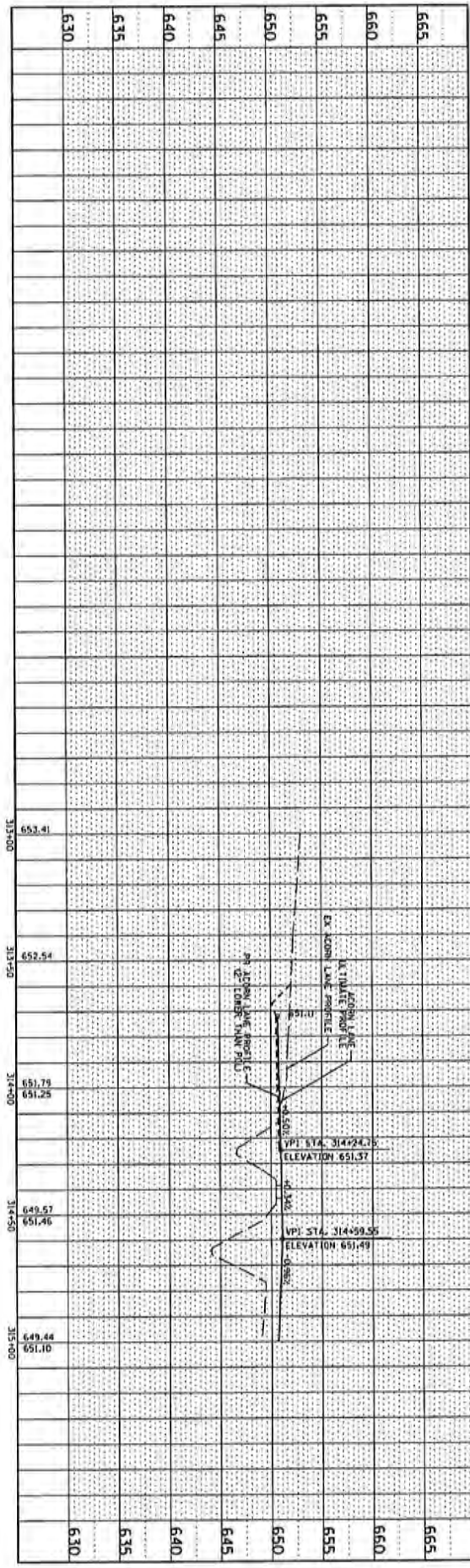
CB
 CHRISTOPHER B. BURKE ENGINEERING, LTD.
 5000 Riverwood, Elmhurst, Illinois 60120
 (630) 833-0500

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

NO.	DATE	REVISIONS

CONTRACT NO. 1-21-4743
 PROPOSED PLAN AND PROFILE
 ACORN LANE

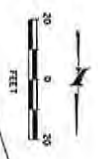
SHEET NO.
 AL-6
 DRAWING NO.
 1132 OF 1169

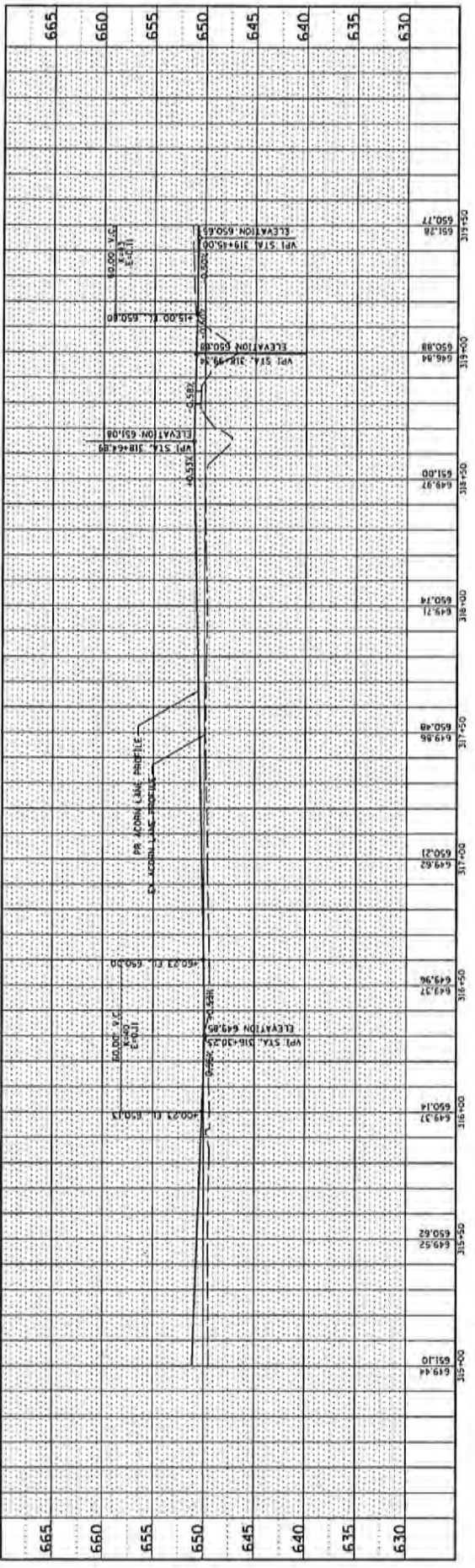
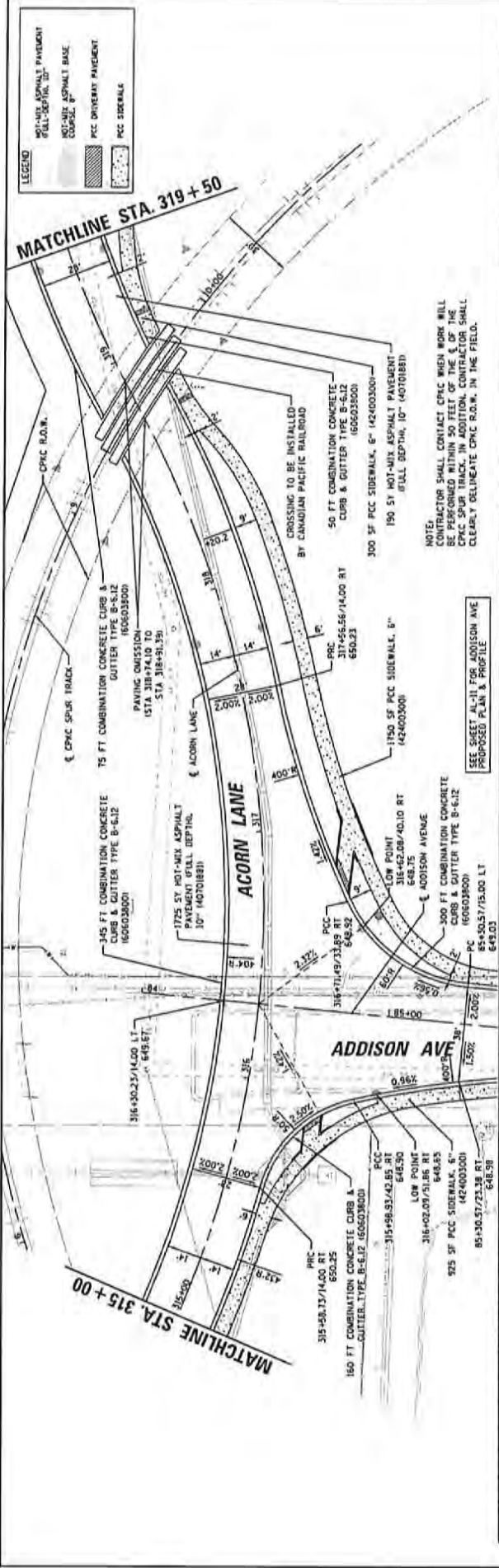


LEGEND

- [Pattern] HOT-MIX ASPHALT PAVEMENT
- [Pattern] PCC SIDEWALK
- [Pattern] PCC SIDEWALK
- [Pattern] PCC SIDEWALK
- [Pattern] PCC SIDEWALK
- [Pattern] PCC SIDEWALK

NOTE:
 CONTRACTOR SHALL CONTACT CPAC WHEN WORK WILL BE PERFORMED WITHIN 50 FEET OF THE E OF THE CPAC SPAN TRACK LOCATION. CONTRACTOR SHALL CLEARLY DELINEATE PCC R.O.M. IN THE FIELD.





LEGEND

- 745 FT COMBINATION CONCRETE CURB & GUTTER TYPE B-612
- 1725 SY HOT-MIX ASPHALT PAVEMENT (FULL DEPTH, 10\"/>

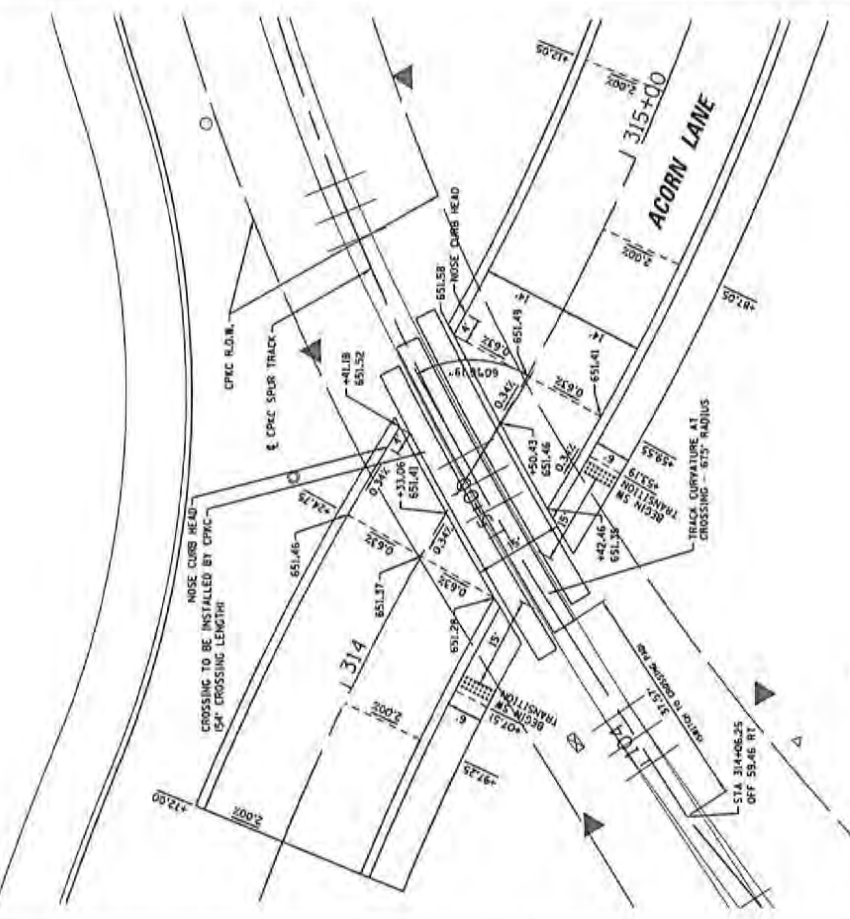
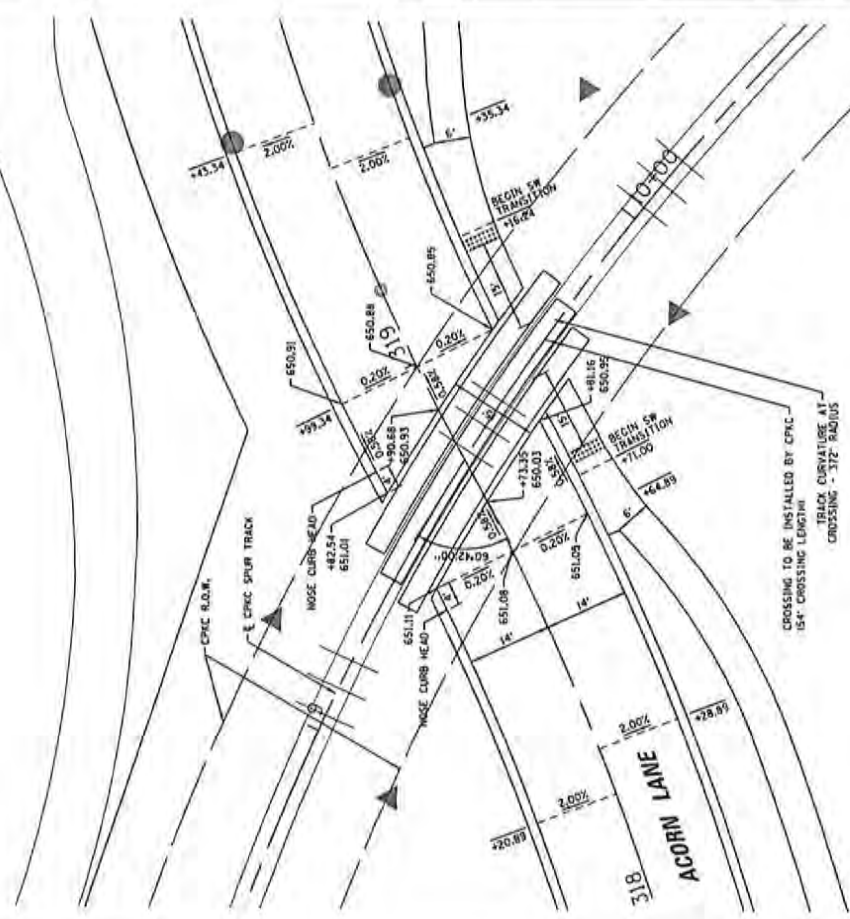
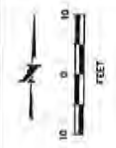
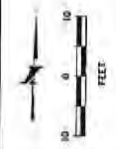
NOTE:
 CONTRACTOR SHALL CONTACT CPAC WHEN WORK WILL BE PERFORMED WITHIN 50 FEET OF THE E OF THE CPAC SPUR TRACK. IN ADDITION, CONTRACTOR SHALL CLEARLY DELINEATE CPAC ROW IN THE FIELD.

SEE SHEET AL-11 FOR ADDISON AVE PROPOSED PLAN & PROFILE

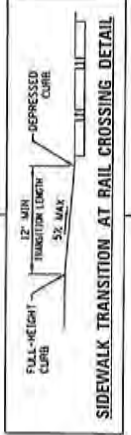
DRAWN BY: MBT	DATE: 02/12/2024	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY	CONTRACT NO.: I-21-4743	SHEET NO.: AL-7
CHECKED BY: SNS	DATE: 02/12/2024	2700 OGDEN AVENUE	PROPOSED PLAN AND PROFILE	DRAWING NO.: 1133
		DOWNS GROVE, ILLINOIS 60515	ACORN LANE	OF: 1169

CHRISTOPHER B. BURKE ENGINEERING, LTD.
 207 N. Highways 180, Suite 600
 Downers Grove, IL 60155
 (630) 833-2500

CS



SEE SHEET AL-18 FOR PROPOSED PAVEMENT MARKING AND SIGNING DETAILS



NOTE:
CONTRACTOR SHALL CONTACT CPKC WHEN WORK WILL BE PERFORMED WITHIN 50 FEET OF THE E OF THE CPKC SPUR TRACK. IN ADDITION, CONTRACTOR SHALL CLEARLY DELINEATE CPKC PARK IN THE FIELD.

NO.	DATE	REVISIONS	DESCRIPTION	CONTRACT NO.	SHT NO.
				1-21-4743	AL-43
				RAIL CROSSING INTERSECTION DETAIL	1169 of 1169
				ACORN LANE	

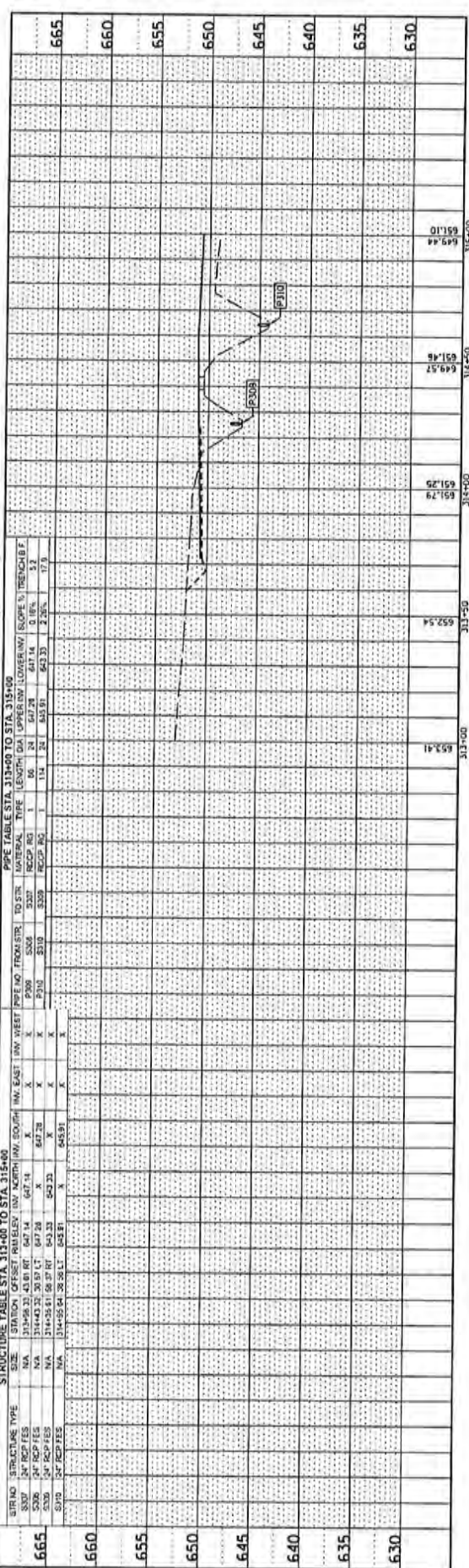
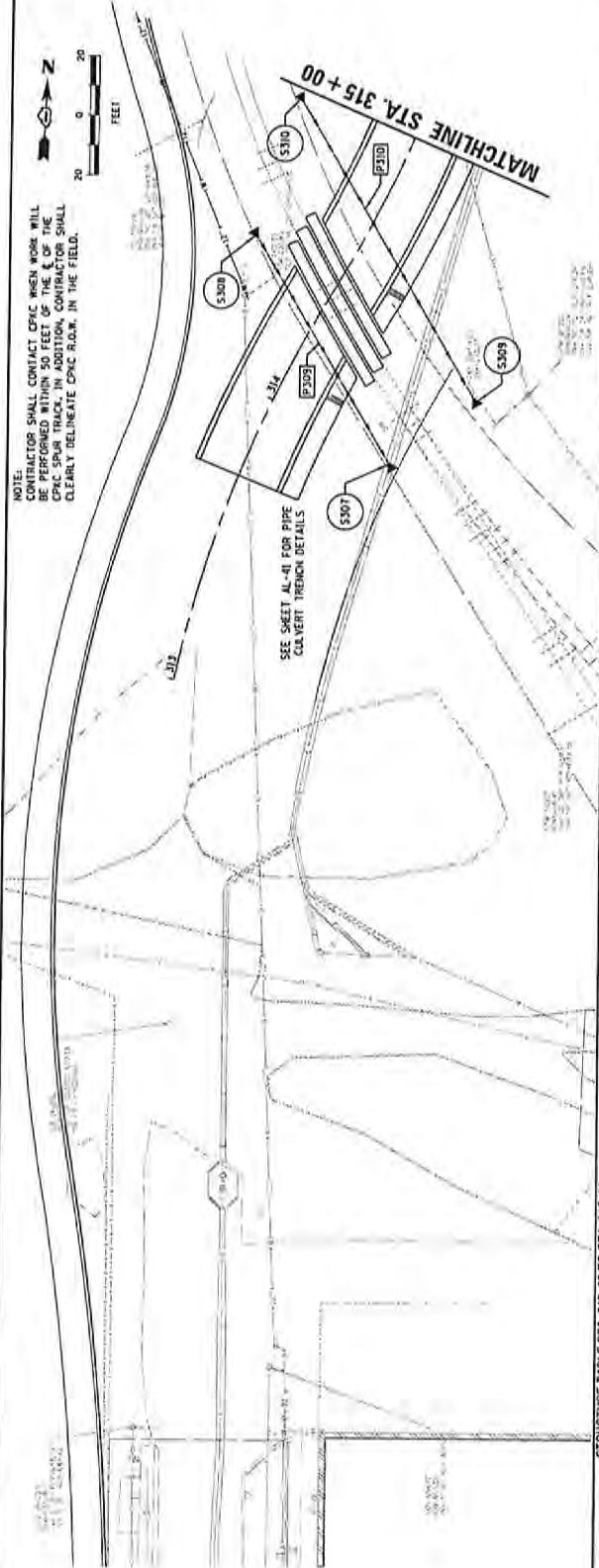
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
2700 OGDEN AVENUE
DOWNERS GROVE, ILLINOIS 60515

CHRISTOPHER B. BURKE ENGINEERING, LTD.
3075 W. Higgins Road, Suite 600
Rosemont, Illinois 60018
(847) 624-0200



DRAWN BY: MBT DATE: 02/12/2024
CHECKED BY: SNS DATE: 02/12/2024

NOTE:
 CONTRACTOR SHALL CONTACT CPIC WHEN WORK WILL BE PERFORMED WITHIN ANY OF THE CPIC SPUR TRACKS. IN ADDITION, CONTRACTOR SHALL CLEARLY DELINEATE CPIC R.O.W. IN THE FIELD.



PIPE TABLE STA. 313+00 TO STA. 315+00

STATION	PIPE NO.	PIPE DIA.	LENGTH	UPPER INV.	LOWER INV.	GRADE	REMARKS
313+00	P307	36"	114'	625.33	623.33	2.38%	
313+00	P308	36"	114'	625.33	623.33	2.38%	
313+00	P309	36"	114'	625.33	623.33	2.38%	
313+00	P310	36"	114'	625.33	623.33	2.38%	

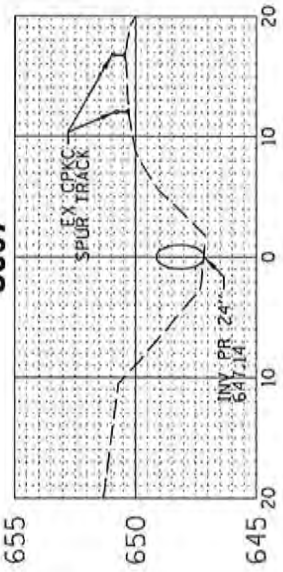
DRAWN BY: MBT DATE: 02/12/2024
 CHECKED BY: SMS DATE: 02/12/2024

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
 2700 OGDEN AVENUE
 DOWNERS GROVE, ILLINOIS 60515

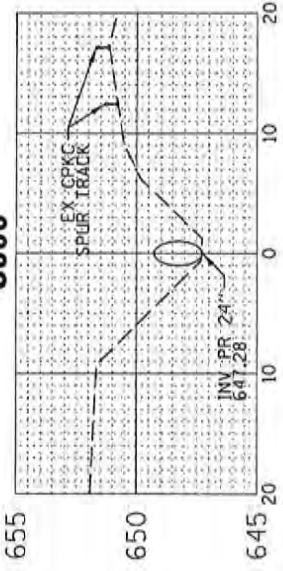
CHRISTOPHER B. BURKE ENGINEERING, LTD.
 3838 W. HICKORY BLVD., SUITE 600
 FARMINGTON, ILLINOIS 62521
 (618) 824-6500

CONTRACT NO. 1-21-4743
 DRAWING NO. AL-12
 SHEET NO. 1138 OF 1169

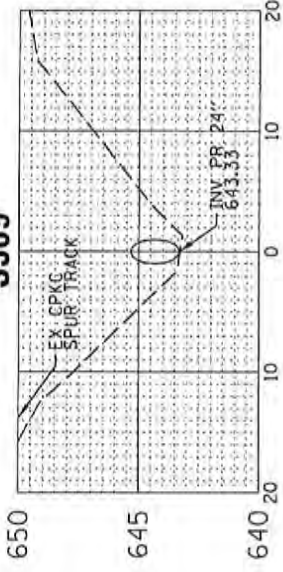
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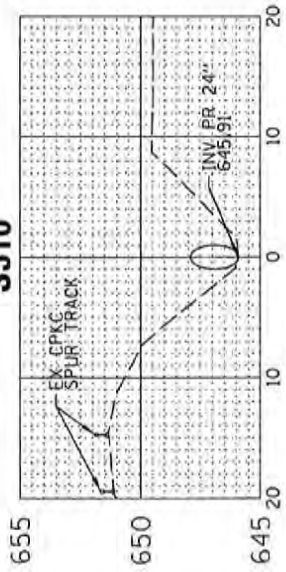
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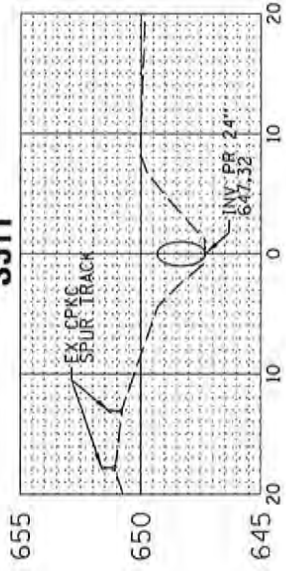
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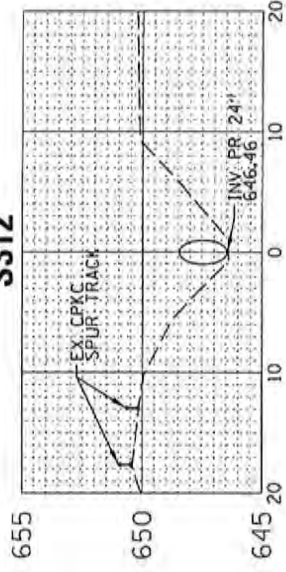
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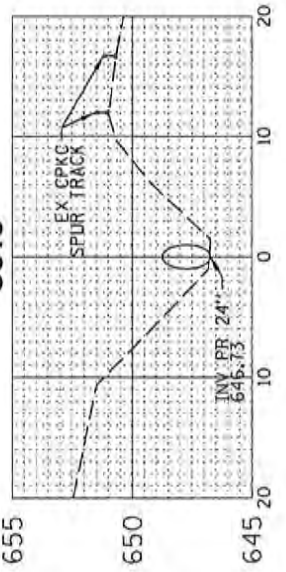
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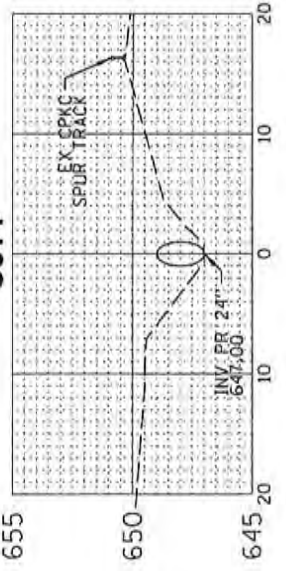
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S313

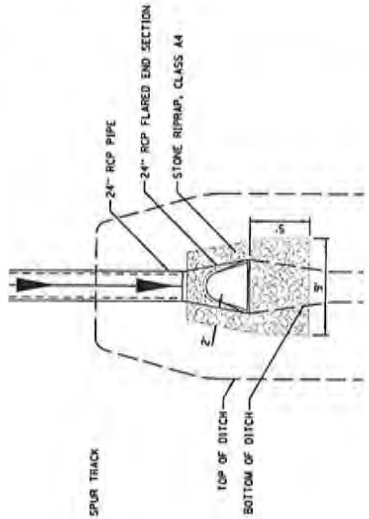


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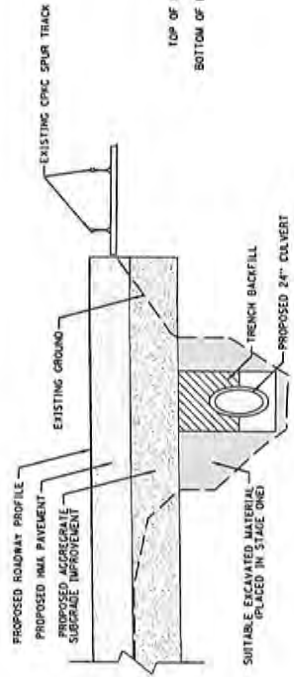


NOTE: SECTIONS DEPICTED ON THIS SHEET ARE SITUATED AT THE END OF THE INDICATED FLARED END SECTION AND ARE ALIGNED PERPENDICULARLY TO THE CPKC SPUR TRACK.

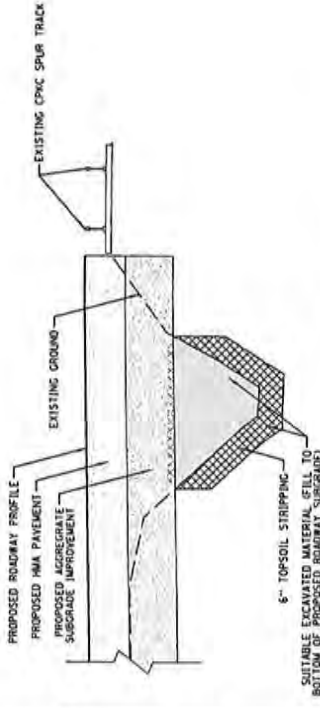
DRAWN BY MBT	DATE	02/12/2024	CHRISTOPHER B. BURKE ENGINEERING LTD. 8515 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (647) 833-0500	 THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 GGDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	EXISTING	DESCRIPTION	CONTRACT NO.	I-21-4743	SHT NO.	AL-36
	CHECKED BY SNS	DATE			02/12/2024	PIPE CULVERT CROSS SECTIONS	PIPE CULVERT CROSS SECTIONS	DRAWING NO.	1162 OF 1169	



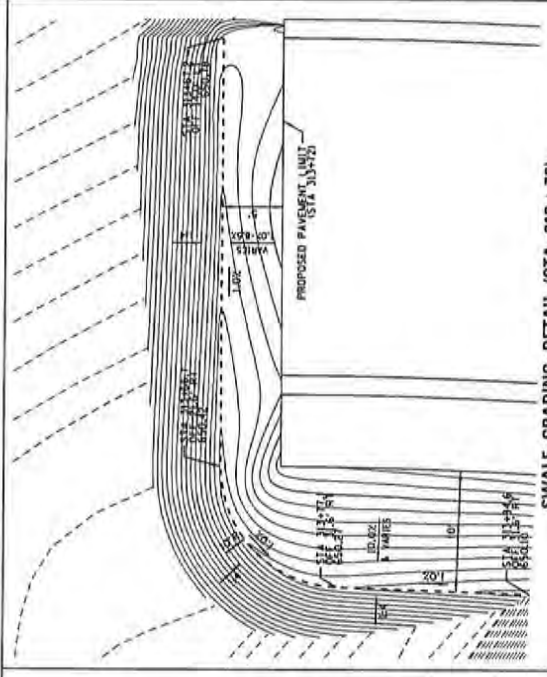
DITCH PIPE CULVERT RIPRAP DETAIL



**CPKC SPUR TRACK DITCH PIPE CULVERT INSTALLATION DETAIL
STAGE TWO - TRENCH EXCAVATION AND CULVERT PLACEMENT**



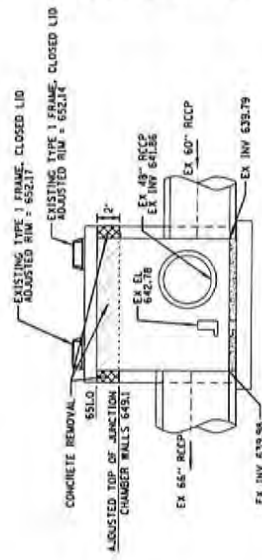
**CPKC SPUR TRACK DITCH PIPE CULVERT INSTALLATION DETAIL
STAGE ONE - TOPSOIL STRIPPING AND SUITABLE FILL**



SWALE GRADING DETAIL (STA 313+72)

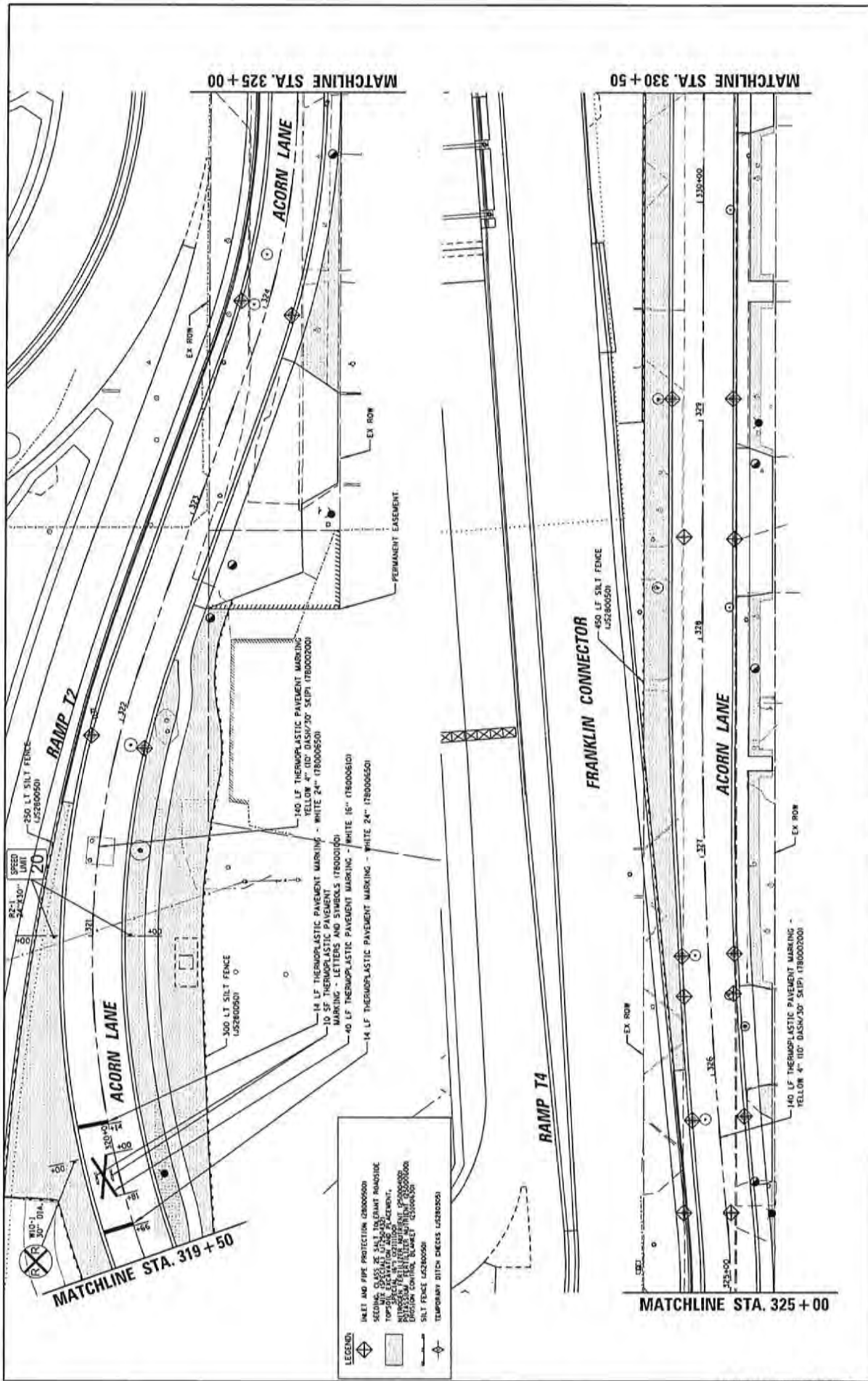


**EXISTING JUNCTION CHAMBER
(STATION 321+391)**

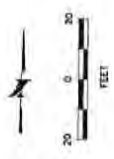
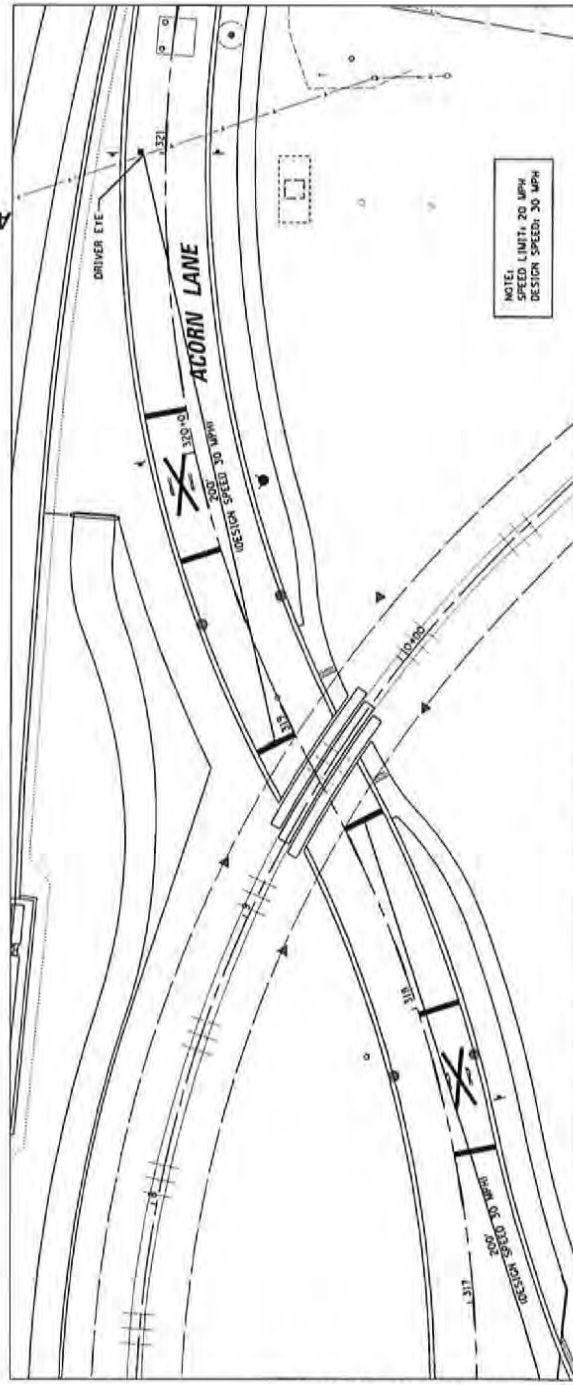
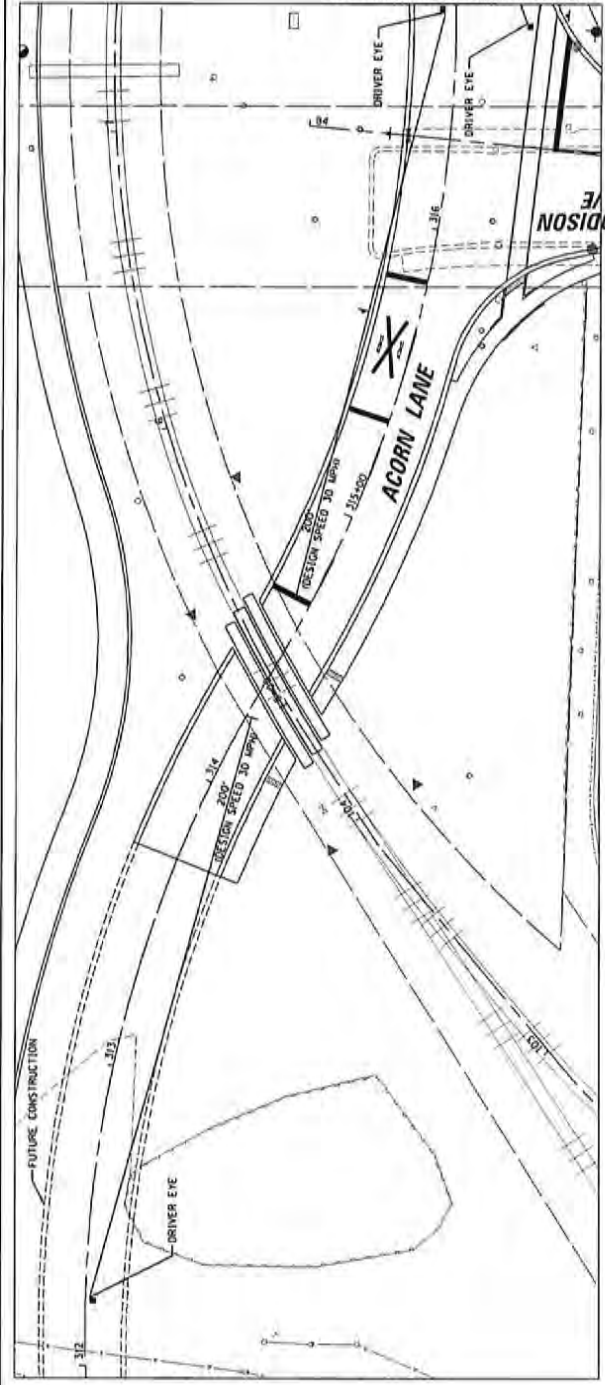


**DRAINAGE STRUCTURE ADJUSTMENT (SPECIAL)
EXISTING JUNCTION CHAMBER AT STATION 321+391**

DRAWN BY MBT CHECKED BY SNS	DATE 02/12/2024 DATE 02/12/2024	CHRISTOPHER B. BURKE ENGINEERING, LTD. 9515 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (617) 623-0500	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 S. DOWNERS GROVE DOWNERS GROVE ILLINOIS 60515	CONTRACT NO. 1-21-4743 DRAWING NO. 1167 OF 1169
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DRAWN BY: MBT CHECKED BY: SNS	DATE: 02/12/2024 DATE: 02/12/2024	CHRISTOPHER B. BURKE ENGINEERING, LTD. 8275 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (630) 823-3900	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 2700 GARDEN AVENUE DOWNERS GROVE, ILLINOIS 60515	RELATIONS: _____ DESCRIPTION: _____ NO. DATE: _____	CONTRACT NO. I-21-4743 EROSION CONTROL AND PAVEMENT MARKING PLAN ACORN LANE	SHEET NO. AL-19 Drawing No. 1145 of 1169
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NOTE:
 DESIGN SPEED: 30 MPH
 DESIGN SPEED: 30 MPH

DRAWN BY: MBT CHECKED BY: SMS DATE: 02/12/2024 DATE: 02/12/2024	THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY 200 N. WASHINGTON ST. SPRINGFIELD, ILLINOIS 62701	CONTRACT NO. 1-21-4743 STOPPING SIGHT DISTANCE EXHIBIT ACORN LANE	SHT NO. _____ DRAWING NO. _____ OF _____
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 CHRISTOPHER B. BURKE ENGINEERING, LTD.
 8535 W. Higgins Road, Suite 400
 Rosemont, Illinois 60018
 (847) 827-6500

SCHEDULE B

1. **GENERAL PROVISIONS**The COMPANY, for performance of its work as set forth in the Agreement, shall bill the ROAD AUTHORITY monthly for the actual costs and expenses incurred. These progressive invoices may be rendered on the basis of the estimated percentage of the work completed. The ROAD AUTHORITY, after verifying that the bill is reasonable and proper, shall promptly reimburse the COMPANY.

The COMPANY, upon the completion of its work, shall send the ROAD AUTHORITY a detailed final statement of actual expenses it incurred, including allowable additives. After the ROAD AUTHORITY's representatives have checked the final statement and have agreed that the costs are reasonable and proper, insofar as they are able to ascertain, the ROAD AUTHORITY shall reimburse the COMPANY in the amount, less previous payments, if any, equal to the amount billed.

After the ROAD AUTHORITY's representatives have audited the expenses incurred by the COMPANY and final inspection of the installation has been made, the COMPANY shall reimburse the ROAD AUTHORITY for any item (or items) of expense found by the ROAD AUTHORITY representatives to be ineligible for reimbursement.

2. All work herein provided to be done by the ROAD AUTHORITY or its contractor or contractors on the right-of-way or upon, over, under, or across the railroad tracks of the COMPANY shall be done in a manner satisfactory to the COMPANY and shall be performed as such time and in such manner as not to interfere unnecessarily with the movement of trains or traffic upon the tracks of the COMPANY. The ROAD AUTHORITY shall require its contractors or contractors to use all care and precaution necessary to avoid accident, damage, or interference to the COMPANY's tracks or the trains or traffic using its tracks, and to notify the COMPANY a sufficient time in advance whenever the contractor is about to perform Project work adjacent to the track to enable the COMPANY to arrange for the furnishing of flagging and such other protective services as might be necessary to ensure the safety of railroad operations.

The COMPANY shall have the right to furnish all such flagging or protective service as in its judgment is necessary, and the ROAD AUTHORITY or its contractor or contractors shall reimburse the COMPANY for the cost thereof. Wherever safeguarding of trains or traffic of the COMPANY is mentioned in this Agreement, it is intended to cover all users of the COMPANY'S track having permission for such use.

3. The ROAD AUTHORITY shall require its contractor or contractors, upon completion of the work, to remove all machinery, equipment, temporary buildings, false work, debris, and rubbish from COMPANY right-of-way, to provide proper drainage away from COMPANY track, and to leave the tracks and right-of-way in a neat condition, satisfactory to the COMPANY's Chief Engineer or the Chief Engineer's representative.
4. Any contract between the ROAD AUTHORITY and its contractor or subcontractor to perform the work herein provided to be done by the ROAD AUTHORITY within fifty feet (50') of the COMPANY right-of-way shall require that the contractor or subcontractor enter into and execute the Right of Entry License Agreement attached hereto as Schedule C.

5. Subsequent to the award of any contract, and before any work is started on this project, a conference shall be held between the representatives of the ROAD AUTHORITY, the COMPANY, and the interested contractor(s) at a time and place designed by the ROAD AUTHORITY for the purpose of coordinating the work to be performed by the several parties and at such time a schedule of operation will be adopted.
6. To the fullest extent permitted by law, the ROAD AUTHORITY shall release, defend, indemnify, and hold harmless the COMPANY and its directors, officers, stockholders, divisions, agents, affiliates, subsidiaries, successors and assigns, or anyone acting on its behalf or their behalf, from and against any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, obligations, fines, judgments, damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultants' fees, response costs, remedial action costs, cleanup costs and expenses) arising from any injury to persons, firms, or corporations whomsoever (including the Parties and their employees, agents, and invitees), including injuries resulting in death, and damage to any property whatsoever (including property of the Parties), alleged to be caused by or attributable to, in whole or in part, the Project work performed under this Agreement and/or the inadequacy of the crossing warning devices installed by either Party for the Project. The provisions of this Section 6 shall survive the expiration or termination of this Agreement.
7. When the roadway is to be closed to vehicular traffic while the COMPANY work is being performed, the ROAD AUTHORITY at its expense shall furnish, erect, maintain, and remove the traffic control devices necessary to detour roadway and/or sidewalk traffic after the COMPANY gives two weeks' advance notice to the ROAD AUTHORITY'S engineer.

When the COMPANY is to perform its work while maintaining roadway and/or pedestrian traffic, the ROAD AUTHORITY shall furnish or cause to be furnished, at its expense, the signs, barricades, and traffic/foot-traffic control devices for erection by the COMPANY after two weeks' advance notice is given to the ROAD AUTHORITY'S engineer. The COMPANY, at the expense of the ROAD AUTHORITY, shall erect, maintain, relocate and remove the signs, barricades, and other traffic control devices, including the furnishing of flagmen, as required to maintain roadway and/or foot traffic throughout the time the COMPANY work for the Project is being performed.

**SCHEDULE C
RIGHT-OF-ENTRY LICENSE AGREEMENT**

THIS RIGHT-OF-ENTRY LICENSE AGREEMENT (hereinafter called, "**ROE License Agreement**") is made by and between

A. PARTIES

SOO LINE RAILROAD COMPANY, a Minnesota Corporation doing business as CPKC, with general offices at:

Address	Contact Info	
Real Estate Department 120 South Sixth Street Minneapolis, Minnesota 55402	Name:	
	Phone:	
	Fax:	
	Email:	

hereinafter called "**CPKC**,"

and

[_____], a/an [_____], whose address is:

Address	Contact Info	
	Name:	
	Phone:	
	Fax:	
	Email:	

hereinafter called "**Licensee**," each individually being referred to herein as "**Party**" and collectively as "**the Parties**."

B. PROPERTY; SCHEDULE; GRANT OF LICENSE;

1. Property

CPKC hereby grants Licensee a license to enter in and upon certain property owned or controlled by CPKC in Franklin Park, Cook County, Illinois, at or near MP [_____] on the [_____] Subdivision, as shown on the drawing labeled SCHEDULE A, attached herewith and made a part hereof ("the Property"),

2. Work Schedule

for or the sole for the purpose of performing, generally, the following activities: [_____] (the "Work") within the scope and in the manner described in Licensee's plans, specifications, and special provisions and which have been approved by CPKC's Designated Engineering Representative.

3. Grant of License

This license is granted subject to all the terms and conditions set forth below and apply to all Work and activities upon the Property that may be performed

by Licensee through its employees, agents, and contractors. For the purposes of this ROE License Agreement, the actions and omissions of such employees, agents, and contractors shall be deemed the actions and omissions of Licensee.

4. Agreement To Be Available At Work Site

Licensee shall keep a copy of this ROE License Agreement at the Work site and shall make it available upon demand by any employee or agent of CPKC.

C. TERM, EFFECTIVE DATE, EXPIRATION & TERMINATION

1. Term

The term of this ROE Agreement shall

Commence at 12:01 am on _____, 20__, the "**Commencement Date**;" and

Expire at 11:59 pm on _____, 20__, the "**Expiration Date**;"

the "**Term**." Upon agreement between CPKC and Licensee, the Term may be lengthened or shortened without affecting any other provisions of this ROE License Agreement.

2. Effective Date

This ROE License Agreement shall become effective upon the date that it has been signed by both parties.

3. Expiration

This ROE License Agreement will expire at the Expiration Date, or when the Work is completed, whichever occurs first. Notwithstanding any other provision of this ROE License Agreement, the preceding sentence shall not terminate or limit any Claim by CPKC against Licensee arising prior to the Expiration Date.

4. TERMINATION; EXCLUSION:

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, this ROE License Agreement is terminable by CPKC prior to the Expiration Date in the event Licensee breaches any of its obligations under this Agreement. The early termination of this Agreement shall not terminate or limit any claim by CPKC against Licensee arising prior to such termination. If Licensee is in breach of any of its obligations under this Agreement, any employee or agent of CPKC may order Licensee off the Property, in which case Licensee shall immediately leave the Property; moreover, Licensee shall leave the property immediately upon termination pursuant to this paragraph.

D. PAYMENTS

1. License Fee

In consideration of the permissions herein granted, the Licensee shall with its execution hereof pay to CPKC the sum of **One Dollar (\$1.00)**.

2. Utilities

Licensee shall assume and timely pay for any gas, electrical, telephone, computer, sewer, water, storm water, waste or trash removal, or any other service or commodity connected with the Work, collectively "**Utility Service.**" If any Utility Service fee is in common with CPKC or other parties, Licensee shall be liable for its proportionate share of any such Utility Service Fee and upon receipt of a bill therefor, promptly pay CPKC or such other party for its share. It shall be a default in the terms of this ROE License Agreement if it can be shown that Licensee has not made such payments within 30 days if due to CPKC, or within 60 days if payable to any other party.

3. Mechanics' And Materialmen's Liens

If any mechanics' or materialmen's lien, or similar lien, is asserted against the Property, or any other property of CPKC, as a consequence of the Work, Licensee shall immediately satisfy, defend, or obtain the release of such lien, all at Licensee's expense, and Licensee shall indemnify and defend CPKC against any Claims (as defined in Section G.1.i) arising out of or connected with such lien.

4. Additional Charges

Licensee shall within 30 days of receipt of a bill therefor, pay to CPKC or its designee the costs for flagging, track changes, or damage, or other such charges as may be provided by this ROE License Agreement or that CPKC may reasonably impose in connection with Licensee's Work.

5. Due Dates; Penalties; Other Charges

i. Due Dates

Any item, submission, or payment required to be made shall be deemed timely made if received by the other Party on or before the specified due date, or prior to expiration of the applicable period for compliance, submission, or payment.

ii. Late Fees

In addition to any amounts payable by Licensee to CPKC, Licensee shall pay CPKC a late fee for any payment not timely made by Licensee. The late fee shall be at the rate for overdue accounts set by CPKC's Accounting Department that is in effect at the time that any such payment is due. Said late fee shall initially be an amount equal to 1% of the invoice amount per month.

iii. Fines & Service Fees

In addition to any other amounts payable by Licensee to CPKC, Licensee shall pay CPKC for any bank fines or service incurred by it in

connection with the handling, non-payment, return, or currency conversion incurred by CPKC in connection with processing of any payment made by Licensee to CPKC.

6. Work At No Cost To CPKC:

The Work completed by Licensee shall be performed at no cost to CPKC.

E. CONTACT, NOTICES, ETC.

1. Contact Persons; Communications

Communications pursuant to this ROE License Agreement shall be directed to the other Party's contact persons designated in Section A or their designees. Either Party may change its contact person, or the address(es), telephone number, or fax number for the contact person, by notice to the other Party.

2. Notices

Except as otherwise provided in this ROE License Agreement, all notices pursuant to this ROE License Agreement shall be in writing and shall be effective upon delivery to the address or fax number of the contact person for the Party to whom notice is being given. If notice is given by fax, the notice shall not be deemed effective until received in legible form.

3. Notification Prior To Beginning Work

Licensee must notify CPKC in writing at least fourteen (14) days prior to beginning any separate phase of the Work, and again promptly after such phase of the Work has been completed so that CPKC may arrange for the necessary flagging protection.

F. PERMITTED & PROHIBITED USES; RIGHTS OF CPKC

1. Permitted Uses

i. The Work

The use of Property by Licensee shall be limited to the completion of the Work set forth in Section B.2., or such other kind of activities as may be approved by CPKC in writing.

ii. Government Authorities

Licensee may permit governmental authorities with jurisdiction over the Work to enter the Property for the purpose of inspecting or monitoring the Work. Whenever possible, Licensee shall advise CPKC (by telephone or other means calculated to bring the matter to CPKC's immediate attention) prior to permitting such governmental authorities to enter the Property for such purposes. The actions and omissions of such governmental authorities while on the Property for such inspections and monitoring shall be deemed the actions and omissions of Licensee. Licensee is not authorized to permit governmental authorities to enter the Property for any other purpose.

2. Prohibited Uses and Activities

The Licensee shall not use, occupy or permit the Property to be used for any purpose, activity or improvement except as provided in this ROE License Agreement or as may be approved of in writing by CPKC. Specifically, Licensee shall not:

i. Advertising

permit any advertisements or signs upon the Property;

ii. Use of Hazardous Substances

without prior written disclosure to and approval by CPKC, Use or authorize the Use of any Hazardous Substance on the Property, including installation of any above or underground storage tanks; subject thereto, the Licensee shall arrange at its own cost for the lawful transportation and off-site disposal of any and all Hazardous Substances that it shall Use or generate;

iii. Use of Premises for waste treatment or as storage or disposal facility

cause or allow the Property or any of CPKCs adjacent property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or to otherwise bring any such property within the ambit of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or any similar state statute or local ordinance; or

iv. Subleasing Prohibited.

sublease the Property or the permissions or rights herein granted in any manner or form.

3. Reservations and Rights of CPKC

i. Railroad Activities Take Priority over Work

All Work by Licensee shall always and all times be subordinate to the needs of CPKC and any other duly-authorized third party/lessee in connection with their operation and movement of railroad trains and equipment, and the repair of railroad track, structures, communications and appurtenances thereto.

ii. Reservation of prior and future uses not inconsistent with Licensee's activities.

The rights herein granted to Licensee to conduct the Work are subject to the rights granted in all other licenses, permits, and easements for tracks, roads, walkways, poles, wires, pipelines, sewers, billboards, and other improvements that exist or may be placed upon, across, above or underneath the Property by CPKC, or its employees, agents, licensees, grantees, representatives or invitees. Further, CPKC reserves unto itself the right to place (or to give others the right to place) additional tracks, roads, walkways, poles, wires, pipelines, sewers and billboards upon, across, above or underneath the Property in any manner that does not unreasonably interfere with Licensee's Work.

iii. **Monitoring**

CPKC may elect to be present during the conduct of the Work and to monitor same.

G. COVENANTS, CONDUCT & RESPONSIBILITIES

1. **Definitions.** For purposes of this ROE License Agreement:

- i. **"Claim"** or **"Claims"** means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorneys' fees, consultants' fees, response costs, remedial action costs, cleanup costs, and expenses which may be related to any Claims);
- ii. **"Environmental Law"** or **"Environmental Laws"** means all Governmental Requirements that, in any way, govern or regulate Licensee's Work or activities arising from or relating to or resulting from such Work for the protection of human health, safety, the environment, and natural resources (including, without limitation, ambient air, surface, water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species, and vegetation), including, without limitation, Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq, the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., the Clean Water Act, 33 U.S.C. §1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Hazardous Materials Transportation Act, as amended, 49 U.S.C. §§ 5101 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. §§ 136 et seq., the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq., the Safe Drinking Water Act, as amended, 42 U.S.C. §§ 300f et seq., all as amended from time to time, or hereafter enacted;
- iii. **"Governmental Requirements"** shall mean all federal, state, and local laws, statutes, ordinances, regulations, codes, standards, guidance, judicial or administrative orders, consent decrees, binding judgments, or the orders of any public agency or authority, or association, or other similar requirements, now or hereafter in effect, in each case as amended or supplemented from time to time, that, in any way, govern or regulate Licensee's Work on or use of the Property or activities arising from or relating to or resulting from such Work on or use of the Property.
- iv. **"Hazardous Substance"** or **"Hazardous Substances"** means any substance, class of substances, or such quantity of an otherwise non-hazardous substance or substances, which are or may be detrimental

to the environment or human or animal health including, without limitation:

- a. radioactive, explosive, poisonous, corrosive, flammable, or toxic substances or materials;
- b. toxic substances, which shall include, without limitation, asbestos, polychlorinated biphenyls, all chemicals and substances known or suspected to cause cancer or reproductive toxicity;
- c. any substance, chemical, or material declared to be hazardous or toxic under any Governmental Requirements applicable to CPKC, Licensee, or the Property;
- d. any Waste containing hazardous biological material;
- e. any substance that, if added to any water, would degrade or alter the quality of the water to the extent that it is detrimental to its use by humans or by any animal, fish, or plant; and
- f. any solid, liquid, gas, or odor or combination of any of them that, if Released, creates or contributes to a condition that:
 - A. endangers the health, safety, or welfare of humans;
 - B. interferes with the normal enjoyment of life or property; or
 - C. causes damage to plant life, animal life, or to property.
- v. **"Release"** or **"Released"** means any actual or threatened spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, or spreading of any Hazardous Substance into the environment, as "environment" is defined in CERCLA or any other Governmental Requirement;
- vi. **"Response"** or **"Respond"** means action taken in compliance with Environmental Laws to correct, remove, remediate, cleanup, prevent, mitigate, monitor, evaluate, investigate, assess, or abate the Release of a Hazardous Substance;
- vii. **"Use"** as a verb, shall be broadly defined to include all uses, including without limitation to manage, generate, manufacture, process, treat, store, use, re-use, refine, recycle, reclaim, blend, or burn for energy recovery, incinerate, accumulate speculatively, transport, transfer, dispose of, or abandon.

2. Investigation; Compliance with Laws; Safety Requirements.

- i. **Tenants and Licensees in possession of Property**
Before entering the Property to perform the Work, Licensee shall secure the consent of all persons or entities who are using or occupying any portion of the Property. CPKC will cooperate with Licensee to obtain consent from any such person or entity who unreasonably withholds consent.

ii. **Underground Utilities And Structures**

- a. Licensee shall be responsible for determining the location of all underground utilities (electric lines, telephone lines, gas lines, steam lines, sewer lines, water lines, fiber optic cables, pipes, wires, and the like) and underground structures.
- b. Licensee shall call **CPCBYD "Canadian Pacific Call before You Dig" at 1-866-291-0741 for Signal, Fiber Optics, and Power for CPKC Facilities on Canadian Pacific Right of Way and Illinois' "ONE CALL"** a minimum of five (5) business prior to commencing any excavation, boring, or earth-moving on the Property.
- c. CPKC will cooperate with Licensee to identify the location of underground utilities and structures known to CPKC, but such cooperation shall not relieve Licensee from its primary responsibility to determine the locations of such utilities and structures.

iii. **Permits And Licenses; Compliance With Laws**

Licensee shall secure, at no expense to CPKC, any permits or licenses required in connection with the Work and shall comply with all laws applicable to the Work and the Property, including (but not limited to) any Environmental Laws or other laws, standards, regulations, and permit requirements relating to environmental pollution or contamination or to occupational health and safety. Licensee shall indemnify and defend CPKC against any and all Claims arising out of or connected with the violation of any law by Licensee while on or about the Property to perform the Work.

iv. **Compliance With CPKC Safety Requirements; Identification**

- a. While on the Property, Licensee shall comply with the safety requirements of CPKC, as such requirements may be amended from time to time during the duration of the Work, all at no expense to CPKC. CPKC's safety requirements are set forth in "**SCHEDULE D**", which accompanies this ROE License Agreement and which is titled "**MINIMUM SAFETY REQUIREMENTS FOR CONTRACTORS WORKING ON RAILWAY PROPERTY**", and in CPKC's current safety handbook. One free copy of the current safety handbook will be provided to the Licensee by the CPKC contact person. Additional copies will be provided at Licensee's expense. Licensee shall be responsible for ensuring that any person performing any of the Work for or on behalf of Licensee shall comply with the CPKC safety requirements that would apply to a CPKC employee performing similar work.
- b. Prior to any entry onto the Property, Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall successfully complete the safety training available

through the e-railsafe program at www.e-railsafe.com in respect to requirements for CPKC operations.

- c. Licensee and every employee, agent, or subcontractor who carries out any part of the Work on the Property shall at all times wear and visibly display the identification badge issued to them following successful completion of the e-railsafe safety training together with whatever additional identification materials that CPKC may reasonably require.

3. Work In Close Proximity To Railroad Operations; Drainage:

i. Interference With Railroad Operations

Licensee shall keep CPKC fully apprised of its proposed activities on the Property so as to prevent any interference with the operations of CPKC trains or equipment (or trains or equipment of others) operating on or near the Property.

ii. Clearance

No work shall be done or any equipment or other obstruction placed over or within 50 feet laterally of the centerline of any track without advance notification to CPKC prior to performing such work or placing such equipment or obstruction.

iii. Flagging

Licensee must make arrangements with CPKC for such flagging or watchman service for the protection of railroad traffic. The fact that CPKC provides such service shall not relieve Licensee from any liability under this ROE License Agreement. CPKC's labor and material additives are subject to change without notice to Licensee, and CPKC shall be reimbursed based upon its labor and material additives actually in effect as of the date of such service.

iv. Certain Work Close To Track Not Permitted; Lateral Support:

- a. Unless otherwise agreed to in writing by CPKC, excavations, borings, wells, pits, test holes, probe sites, and the like shall not be located closer than 25 feet from the centerline of the nearest railroad track on or adjacent to the Property nor shall it take or allow any action upon the Property that would materially impair the lateral or subadjacent support of adjacent lands or railroad tracks;
- b. Unless otherwise agreed to in writing by CPKC, drilling and excavating equipment and related equipment shall not be located closer than 25 feet from the nearest rail of any such track;
- c. In the event that CPKC permits excavations, borings, wells, pits, test holes, probe sites, or the like in close proximity to tracks, embankments or other features providing lateral or subadjacent support to land or tracks, then notwithstanding anything to the

contrary in this license, Licensee shall be responsible for designing and constructing at no cost to CPKC any measure that is required to prevent the collapse, erosion, or impairment to said land or tracks.

v. Storm Water

Licensee shall not, without the advance written approval of CPKC, make any changes to the Property that would either increase the historic flow rate of storm water from the Property or create an impediment to the historic flow of storm water to the Property. Unless otherwise agreed in writing, between CPKC and the Licensee it is understood and agreed that Licensee shall at Licensee's cost and expense be liable to CPKC for the construction, maintenance, repair, and replacement upon the real property or other land not belonging to Grantor such storm sewer lines, manholes, mains, rip rap, boulders, wing walls, ditches, and related to improvements required for Licensee's compliance with this section.

vi. Fencing

Licensee shall, at no cost to CPKC, construct and maintain during the term hereof a fence acceptable to CPKC in the location(s) designated on Schedule A. Following completion of the Work, the Licensee shall remove the fencing, remove any post footings or concrete, and fill and tamp any post holes with clean fill material.

4. Conduct

i. Property clean, safe and free from nuisances

In performance of the Work, Licensee shall not permit the existence of any nuisance upon the Property and shall at all times keep the Property in a proper, clean, safe, and sanitary condition, and free from accumulations of waste materials, debris, or refuse.

ii. Release of Hazardous Substances

In performance of the Work, Licensee shall not cause or allow the Release or threat of Release of any Hazardous Substance on, to, or from the Property.

iii. Response Actions

The Licensee shall promptly take all necessary action in Response to any Release or Use of a Hazardous Substance at the Property caused by, or attributable to, any act or omission of the Licensee (or the Licensee's employees, agents, representatives or invitees) that could:

- a. Give rise to any Claim under any Environmental Law,
- b. Cause a public health or workplace hazard, or
- c. Create a nuisance.

5. Required Notices/Disclosures

i. **Transportation and Disposal Contracts**

The Licensee shall, upon written request by CPKC, provide CPKC with copies of transportation and disposal contracts and manifests for Hazardous Waste, any permits issued under any Environmental Laws, and any other documents demonstrating that the Licensee has complied with all Environmental Laws relating to the Property

ii. **Releases or Suspected Releases**

The Licensee shall promptly notify CPKC of any actual or suspected Release of any Hazardous Substance on, to, or from the Property, regardless of the cause of the Release.

iii. **Notices, summons citations, etc.**

The Licensee shall promptly provide CPKC with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, causes of action, complaints, investigations, judgments, letters, notices of environmental liens, or Response actions in progress, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or other federal, state, or local agency or authority, or any other entity or individual, concerning:

- a. Any Release of a Hazardous Substance on, to or from the Property,
- b. The imposition of any lien on the Property, or
- c. Any alleged violation of or responsibility under any Environmental Law relating to the Property.

iv. **Other Reports**

Licensee shall, at CPKC's option, provide CPKC, at no cost to CPKC, a copy of any other report, summary or written test results, collectively "**Report**," pertaining to the Work. If any such Report is to be filed or made available to any governmental agency acting in a regulatory capacity, then Licensee shall also give CPKC a reasonable time (not less than 5 working days) to review and comment on a draft of such Report and when preparing any such final Report pertaining to the Work, Licensee or its contractor shall give due consideration to CPKC's comments with respect to the draft of that Report. Licensee will promptly provide CPKC with a copy of any final Report.

6. **CPKC's Right to Participate in Response Actions**

Following receipt of any notice, order, claim, investigation, information request, letter, summons, citation, directive, or other communication identified in Section G.5.iii connection with any action taken pursuant to Section G.4.iii, Licensee shall notify CPKC of and permit CPKC to participate in any and all investigations, telephone conferences, settlement discussions, remediation plans, and all other interactions, direct or indirect, with

governmental or regulatory officials, and Licensee shall take all action necessary to ensure that any indemnification, release, waiver, covenant not to sue, or hold harmless agreement benefiting Licensee and arising out of such activities, whether from a governmental or regulatory entity or from a private entity, also benefits CPKC to at least the same extent as Licensee.

7. Restoration of Property;

Upon completion of the Work or expiration or early termination of this ROE License Agreement, whichever occurs first, Licensee shall remove any debris resulting therefrom and shall restore the Property to the condition it was in prior to the commencement of the Work (or such other condition as is satisfactory to CPKC, taking into account the necessary changes associated with the agreed-to construction by Licensee of an underground box culvert, its approaches, drainage, and all work incidental thereto). All excavations are to be backfilled and tamped. All borings shall be backfilled with grout. Drill cuttings shall not be used as backfill. Licensee shall dispose of all drill cuttings, soil and sediment samples, purge water, dewatering effluent, and water samples and all excess excavation material in a manner acceptable to CPKC and in accordance with all applicable laws, all at no expense to CPKC.

H. LIABILITY

1. Damage To Tracks, Facilities, And Equipment

If any tracks, facilities, or equipment owned, used, or maintained by CPKC are damaged in connection with the Work, CPKC shall repair (or arrange for the repair of) such damage and Licensee shall pay the full cost of such repair within 30 days after CPKC shall tender a bill therefor.

2. Assumption Of Risk

Licensee is fully aware of the dangers of working on and about railroad property and railroad operations and knowingly and willingly assumes the risk of harm (e.g., injury to or death of persons and damage to or destruction of property) that may occur while on and about the Property. Without in any way limiting the scope of the preceding sentence, Licensee assumes the risk that monitoring wells, elevation bench marks, reference points, and other installations located on the Property may be disturbed, damaged, or destroyed by CPKC or third persons, and Licensee shall not make any claim against CPKC on account of same, even if such disturbance, damage, or destruction arises from the negligence of CPKC or its employees, agents, lessees, or invitees. Licensee assumes full responsibility for protecting its installations and personal property from theft and vandalism while such installations and personal property are on the Property.

3. Indemnity

To the maximum extent permitted by applicable law, Licensee shall indemnify and defend the CPKC Indemnified Parties (as defined below) against all Claims (as defined in Section G.1.i) arising out of or relating to any destruction of (or damage to) any property or natural resource, any injury to (or death of) any person, or any environmental pollution or contamination whatsoever, where such destruction, damage, injury, death,

pollution, or contamination actually or allegedly arises in whole or in part from the Work, any action or omission of Licensee while on or about the Property pursuant to this ROE License Agreement, or the exercise by Licensee of the license granted by this ROE License Agreement. As used in this ROE License Agreement, CPKC Indemnified Parties, individually and collectively, means (a) CPKC, or (b) CPKC's directors, officers, stockholders, employees, agents, invitees, insurers, parents, affiliates, subsidiaries, predecessors, successors, and assigns, or (c) anyone acting on behalf of any person or entity described in (a) or (b).

I. INSURANCE.

1. During the Term of this ROE License Agreement, Licensee shall at its own cost and expense, take out and keep in full force and effect

- i. **Commercial General Liability Insurance**

Commercial General Liability Insurance policy with an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for personal injury, bodily injury, death or property damage, or any other increased amount as CPKC may reasonably require upon conducting reviews from time to time. Such insurance shall specifically state by its wording or by endorsement:

- a. CPKC, together with its associated parents, affiliates, and subsidiaries (and the directors, officers, employees, agents, and trustees of all of the foregoing) shall be named as an additional insured with respect to the Licensee's indemnity obligations under this ROE License Agreement;
- b. The policy shall contain a "cross-liability" or "severability of interest" clause which shall have the effect of insuring each entity, person, firm or corporation insured thereunder in the same manner and to the same extent as if a separate policy had been insured to each;
- c. Blanket contractual liability, including the insurable liabilities and obligations assumed by the Lessee under this ROE License Agreement;
- d. Broad form completed operations;
- e. Tenants' legal liability;
- f. Sudden and accidental pollution liability; and
- g. Shall not exclude operations on or in the vicinity of the railway right of way.

- ii. **Automobile Liability and Property Damage Insurance**

Automobile public liability and property damage insurance in an amount not less than Five Million dollars (\$5,000,000) all-inclusive covering the ownership, use and operation of any motor vehicles and trailers licensed for use on public highways and which are owned, non-owned, licensed, or controlled by Licensee

or its agents or Licensee Representatives, and used in regards to this ROE License Agreement.

iii. Workers Compensation Insurance

Workers compensation insurance which shall be in strict accordance with the requirements of the most current and applicable state workers compensation insurance laws, and employers' liability insurance, including occupational disease insurance with limits of not less than One Million Dollars (\$1,000,000) each accident/each employee, and where appropriate coverage under said policies to be extended for liability under the Federal Employers Liability Act (FELA), United States Longshore and Harbor Workers Compensation Act (USL&H), and the Merchant Marine Act of 1920 ("Jones Act"). Licensee shall, before any services are commenced under this ROE License Agreement submit written evidence that it has obtained full Workers Compensation insurance coverage for persons whom it employs or may employ in carrying out the services under this ROE License Agreement. CPKC Indemnified Parties shall be waived of any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims.

iv. Environmental Pollution Legal Liability Insurance:

Pollution Legal Liability insurance in respect of the operations of Lessee thereon against claims including but not limited to bodily injury, property damage and clean-up costs, indemnifying and protecting CPKC and Licensee, their respective employees, servants, agents, contractors and invitees, the amount of which will be determined based on the risks associated to the products being handled, to the inclusive limit of not less than that Five Million Dollars (\$5,000,000) per occurrence or such amounts as CPKC may reasonably require from time to time. Such insurance shall provide 1) offsite coverage on a sudden & accidental basis and 2) onsite coverage on a gradual and sudden & accidental basis. Such insurance shall specifically state by its wording or by endorsement that:

- a. the policy extends to cover the contractual obligations assumed by Licensee under the Agreement with CPKC;
- b. the policy shall name CPKC as an additional insured; and
- c. the policy shall contain a "cross-liability" clause.

2. Insurance No Limit on Liabilities

Licensee agrees that the insurance requirements set out herein shall not limit or restrict its liabilities pursuant to this ROE License Agreement.

3. Form/Type of Insurance Policies

The insurance coverage required to be maintained pursuant to this ROE License Agreement shall be primary, and not excess of any other insurance that may be available. Unless otherwise provided above, all insurance

coverage shall take the place in the form of an occurrence-basis policy, and not a claims-made policy.

4. Subrogation

Licensee shall waive any and all subrogation in the event of injury, death, losses, incidents, claims and potential claims where permissible under the insurance policies required under this ROE License Agreement.

5. Cancellation Notice to CPKC

The insurance coverages above shall be endorsed to provide CPKC with not less than thirty (30) days written notice in advance of cancellation.

6. Contractual Endorsement

Licensee shall provide CPKC with written notice and all reasonable particulars and documents related to any damages, losses, incidents, claims, and potential claims concerning this ROE License Agreement as soon as practicable after the damage, loss, incident, or claim has been discovered. Licensee is responsible for any deductible and excluded loss under any insurance policy. The deductible in any insurance policy shall not exceed such maximum amount that a reasonably prudent business person would consider reasonable.

7. Insurance Documentation

Licensee shall, prior to the effective date of this ROE License Agreement, and upon the insurance renewal date thereafter, furnish to CPKC Certificates of Insurance evidencing the above coverages by email to CPKCrail@ebix.com. Upon request, Licensee shall provide CPKC with certified copies of the insurance policies. Such notice shall be by registered mail to the specific attention of: Risk Management, Canadian Pacific Railway Company, 7550 Ogden Dale Road SE, Calgary, AB T2C 4X9.

8. CPKC's Review of Insurance Documentation

CPKC shall have no obligation to examine such certificate(s) or to advise Licensee if its insurance coverage is not in compliance with this ROE License Agreement. Acceptance of any certificate(s) which are not compliant with the requirements set out herein shall in no way whatsoever imply that CPKC has waived its insurance requirements.

9. Maintenance of Insurance Coverage/Termination Option

CPKC reserves the right to maintain the insurance coverage in good standing at Licensee's expense and to require Licensee to obtain additional insurance where, in CPKC's reasonable opinion, the circumstances so warrant. If the Licensee fails to obtain and maintain the insurance coverage required in this ROE License Agreement, Licensee is not permitted access to the Property until Licensee has received written approval from CPKC or CPKC may, at its option, terminate this ROE License Agreement without notice.

J. GENERAL PROVISIONS

1. **Survival of Indemnity Provisions.**
The indemnification provisions of this ROE License Agreement shall survive its expiration or termination.
2. **Mere License.**
The permissions encompassed by this ROE License Agreement constitute a mere license to use the Property for the specified purpose of Licensee's performance of the Work and does not create any estate or interest in the Property.
3. **No Warranty Of Title.**
CPKC does not warrant that it has good title to the Property.
4. **Assignment; Binding Effect:**
This ROE License Agreement may not be assigned by Licensee without the advance written consent of CPKC. Subject to the preceding sentence, this ROE License Agreement shall be binding upon, and inure to the benefit of, the Parties' respective successors and assigns.
5. **Governing Law:**
This ROE License Agreement shall be construed and interpreted in accordance with the laws of the state in which the Property is located, without reference to the choice of law rules of that state.
6. **Entire Agreement:**
This ROE License Agreement is the full, complete, and entire agreement of the parties with respect to Licensee's licensed right of entry upon the Property as set forth herein, and any and all prior writings, representations, and negotiations with respect to those subjects are superseded by this ROE License Agreement.
7. **Headings:**
The headings used in this ROE License Agreement are provided solely as a convenient means of reference. They are not intended to, and do not, limit or expand the purpose or effect of the paragraphs to which they are appended. The headings shall not be used to construe or interpret this ROE License Agreement.
8. **Singular And Plural:**
As used in this ROE License Agreement, the singular form of a word includes the plural form of that word, and vice versa, and this ROE License Agreement shall be deemed to include such changes to the accompanying verbiage as may be necessary to conform to the change from singular to plural, or vice versa.
9. **Duplicate Copies & Counterparts.**
This ROE License Agreement may be executed in counterparts, which together shall constitute one and the same document. The Parties may execute more than one copy of this ROE License Agreement, each of which shall constitute an original.

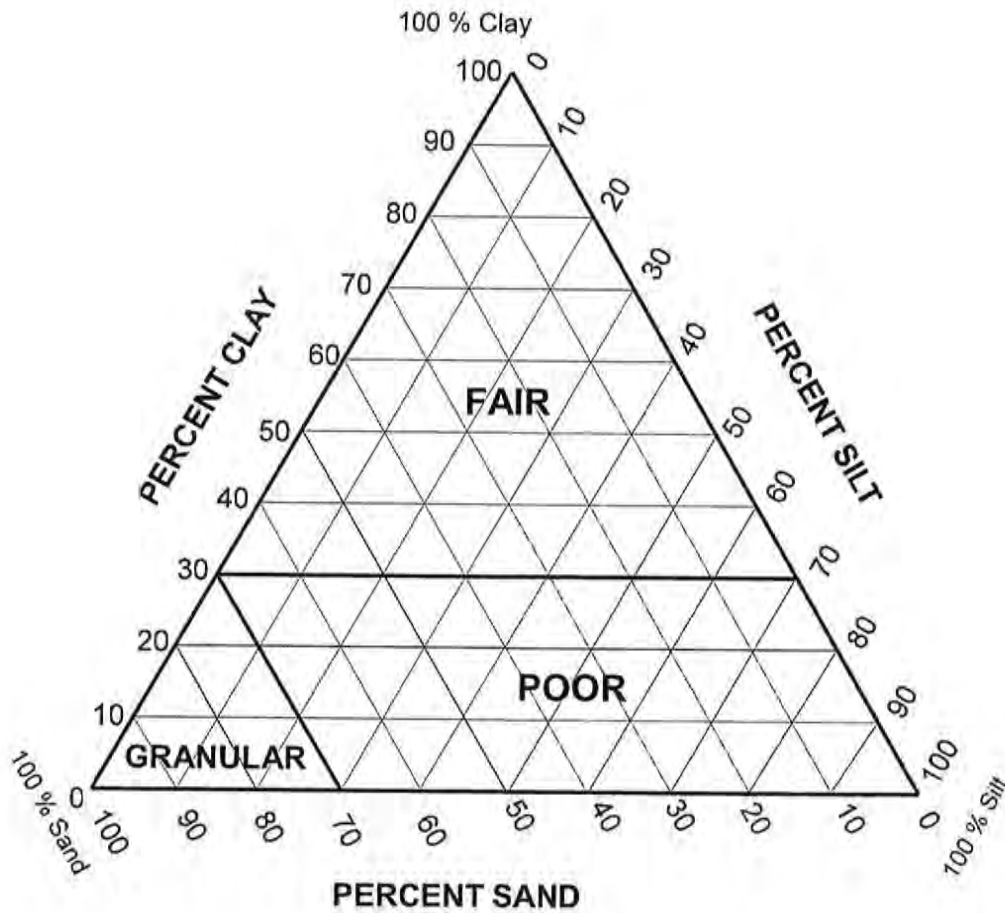



Figure 7.3.3.5-2 Subgrade Support Rating (SSR Chart)



**Illinois Department
of Transportation**

**Summary Report on Pavement,
Base and Subbase Design**

State Job Number: P-98-014-94 Project: US 67 Expressway Route: FAP 310

Section: 60-12 City or County: Madison Date: 6/1/95

ADT: 1000 Year: 1996 Design Period: 20 Year Class Highway: Major

Passenger Cars Per Day: 7000 Trucks S.U. Per Day: 700 Trucks M.U. Per Day: 600

Pavement Structure: _____

Type Surface Course: _____ Thickness: _____

Type Base Course: Bituminous Surface Course Thickness: 1.5 in.

Type Subbase Material: Lime Modified Soil Thickness: 12 in.

Sta. to Sta.	200+00 to 240+00	240+00 to 250+00	250+00 to 265+00	265+00 to 300+00
*Sta. of Test	Fill	235+00	245+00	285+00
*Drainage Class	Good	Fair	Fair	Fair
*Ave. Frost Penetration	24 in.	24 in.	24 in.	24 in.
Illinois Textural Classification		SiCl	SiCl	SiCl (Shaley)
Classification and Group Index (AASHTO M 145)		A-4(8)	A-6(10)	A-6(8)
*Percent Silt (AASHTO T 88)		63	57	61
*Illinois Bearing Ratio (%)	6.0	3.0	3.0	2.6
Std. Dry Density (IL Mod. AASHTO T 99)		106.1 pcf	107.0 pcf	113.5 pcf
Optimum Moisture (IL Mod AASHTO T 99)		16.5	17.3	14.5

* Indicates worst condition within the above station limits.

Remarks: _____

Printed 11/14/2013

BMPR 507A (Rev. 06/28/13)
(Formerly BBS 2630)

**Figure 7.3.3.5-3 Example Summary Report on Pavement, Base, and Subbase Design
(Form BMPR 507A)**

7.3.3.6 Slope Stability Analysis and Results

Results of the slope stability computations should be included in the Roadway Geotechnical Report, as well as a summary of the computations, indicating the parameters employed in making the computations. Testing methods and test data should be included in an appendix. Recommendations regarding the slopes, maximum depth of cut, or height of embankment should be clearly discussed in this section of the Report. See [Section 6.4.3](#) for minimum FOS and [Section 6.4.4](#) for remedial treatments of embankment stability. Also, see [Section 6.5.1](#) for minimum FOS and improvement of cut slope stability. As mentioned in [Section 6.10.2](#), all stability analyses should be based on the field Rimac Q_u , or the lab Q_u data from the Shelby tube samples. No stability analysis is to be made on the basis of the pp data.

7.3.3.7 Settlement Analysis and Results

Estimated settlement and the rate of consolidation should be included in the Roadway Geotechnical Report. A summary of the computations should also be included in the Report, indicating the parameters used in the computations. Data from laboratory consolidation tests should be included in an appendix. See [Section 6.9](#) and [Appendix D](#) for settlement analysis, and [Section 6.4.2](#) for remedial treatments of excessive settlements.

7.3.3.8 Minor Structure Foundation Recommendations

When applicable, Roadway Geotechnical Reports should include foundation construction recommendations for minor structures which do not have TSLs or fall under one of the SGR categories in [Table 7.4.1-1](#). Single box culverts covered in the [Culvert Manual](#), precast multiple barrel culverts (not on the interstate system), and retaining walls with less than 7 ft. exposed height are the most typical applications. Any treatment recommendations, such as removal of soft soils and replacement with select material, should be summarized in a table listing structure location and type, treatment limits (stations, offsets; and depth), treatment recommendation, and reason for treatment.

7.3.3.9 Special Conditions

As mentioned in [Section 6.15](#), special conditions such as presence of mines, local sinkholes, solution cavities, caverns, and seismic activities, should be mentioned in the Report. Erosion control issues discussed in [Section 6.6](#) should be addressed in the Report.

Locations and limits should be clearly described in the Report and illustrated on the boring plan and soil profile sheets. Specific recommendations concerning the problem locations, and provisions for contract plans should also be addressed, if necessary.

7.3.3.10 Construction Monitoring

Geotechnical instrumentation can be used to characterize initial site conditions, verify design assumptions, and/or monitor the effects of construction. Depending on the complexity of the project, instrumentation may vary from inclinometers, extensometers, piezometers, strain gages to even less sophisticated devices; such as, settlement platforms. Common parameters, monitored by the instrumentation, are pore water pressure, slope and foundation deformations, and loads on tiebacks or rock bolts. If monitoring is recommended, the Roadway Geotechnical Report should identify which parameter requires monitoring, the frequency of monitoring and locations (stations).

7.3.3.11 Appendices (Supporting Documentation)

The Report appendices shall contain all geotechnical data and supporting documentation. This includes location map, boring plan and soil profile, boring logs, laboratory test results, SSR Charts, photographs, etc. Additionally, this section shall contain only the critical computations necessary to support the major design recommendations, document design parameters, and analysis methods. Analyses such as settlement and stability are common examples of such calculations.

7.3.3.11.1 Location Map

A location map showing the location of the beginning and ending stations, and station equations, if applicable. Section, township, range, and city and county names (in urban areas) should also be included on the map. [Figure 7.3.3.11.1-1](#) shows a typical location map acceptable to IDOT. Listed below are the specifications for the location map.

- a) Scale of the map should be at 1 in. equal to 1 mile, indicating a north arrow. If there are many details required on the map, a larger scale may be used.
- b) Identification of the route number, section number, and the county.
- c) The proposed improvements properly located on the map, and station numbers plainly identified at the beginning and end of the project.
- d) Section lines, township, and range.
- e) Proposed pavement, or pavement together with location of interchanges, grade separation, and drainage structures.
- f) Station numbers or dimension needed to clarify the map.
- g) Railroads, wetlands, streams, or bodies of water that cross (or are adjacent to) the proposed improvements should be depicted.
- h) Streets and intersecting streets in urban areas.
- i) All cultural, environmental, and natural features should be labeled for proper identification.

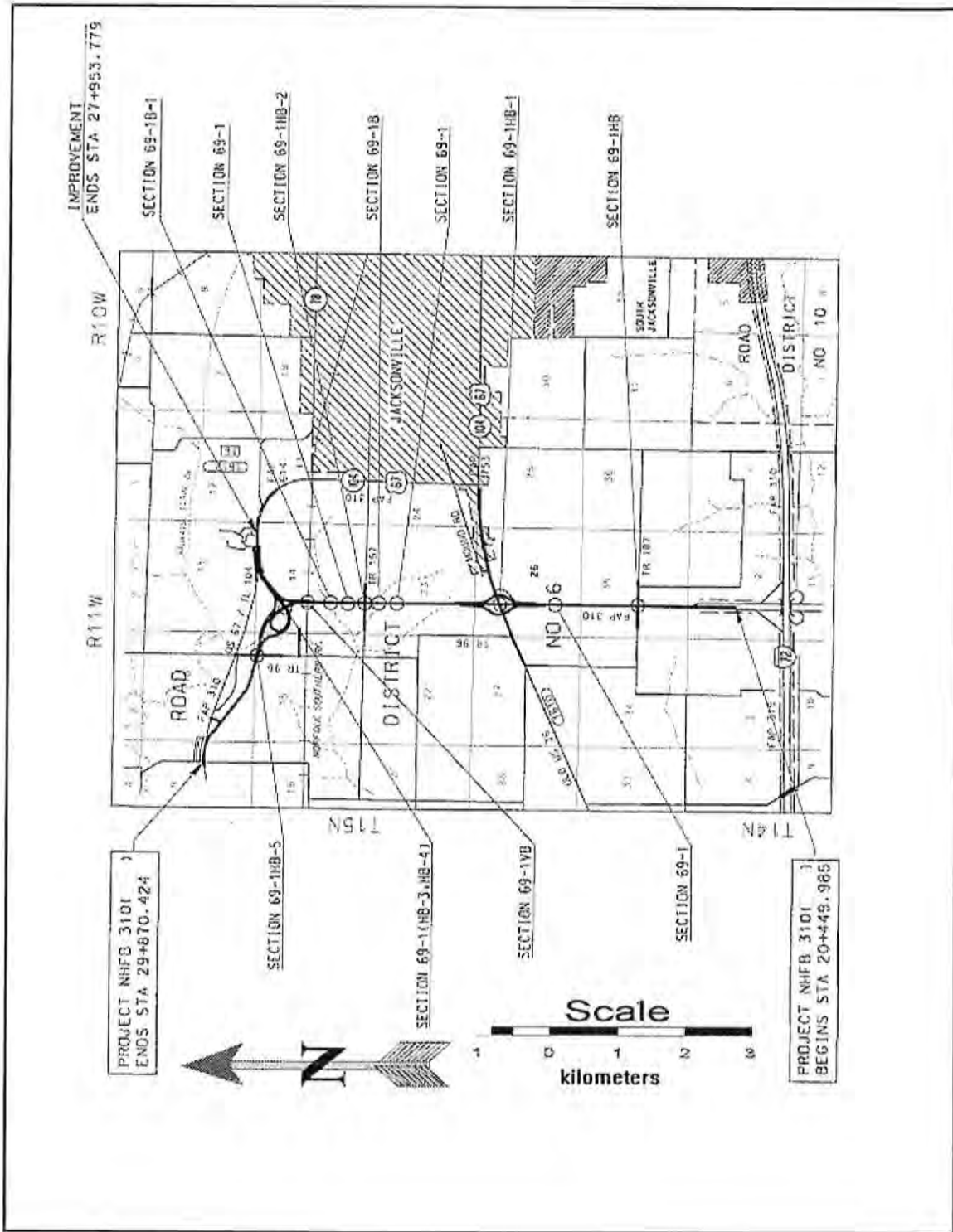


Figure 7.3.3.11.1-1 Example of Typical Location Map

7.3.3.11.2 Boring Plan and Soil Profile

A roadway plan, showing the areal distribution and location of soil borings along the proposed improvements, should be presented in a Roadway Geotechnical Report. A soil profile, showing a graphical record of the results of field exploration and subgrade conditions along the proposed improvements, should also accompany the boring plan. [Figures 7.3.3.11.2-1 \(a\), \(b\) and \(c\)](#) show typical boring plans and soil profiles acceptable to IDOT. Listed below are the specifications for the boring plan and soil profile sheets:

- a) The boring plan and/or the soil profile should have a legend on the first sheet, to identify all parameters or numerals used on the plan or the profile.
- b) A vertical scale of 1 in. equal to 5 ft., and a horizontal scale of 1 in. equal to 100 ft. should be used. Somewhat different scales may be used under special circumstances.
- c) Each profile sheet should be identified by route, section number, and county. Indicate the drawing scales and the stationing along the improvement.
- d) Profile of existing ground surface, and the PGL at the centerline of each pavement should be shown and designated. The PGL should be indicated by a line heavier than the ground surface line. Location of all borings, test pits, and other openings from which samples were taken and tested should be located, on both the roadway plan and the soil profile. The top of each soil profile and the thicknesses of the horizons encountered should be shown at the proper elevation. Each soil layer should be identified by its IDH textural classification, discussed in [Section 5.5.5.1](#), AASHTO M 145 classification and the group index; all to be included on the profile for each layer.
- e) The boundaries of all soil units should be shown on the plan, and properly designated by a series name or other symbolic notation, which should be explained in a legend.
- f) The position of all prominent natural or cultural features. Drainage ways, intersecting roads, and streets should be shown on the roadway plan.
- g) The elevation of any water encountered at completion of boring, and elapsed time from the opening of the borehole to the time of measurement should be shown (in parentheses) on the soil profile. (See [Section 4.6.1](#) for groundwater observation.)
- h) Indicate the groundwater depth and elevation 24 hours after completion of boring, when practical. If the observation is made at another time, give the number of hours that have elapsed.
- i) Indicate the elevation of the ground surface, with respect to a permanent benchmark.
- j) Indicate the depth and elevation of the upper boundary of each successive soil strata.

- k) Describe the soil samples in order of:
 - 1. Relative density or consistency (dense sand or hard clay).
 - 2. Color (Brown or Gray).
 - 3. Special adjective that is pertinent (varved or organic).
 - 4. Geological origin of soil, if known (loessial or glacial till).
 - 5. Textural classification according to the Illinois triangular diagram, with the main portion in capital letters (silty, sandy CLAY).
 - 6. If a core barrel is used to sample rock, the word (core) in parentheses, should follow the classification.
 - 7. Other items of importance; such as, hair cracks, shells, or wood chips should be indicated.
- l) Indicate the SPT blow count (N-Value), in blows per 12 in. penetration.
- m) Indicate the Q_u in tsf, to the nearest 0.1 tsf. For a bulge type failure, add the letter B; for a shear type failure, add the letter S; for an estimated value, add the letter E; for a pp reading, add the letter P.
- n) Indicate the moisture content [by percent of oven dry mass (weight)] from laboratory analysis.
- o) Describe the rock cores as follows:
 - 1. The standard size of the core barrel (BX, NX, etc.).
 - 2. The core recovery ratio, %.
 - 3. The rock quality designation (RQD), %.
- p) If peat or rock soundings have been made in certain areas, the profile of the base of the peat, or top of rock should be shown along a centerline of each pavement, within the improvement. An additional sheet should be attached for these areas. The sheet should show profiles of rock surface, or base of peat with the profiles oriented transverse to the centerline, of the improvement. An addendum should be provided to show the amount of estimated peat, or rock excavation necessary, for the proposed improvement.

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7.3.3.11.3 Boring Logs

For locations where borings have been made for the proposed structures, or for stability computations with respect to deep cuts or high embankments, the information obtained should be summarized on a soil boring log, as shown in [Figure 4.4.7.1.2-1](#). Form [BBS 137](#) should be used for reporting the final typed soil boring logs, and they shall contain the information listed in [Section 4.4.7.1.2](#). For rock core information, form [BBS 138](#) should be used for reporting the final typed rock core logs, and they shall contain the information discussed in [Section 4.4.7.1.3](#). For criteria on reporting the final typed Shelby tube boring logs, refer to [Section 4.4.7.1.4](#).



May 10, 2024
Phase I Services – PESA, Geotechnical (RGR), and Wetlands
Wolf Road at Addison Avenue, Franklin Park, Illinois (#81.P008004.25)
ATTACHMENTS

ATTACHMENT 3

COST SHEETS

Huff & Huff, Inc.
 Proposal
 5/10/2024

Prepared for: SE3
 Project: Addison & Wolf - Franklin Park

Task	Hours	Labor	Reimbursables	Total
1 Task 1: PESA	37.50	4,172.00	394.15	4,566.15
2 Task 2: Roadway Geotechnical Report	47.00	7,693.50	11,616.71	19,310.21
3 Task 3: Wetland/Waterways	33.50	3,904.50	19.15	3,923.65
4 Task 4: Project Administration and QAQC	10.00	2,200.00	-	2,200.00
Grand Total	128.00	\$ 17,970.00	\$ 12,030.00	\$ 30,000.00

Huff & Huff, Inc.

Proposal

5/10/2024

Prepared for: SE3
 Project: Addison & Wolf - Franklin Park

Task						Reimbursables
1 Task 1: PESA						
Trips	23.5 miles	x	1 x	\$ 0.670	= \$	15.75
Tolls			1 x	\$ 3.40	= \$	3.40
Database Package	1 ea	x	1 x	\$ 375.00	= \$	375.00
Task Total						\$ 394.15
2 Task 2: Roadway Geotechnical Report						
Trips	23.5 miles	x	4 x	\$ 0.670	= \$	62.98
Tolls			4 x	\$ 3.40	= \$	13.60
Field Kit	1 day	x	3 x	\$ 30.00	= \$	90.00
Geotech Lab Work	1 ea	x	1 x	\$ 1,000.13	= \$	1,000.13
Driller	1 qte	x	1 x	\$ 6,750.00	= \$	6,750.00
Traffic Control	1 day	x	2 x	\$ 1,850.00	= \$	3,700.00
			x		= \$	-
Task Total						\$ 11,616.71
3 Task 3: Wetland/Waterways						
Trips	23.5 miles	x	1 x	\$ 0.670	= \$	15.75
Tolls			1 x	\$ 3.40	= \$	3.40
Field Kit			x	\$ 30.00	= \$	-
Task Total						\$ 19.15
4 Task 4: Project Administration and QAQC						
			0 x	\$ -	= \$	-
Task Total						\$ -
Grand Total						\$ 12,030.00



**Wolf Road/Addison Avenue/Runge Avenue
Phase I**

SCOPE OF SERVICES

Attachment 3 Christopher B. Burke Engineering, Ltd. Scope and Cost of Services Proposal



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

May 7, 2024

SE3

1111 Burlington Avenue, Suite 111
Lisle, Illinois 60532

Attention: Philip Minga, PE

Subject: Proposal for Professional Engineering Services
Wolf Road & Addison Avenue Intersection Improvements
Location Drainage Study

Dear Mr. Minga:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the Wolf Road and Addison Avenue intersection improvements and Runge Avenue reconstruction. Included in this proposal is our Understanding of the Assignment, Scope of Services, and Lump Sum Fee.

UNDERSTANDING OF THE ASSIGNMENT

It is our understanding that SE3 is working with the Village of Franklin Park (Village) to perform Phase 1 engineering services related to intersection improvements at Wolf Road and Addison Avenue and the reconstruction of Runge Avenue. It is our understanding that the Village received grant funding to facilitate these efforts. Because of CBBEL's extensive knowledge of the area and previous drainage analyses, we understand that SE3 would like CBBEL's assistance in preparing and Illinois Department of Transportation (IDOT) Location Drainage Study (LDS) for the two improvement areas. It is our understanding that survey of the area will be provided by others and SE3 will prepare the existing and proposed drainage and utility plan and profiles and typical cross-sections. CBBEL will perform storm sewer calculations for proposed improvements.

It is assumed that detention storage will not have to be provided for the improvements and, if it is determined that it is required, it can be provided in the existing storage facilities that are located at the northwest and southeast intersection of Wolf Road and Addison Avenue. If required, CBBEL will confirm that adequate storage exists. Per the Federal Emergency Management Agency Flood Insurance Rate Map (FIRM) there is no regulatory floodplain within the project limits. If new sanitary sewers are installed as part of this project, a permit through the Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) will be required. It is assumed that all design will be in compliance with the Watershed Management Ordinance (WMO) and any permitting will be through SE3 and is not included as part of this proposal.

SCOPE OF SERVICES

CBBEL has identified the following tasks to complete the Understanding of the Assignment.

Task 1 – Storm Sewer Design and Calculations: CBBEL will perform drainage calculations to support the storm sewer design within the improvement areas. We will also prepare supporting exhibits and calculations to be included in the LDS (Task 2). CBBEL will coordinate this design with SE3 and provide storm sewer sizing and hydraulic grade lines. This task assumes 2 iterations.

Task 2 – Location Drainage Study: A LDS will be prepared in accordance with IDOT standards and the 2024 ACEC IDOT Drainage Seminar. All supporting exhibits, including the existing and proposed drainage plans, and calculations will be prepared in support of the LDS.

Task 3 – Coordination with SE3: CBBEL will coordinate with SE3 and provide guidance on preparation of the existing and proposed drainage plans.

Task 4 – Agency Coordination: CBBEL will meet with the appropriate agencies to facilitate the LDS and confirm compliance with the various regulatory requirements.

Task 5 – Response to IDOT Comments (if required): We will respond to IDOT technical comments and have budgeted for up to two (2) responses. Additional responses will be billed on a Time & Materials basis.

LUMP SUM FEE

The following fees for each of the tasks described above are listed below:

TASK	DESCRIPTION	FEE
1	Storm Sewer Design and Calculations	\$5,600
2	Location Drainage Study (EDP & PDP)	\$14,950
3	Coordination with SE3	\$3,500
4	Agency Coordination	\$3,500
5	Response to IDOT Requirements (if required)	\$1,400
	TOTAL	\$28,950

We will bill you in accordance with the attached General Terms and Conditions. Direct costs for review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign both copies of the agreement and return one to us as an indication of acceptance and notice to proceed.

Sincerely,



Michael E. Kerr, PE
President

Encl: Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR SE3:

BY: _____
TITLE: _____
DATE: _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	Charges*
	(\$/Hr)
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

These rates are in effect until December 31, 2024, at which time they will be subject to change.



**Wolf Road/Addison Avenue/Runge Avenue
Phase I
SCOPE OF SERVICES**

Attachment 4 AECOM Scope and Cost of Services Proposal

Scope of Services
Village of Franklin Park
Wolf Road / Addison Ave Intersection Improvements – Phase I
SE3 Engineering

AECOM will provide Quality Control / Quality Assurance (QA/QC) reviews of draft design deliverables for the Wolf Road / Addison Avenue intersection improvements. AECOM will also provide reviews of public involvement materials, attend project meetings and project administration. Specifically, under the Cost Estimate of Services we will provide:

- 1) Intersection Design Studies (up to 3 submittals)
- 2) Location Design Studies (up to 2 submittals)
- 3) Project Development Report (up to 2 submittals)
- 4) Review of Public and Stakeholder Involvement Meeting Materials (up to 2 submittals)
- 5) Miscellaneous Project Deliverables (up to 6 smaller task submittals)
- 6) Meetings with SE3 Project Team
- 7) Project Administration

The reviews of design deliverables do not constitute an affirmation, warranty, or certification that the designs, plans, and specifications are free of errors or omissions. The comments, recommendations, advice, or input regarding the design are subject to the review and approval of the Architect/Engineer-of-Record and SE3 Engineering. AECOM is not assuming design responsibility and design responsibility remains with the Architect/Engineer-of-Record.

Cost Estimate of Services
Village of Franklin Park
Wolf Road / Addison Ave Intersection Improvements – Phase I
SE3 Engineering

Task	Submittals	Hours	Total Hrs	Hourly Rate (Loaded)	Total
Intersection Design Studies	3	8	24	210	\$5,040
Location Design Studies	2	6	12	210	\$2,520
Project Development Report	2	6	12	210	\$2,520
Public and Stakeholder Inv Materials	2	2	4	210	\$840
Miscellaneous Project Deliverables	6	2	12	210	\$2,520
Project Team Meetings	4	2	8	210	\$1,680
Project Administration	8	1	8	210	\$1,680
Totals			80		\$16,800



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Franklin Park	Cook	24-00086-00-CH	
Project Number	Contact Name	Phone Number	Email
	Nick Walny		nwalny@vofp.com

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Grand Avenue	1376		NA
Location Termini			<input type="button" value="Add Location"/>
@ George Street			<input type="button" value="Remove Location"/>
Project Description			
Preliminary Engineering (Phase I) for intersection improvement. Project #2400725.00			

Engineering Funding: Federal MFT/TBP State Other

Anticipated Construction Funding: Federal MFT/TBP State Other

AGREEMENT FOR

Phase I - Preliminary Engineering Phase II - Design Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Baxter & Woodman, Inc.	Tom Slattery	(815) 444-3298	tslattery@baxterwoodman.com
Address	City	State	Zip Code
8678 Ridgfield Avenue	Crystal Lake	IL	60012

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CESCS) Worksheet (BLR 05513 or BLR 05514)
- _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.

3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

- Lump Sum
 Specific Rate
 Cost plus Fixed Fee:

Fixed

$$\text{Total Compensation} = \text{DL} + \text{DC} + \text{OH} + \text{FF}$$

Where:

DL is the total Direct Labor,
 DC is the total Direct Cost,
 OH is the firm's overhead rate applied to their DL and
 FF is the Fixed Fee.

Where $\text{FF} = (0.33 + R) \text{DL} + \% \text{SubDL}$, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
 The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result

of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.

6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy of maintain a drug free workplace;

- (3) Any available drug counseling, rehabilitation and employee assistance program; and
- (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Preliminary Engineering Contracts:
 - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
 - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$95,057.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$95,057.00
Total for all work		\$95,057.00

AGREEMENT SIGNATURES

Executed by the LPA:

The of

Attest:

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name

Attest:

By (Signature & Date)

5/23/24

By (Signature & Date)

5/23/24

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00086-00-CH

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

**EXHIBIT A
SCOPE OF SERVICES**

FOR FEDERAL PARTICIPATION PROJECTS

PROJECT COORDINATION AND DATA COLLECTION

1. EARLY COORDINATION AND DATA COLLECTION

1.1 Data Collection: Obtain, review, and evaluate the following information provided by the VILLAGE for use in design:

- A. Utility Atlases
- B. GIS Shape files surrounding the project limits
- C. Environmental Studies
- D. Maintenance and flooding records
- E. Geotechnical Data
- F. Crash Data (5 years)
- G. Right-of-Way, GIS, and property data

1.2 Planning Agency Coordination: Prepare and maintain the Project Program Information (PPI) and Project Update forms, and coordinate the status of the Project with the West Central Municipal Conference.

1.3 Traffic Counts: Utilize Miovision automated traffic counting technology to obtain 24-hour intersection traffic counts to establish Average Daily Traffic (ADT) at Grand Avenue and Lincoln Street, Ernst Street, George Street and Dora Street. Turning movements, volumes, vehicle classification, and bike and pedestrian counts will be provided at one hour.

1.4 Utility Locates & Coordination: Contact JULIE to identify utilities that have facilities along the project limits. Request utility atlas maps and plot approximate locations and sizes of existing utilities in electronic drawings.

2. TOPOGRAPHIC SURVEY

2.1 Supplemental Survey: Provide additional topographic survey.

PRELIMINARY DESIGN

3. TRAFFIC ANALYSIS

3.1 Traffic Forecasting:

- A. Based on traffic data available collected, develop projected 2050 traffic volumes.
- B. Coordinate with the VILLAGE and Chicago Metropolitan Agency for Planning (CMAP) for concurrence on 2050 traffic projections.

Capacity Analysis: Complete an intersection capacity analysis at the intersection of Grand Avenue and George Street (AM & PM Peak Hours) using the latest Highway Capacity Software (HCS).

3.2 Crash Analysis: Obtain crash data from DOT and the County and compile for review. Complete a crash diagram for the intersections using the last five years of crash data and summarize findings. Complete a crash analysis to evaluate the frequency, severity, and recommended countermeasures.

3.3 Traffic Signal Warrant Study: Perform a traffic signal installation warrant analysis using existing/projected

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00086-00-CH

traffic data at the intersection, in accordance with MUTCD guidelines.

3.4 Traffic Flow and Access Management Concept Plan: Prepare a traffic flow and access management concept plan in accordance with the recommendations provided in the Grand Avenue Jewel Traffic Signal Warrant Study – Phase II Technical Memorandum dated July 14, 2011. Schematic exhibits will be prepared as necessary for meetings with affected major property owners and the public informational meeting.

4. ALTERNATIVES ANALYSIS

4.1. Street Light Analysis: Review street light alternatives and develop a preliminary estimate of cost.

4.2. Intersection Design Study: Prepare an Intersection Design Study (IDS) intersection.

A. Prepare a 1 in = 50 ft scale plan view layout of the intersection, including a Capacity Design Analysis table for 2050 traffic, DHV turning movement diagram, Traffic Data table, property lines, and existing and proposed right of way.

B. Prepare profile sheets at a 1 in = 50 ft scale for roadway profiles greater than 1%.

C. Prepare Truck Turning Movement sheets at a 1 in = 50 ft scale for the design vehicle using Autoturn design software.

5. PRELIMINARY DESIGN OF PREFERRED ALTERNATIVE

5.1. ROW Analysis: Determine the preferred improvement right-of-way (ROW) requirements and need for acquisition. Recommend and identify necessary temporary construction easements, permanent easements, or right-of-way acquisition to complete the proposed improvements.

5.2. Preliminary Plan and Profile: Prepare plan and profile sheets for the horizontal and vertical alignment of the preferred alternative at 1" = 50' scale. Identify design constraints including clear zone, obstructions, drainage limitations, and potential design exceptions. Plan and profile sheets will include improvement limits, stations and offset callouts, define paving limits, label construction limit locations and right of way breaks and utility adjustments.

5.3. Typical Sections: Prepare typical sections for the existing and proposed improvements, showing dimensions and descriptions for roadway surfaces, bases, subbases, subgrade treatments, gutters, curb and gutters, medians, sidewalks and right of way.

5.4. Preliminary Cross Section Design: Design roadway cross sections at 50-foot intervals and all cross streets and driveways.

5.5. Preliminary Estimate of Cost and Time: Develop preliminary cost estimates.

6. DRAINAGE ANALYSIS

Location Drainage Technical Memorandum (LDTM): Prepare a Location Drainage Technical Memorandum of the project site including an evaluation of the need for storm water detention and compensatory storage, and design of proposed drainage improvements. Identify sensitive outfalls and complete the drainage report.

7. ENVIRONMENTAL COORDINATION AND PERMITTING

Environmental Survey: Prepare the Environmental Survey Request Form and related exhibits. Submit to IDOT to determine potential environmental impacts. Biological, Archeological, and Historical surveys will be performed by the State. Special waste assessment will be performed by Baxter & Woodman as described below.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00086-00-CH

8. PRELIMINARY ENVIRONMENTAL SITE ASSESSMENT (PESA)

8.1. Historical Records Review: Review and document historical data sources for the project area, including aerial photographs, topographic maps, fire insurance maps, County resources, and other readily available development data.

8.2. Environmental Regulatory Records Review: Perform a computer search of Federal, State, Tribal, and local government agency records to determine if the Site or adjacent properties are included within the selected regulatory databases. Based on the results of this query, the Site and its surrounding properties will be visited and evaluated for recognized environmental concerns (REC). Queries will be performed, but not be limited to, the following regulatory databases

- A. National Priority List (NPL) of Hazardous Waste Sites
- B. Hazardous Waste Treatment, Storage, Disposal Facilities (TSDF)
- C. Underground Storage Tank or Leaking Underground Storage Tank Locations (UST/LUST)
- D. Sanitary Landfill and Solid Waste Sites (SL/SWS)
- E. State Hazardous Waste Sites (SHWS)
- F. CERCLIS sites
- G. Small and Large Quantity Hazardous Waste Generators (RCRIS-SQG/LGG)
- H. RCRA

8.3. Report Preparation: Based on Environmental Screening results and site visit, prepare a PESA using the processes described in A Manual for Conducting Preliminary Environmental Site Assessments for Illinois Department of Transportation Infrastructure Projects, Second edition, January 2012. Prepare a letter report summarizing the activities and results of the assessment. The report will include pertinent documentation to support the screening results of the assessment. It will also provide a summary of conclusions from the limited information collected. A Preliminary Site Investigation (PSI) will not be included within this scope of work.

9. PROJECT DEVELOPMENT REPORT - Prepare a Local Project Development Report BLR 22210 for a Federal Approved Categorical Exclusion and submit the report to IDOT-BLRS and the Federal Highway Administration for review and approval. Preliminary, Pre-final, and Final submittals are anticipated.

10. QA/QC - Perform in-house milestone and constructability reviews by senior staff during preliminary, pre-final, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

PROJECT COORDINATION AND MANAGEMENT

11. PROJECT MEETINGS AND PUBLIC INVOLVEMENT

11.1. Project Meetings: The following meetings are anticipated for this project:

- A. VILLAGE (2 total) (Kickoff and Preliminary(60%))
- B. IDOT (2) (Kickoff and Review)
- C. IDOT/FHWA Coordination Meetings (1)
- D. Public Meeting and/or Hearing (1)

11.2. Public Outreach:

- A. Public Meetings: Prepare advertisement, exhibits, handouts, and attend Public Meeting to present the Study. Prepare meeting minutes to document public comments.
- B. Notification Letters: Prepare property owners' letters for impacted parcels, in lieu of multiple public meetings. This work will be performed in accordance with VILLAGE and DOT guidelines.

12. PROJECT MANAGEMENT - Plan, schedule, and control the activities that must be performed to complete

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the project including budget, schedule, and scope. Coordinate with VILLAGE and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices, coordinate invoices from sub-consultants, and provide a monthly status report via email describing tasks completed the previous month and outlining goals for the subsequent month.

13. PROJECT DELIVERABLES

13.1. Deliverables: The following is a list of anticipated final deliverables to the VILLAGE for this project:

- A. Electronic DGN, Geopak, Digital Photos, and GIS files used in project development including Plan, Profiles, Cross Sections, Survey, and Exhibits.
- B. Electronic Record of Design files including Final Plans, Specifications, Permits, agency correspondence, Utility logs, Project Reports and Models, Estimates, Exhibits, and related electronic submittals (pdf or as appropriate). Baxter & Woodman utilizes an electronic filing system in lieu of hard copies.

13.2. Not Included: The following items are not included within the scope of this project:

- A. ROW Acquisition services including title commitments, Plats, Legals, Appraisals, Negotiations will be completed as part of the Preliminary Engineering (Phase II).

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**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed - January 2025 Federal Coordination Meeting - June 2025 Public Meeting - August 2025 Submit Draft Phase I report to IDOT - October 2025 Final Phase I Report to IDOT - March 2026

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**Exhibit C
Qualification Based Selection (QBS) Checklist**

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal

Method(s) used for advertisement and dates of advertisement

--

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

--

Top three consultants ranked for this project in order

1	
2	
3	

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input checked="" type="checkbox"/>	<input type="checkbox"/>



Local Public Agency Village of Franklin Park **County** Cook **Section Number** 24-00086-00-CH

Prime Consultant (Firm) Name Baxter & Woodman, Inc. **Prepared By** Tom Slattery **Date** 5/20/2024

Consultant / Subconsultant Name **Job Number**

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

Remarks

[Empty Remarks Box]

PAYROLL ESCALATION TABLE

CONTRACT TERM	12	MONTHS	OVERHEAD RATE	155.43%
START DATE	7/1/2024		COMPLEXITY FACTOR	.
RAISE DATE	12/15/2024		% OF RAISE	2.00%
END DATE	6/30/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	Contract	% of
0	7/1/2024	12/15/2024	6	50.00%	
1	12/16/2024	6/15/2025	6	51.00%	

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

Village of Franklin Park

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Consultant / Subconsultant Name**Job Number****PAYROLL RATES**

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Executive Vice President	\$85.42	\$86.00
Vice President	\$76.58	\$77.35
Engineer VII	\$70.08	\$70.78
Engineer VI	\$69.08	\$69.77
Engineer V	\$59.58	\$60.18
Engineer IV	\$52.77	\$53.30
Engineer III	\$43.41	\$43.84
Engineer II	\$39.56	\$39.96
Engineer I	\$34.06	\$34.40
Electrical Automation Engineer IV	\$52.25	\$52.77
Environ. Scientist V	\$56.08	\$56.64
Environ. Scientist II	\$33.63	\$33.97
Engineer Tech V	\$57.72	\$58.30
Engineer Tech IV	\$47.44	\$47.91
Engineer Tech III	\$40.21	\$40.61
Engineer Tech II	\$32.33	\$32.65
Engineer Tech I	\$28.00	\$28.28
Spatial Tech. V	\$64.00	\$64.64
Spatial Tech. Prof. III	\$49.13	\$49.62
Spatial Tech. Prof. II	\$35.00	\$35.35
Survey Manager	\$51.00	\$51.51
Surveyor, Project	\$39.38	\$39.77
Survey Tech.	\$26.50	\$26.77
CADD Technician III	\$45.17	\$45.62
Marketing Prof. IV	\$39.00	\$39.39
Marketing Prof. III	\$39.13	\$39.52
Admin. Prof. IV	\$36.25	\$36.61

Local Public Agency

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DIRECT COSTS WORKSHEET

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

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	12	\$65.00	\$780.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)	1	\$500.00	\$500.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)	1	\$50.00	\$50.00
EDR Reporting		1	\$145.00	\$145.00
Traffic Counting Data Processing		4	\$448.00	\$1,792.00
Traffic Counting Equipment Rental		4	\$300.00	\$1,200.00
				\$0.00
TOTAL DIRECT COSTS:				\$4,467.00

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

SHEET 1 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Early Coordination and Data Collection			Supplemental Topographic Survey			Traffic Analysis			Alternatives Analysis			Preliminary Design of Preferred Alternative		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Executive Vice President	86.00	0.0																	
Vice President	77.35	0.0																	
Engineer VII	70.78	0.0																	
Engineer VI	69.77	59.0	9.31%	6.49	8	4.44%	3.10												
Engineer V	60.18	16.0	2.52%	1.52															
Engineer IV	53.30	295.0	46.53%	24.80	56	31.11%	16.58												
Engineer III	43.84	0.0																	
Engineer II	39.96	0.0																	
Engineer I	34.40	108.0	17.03%	5.86	108	60.00%	20.64												
Electrical Automation Engineer	52.77	32.0	5.05%	2.66															
Environ. Scientist V	56.64	4.0	0.63%	0.36															
Environ. Scientist II	33.97	36.0	5.68%	1.93															
Engineer Tech V	58.30	8.0	1.26%	0.74	8	4.44%	2.59												
Engineer Tech IV	47.91	0.0																	
Engineer Tech III	40.61	0.0																	
Engineer Tech II	32.65	0.0																	
Engineer Tech I	28.28	0.0																	
Spatial Tech. V	64.64	0.0																	
Spatial Tech. Prof. III	49.62	0.0																	
Spatial Tech. Prof. II	35.35	0.0																	
Survey Manager	51.51	2.0	0.32%	0.16															
Surveyor, Project	39.77	10.0	1.58%	0.63															
Survey Tech.	26.77	0.0																	
CADD Technician III	45.62	44.0	6.94%	3.17															
Marketing Prof. IV	39.39	0.0																	
Marketing Prof. III	39.52	16.0	2.52%	1.00															
Admin. Prof. IV	36.61	4.0	0.63%	0.23															
TOTALS		634.0	100%	\$49.54	180.0	100.00%	\$42.91	16.0	100%	\$42.70	32.0	100%	\$53.30	112.0	100%	\$53.15	80.0	100%	\$50.99

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

SHEET 2 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Drainage Analysis			Environmental Coordination and Permitting			Preliminary Environmental Site Assessment			Project Development Report			QC/QA			Project Meetings					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Executive Vice President	86.00																					
Vice President	77.35																					
Engineer VII	70.78																					
Engineer VI	69.77																					
Engineer V	60.18	16	100.00%	60.18																		
Engineer IV	53.30				16	100.00%	53.30															
Engineer III	43.84																					
Engineer II	39.96																					
Engineer I	34.40																					
Electrical Automation Engine	52.77																					
Environ. Scientist V	56.64																					
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Engineer Tech III	40.61																					
Engineer Tech II	32.65																					
Engineer Tech I	28.28																					
Spatial Tech. V	64.64																					
Spatial Tech. Prof. III	49.62																					
Spatial Tech. Prof. II	35.35																					
Survey Manager	51.51																					
Surveyor, Project	39.77																					
Survey Tech.	26.77																					
CADD Technician III	45.62																					
Marketing Prof. IV	39.39																					
Marketing Prof. III	39.52																					
Admin. Prof. IV	36.61																					
TOTALS		16.0	100%	\$60.18	16.0	100%	\$53.30	44.0	100%	\$36.27	56.0	100%	\$51.10	12.0	100%	\$69.77	46.0	100%	\$53.88			

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

SHEET 3 OF 3

PAYROLL CLASSIFICATION	AVG HOURLY RATES	Project Management																	
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg			
Executive Vice President	86.00																		
Vice President	77.35																		
Engineer VII	70.78																		
Engineer VI	69.77	24	100.00%	69.77															
Engineer V	60.18																		
Engineer IV	53.30																		
Engineer III	43.84																		
Engineer II	39.96																		
Engineer I	34.40																		
Electrical Automation Engineer	52.77																		
Environ. Scientist V	56.64																		
Environ. Scientist II	33.97																		
Engineer Tech V	58.30																		
Engineer Tech IV	47.91																		
Engineer Tech III	40.61																		
Engineer Tech II	32.65																		
Engineer Tech I	28.28																		
Spatial Tech. V	64.64																		
Spatial Tech. Prof. III	49.62																		
Spatial Tech. Prof. II	35.35																		
Survey Manager	51.51																		
Surveyor, Project	39.77																		
Survey Tech.	26.77																		
CADD Technician III	45.62																		
Marketing Prof. IV	39.39																		
Marketing Prof. III	39.52																		
Admin. Prof. IV	36.61																		
TOTALS		24.0	100%	\$69.77	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

- Anticipated Scope of Work:**
- Identification of the objective of the assignment.
 - Identification and analysis of the property and neighborhood.
 - On-site property observation (interior and exterior)
 - Analysis and conclusion of the property's highest and best use
 - Research and analysis of the history of the property.
 - A comparative analysis of comparable sale properties.
 - Development of the sales comparison approach to form an opinion of market value for each property.
 - Preparation of a narrative appraisal report for each property

Report Option and Format: Appraisal report

Delivery Date: The turnaround time is 15 to 20 business days from the date this agreement is signed, assuming access to the property is provided in a timely manner

Appraiser's Interest In Subject Property or in Client or Other Involved Parties: Appraiser has no knowledge of any current or prospective interest in the subject property, or in Client or other parties involved in the transaction to which this appraisal relates.

Prior Services Regarding Subject Property (USPAP Disclosure): We have not performed any prior services relating to subject properties within the 3-year period preceding the date of this Agreement

Special Conditions: None

Appraisal Fee: \$1,850 for each property for a narrative appraisal report with a sales comparison approach.
\$2,250 for each property for a narrative appraisal report with a sales comparison and income capitalization approach.

Payment Terms: Payment is due in full within 30 days of delivery

Conflicts of Interest

We have conducted a check for conflicts of interest based upon the information that you have provided and have found none. Please call us immediately if you become aware of a conflict or potential conflict that has not been waived.

Waiver of Jury Trial; Choice of Venue

We both agree to waive our legal right to a trial by jury for any dispute, and to instead submit any unresolved dispute, if any, to trial by a federal or state court venued in Chicago, Illinois. We also both agree that the federal or state courts venued in Chicago, Illinois, shall have jurisdiction and exclusive jurisdiction over any such dispute.

