

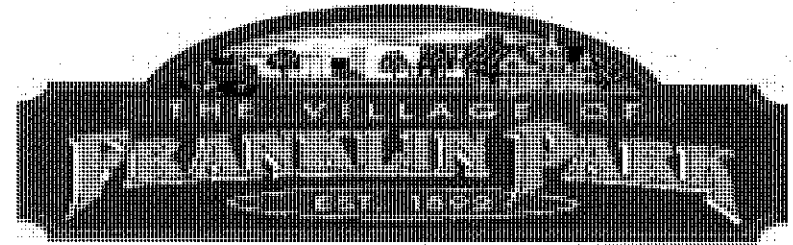
**VILLAGE OF FRANKLIN PARK
VOUCHER AND PAYMENT SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
01/03/12**

	12/16/11
Payroll Ending	
Village Portion of Social Security	6,998.06
Village Portion of Medicare	4,609.59
Prior Month Village Portion of IMRF	
Gross Payroll	401,653.44
Special Payrolls	
Total Payroll Expense	\$ 413,261.09
Garra Expense	\$0.00
Manual Checks & Wires	
Manual Checks	14,039.19
Total Manual Checks & Wires	\$ 14,039.19
ACH Debits	
Health Insurance Premium	\$175,891.50
Other	
Total ACH Debits	\$175,891.50
Total Voucher	\$262,704.86
Grand Total Payments	\$ 865,896.64

Accounts Payable

Computer Check Proof List

User: CPEREZ
 Printed: 12/29/2011 - 12:17 PM



Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:3443 509654	1st AYD Corporation BOWL CLEANERS, TISSUES, SOAP Check Total:	291.73 291.73	01/06/2012	Check Sequence: 1 10-30-62030	ACH Enabled: No
Vendor:5035 1100110592	ACCENT DOUBLEPAYMENT OF AMBULANCE BILLING Check Total:	1,155.00 1,155.00	01/06/2012	Check Sequence: 2 10-30-31050	ACH Enabled: No
Vendor:1259 042678/1	Ace Hardware CLEANER/REMOVER Check Total:	9.98 9.98	01/06/2012	Check Sequence: 3 10-30-62040	ACH Enabled: No
Vendor:1260 042005/1 042052/1 042067/1 042179/1 042347/1 042348/1 042349/1 042627/1 042641/1	Ace Hardware GARBAGE BAGS, EXTENSION CORDS, SPOUT BARB TWINKLE, TREE SKIRT, GARLAND VELVET CERAMIC BULBS TWINKS, LIGHTS, OUTDOOR LIGHTS BROOMS, DUSTPAN GARBAGE BAGS, STRAPS, BUNGEE, PAINTBRUSH BUTANE LIGHTER COPPER TUBE, PAPER TOWEL, BAGS, TAPE ELBOW, ADAPTER, PVC CEMENT, PASTE Check Total:	55.46 99.00 23.92 87.94 45.96 64.33 8.98 60.93 44.88 491.40	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 4 10-90-62590 10-61-69580 10-61-69580 10-61-69580 35-01-52200 34-01-52200 34-01-62860 35-01-52200 34-01-62860	ACH Enabled: No
Vendor:1264 042053/1 042292/1 042608/1A 042608/1B 042608/1C	Ace Hardware CABLES, WIRE ROPE, GARLAND DAYLIGHT JEANS JEANS JEANS	102.84 39.96 821.32 2,289.90 821.32	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 5 10-61-69580 10-61-69580 35-01-60600 10-90-60600 34-01-60600	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
042630/1	JEANS CREDIT	-289.90	01/06/2012	10-90-60600	
042666/1	SNOWBROOM EXTENDER, ADAPTOR HOSE	31.97	01/06/2012	10-90-62680	
	Check Total:	3,817.41			
Vendor:3050 77479	Air One Equipment, Inc. COMPRESSOR & BREATHING AIR QUALITY TEST	574.75	01/06/2012	Check Sequence: 6 10-30-62120	ACH Enabled: No
	Check Total:	574.75			
Vendor:3576 105010493 105035811	AIRGAS NORTH CENTRAL HAZ MAT ANNUAL MAINTENANCE FEE OXYGEN, ACETYLENE CYLINDERS	12.15 38.43	01/06/2012 01/06/2012	Check Sequence: 7 10-90-62600 10-90-62600	ACH Enabled: No
	Check Total:	50.58			
Vendor:0149 519968 520652	Al Piemonte Ford Sales, Inc. CONTROL ARM FOR 875 FAN MOTOR/RELAY 877 FAN MOTOR & METER 873	507.97 320.33	01/06/2012 01/06/2012	Check Sequence: 8 08-01-50020 08-01-50020	ACH Enabled: No
	Check Total:	828.30			
Vendor:5507 205959	ALLIED 100, AED SUPERSTORE STANDARD LONG LIFE BATTERY PACK	447.00	01/06/2012	Check Sequence: 9 10-30-82080	ACH Enabled: No
	Check Total:	447.00			
Vendor:5347 701-7458689 701-7466758 701-7474503 701-7474504 701-7482501	ARAMARK UNIFORM SERVICES RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS RUBBER MATS AND SCRAPERS	52.53 52.53 52.53 69.88 52.53	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 10 10-20-52600 10-20-52600 10-20-52600 10-13-52600 10-20-52600	ACH Enabled: No
	Check Total:	280.00			
Vendor:2809 6086	Artistic Engraving Co. BADGES, SHIELD, RIBBONS	468.00	01/06/2012	Check Sequence: 11 10-20-60331	ACH Enabled: No
	Check Total:	468.00			
Vendor:1609 00285767	Bristol Hose & Fitting TUBE FITTINGS FOR SKIDSTEER HAMMER	15.34	01/06/2012	Check Sequence: 12 08-01-50034	ACH Enabled: No
	Check Total:	15.34			

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1652 F73122	California Contractors Supplie SAFETY GLASSES (DAY/NIGHT VISIBILITY) Check Total:	229.30 229.30	01/06/2012	Check Sequence: 13 10-30-62180	ACH Enabled: No
Vendor:3236 2046-123217 2046-123283 2046-123308 2046-123309 2046-123342 2046-123358 2046-123436 2046-123447 2046-123528 2046-123535 2046-123592 2046-123633 2046-123690	CARQUEST ATTN: LARRY BATTERIES FOR 484 PREMIUM W/W & DEICER FOR 894 OIL FILTER TOOL KOT RADIATOR FOR 871 REMAN STARTER BRAKE ROTOR/BRAKE PAD SEMI-MET GREASER HANDLE BRAKE LINE FOR 877 BRAKE HOSE FOR 875 CERAMIC BRAKE PAD 877 CAPSULE STANDARD FOR 877 FUEL PUMP FOR 470 WHEEL NUTS FOR 889 Check Total:	277.38 8.16 16.38 259.99 229.99 149.56 125.69 4.42 61.81 68.79 38.08 325.99 77.74 1,643.98	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 14 08-01-50030 08-01-50020 08-01-89110 08-01-50020 08-01-50020 08-01-50020 08-01-89110 08-01-50020 08-01-50020 08-01-50020 08-01-50020 08-01-50030 08-01-50020	ACH Enabled: No
Vendor:UB*00358	ROBERT CERVA Refund check Check Total:	20.00 20.00	12/21/2011	Check Sequence: 15 09-00-20100	ACH Enabled: No
Vendor:0968 103792	Christopher Burke Eng. Ltd. PROF SERVICES NOV 2011- STORM OVERBANK Check Total:	12,752.60 12,752.60	01/06/2012	Check Sequence: 16 35-01-82800	ACH Enabled: No
Vendor:0042 0343747275	CINTAS FIRST AID & SAFETY NON ASPIRIN, COLD RELIEF, ANTACID REFILL Check Total:	40.63 40.63	01/06/2012	Check Sequence: 17 08-01-89115	ACH Enabled: No
Vendor:2783 416203 416277	CJC Auto Parts OIL FILTERS FOR LOADER #1 OIL & AIR FILTERS FOR SWEEPER #2 Check Total:	18.46 112.93 131.39	01/06/2012 01/06/2012	Check Sequence: 18 08-01-50009 08-01-50009	ACH Enabled: No
Vendor:1420 408691 408915	CLARK DIETZ, INC. PROF SVCS BIRCH/CHERRY APR 30-MAY 27 11 PROF SVCS BIRCH/CHERRY MAY 28-JUNE 24 11	14,165.70 13,111.73	01/06/2012 01/06/2012	Check Sequence: 19 34-01-82800 34-01-82800	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
409509	FRANKLIN AVENUE WATERMAIN REPLACEMENT Check Total:	8,665.00 35,942.43	01/06/2012	34-01-82800	
Vendor:3457 5	Clark Dietz, Inc. FRANKLIN AVE REPAVING PROJECT Check Total:	4,228.92 4,228.92	01/06/2012	Check Sequence: 20 10-90-82800	ACH Enabled: No
Vendor:3644 DECEMBER 2011	COMCAST CABLE DECEMBER BILL Check Total:	2.10 2.10	01/06/2012	Check Sequence: 21 10-20-59000	ACH Enabled: No
Vendor:5257 1513111004 5396076006DEC 59303506002DEC	COMED ELECTRICITY 1513111004 11/14-12/16 2011 ELECTRICITY 5396076006 11/15-12/16 2011 5903506002 11/8-12/9 2011 Check Total:	33.11 345.73 194.61 573.45	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 22 10-50-62330 10-50-62330 10-50-62330	ACH Enabled: No
Vendor:0768 1006	Cook County Sheriff's Pol Dept USE OF TRAINING RANGE 11/21-12/07 2011 Check Total:	450.00 450.00	01/06/2012	Check Sequence: 23 10-20-52001	ACH Enabled: No
Vendor:0416 102121 102146	COPS Testing Service Inc. LAW ENFORCEMENT POLYGRAPH EVAL. LAW ENFORCEMENT POLYGRAPH EVAL. Check Total:	320.00 160.00 480.00	01/06/2012 01/06/2012	Check Sequence: 24 10-40-62260 10-40-62260	ACH Enabled: No
Vendor:1623 12042011	CRYSTAL FOUNTAIN PRISONER MEALS SEPT1-DEC1 Check Total:	234.00 234.00	01/06/2012	Check Sequence: 25 10-20-60620	ACH Enabled: No
Vendor:1464 0000115863	D & P CONSTRUCTION 30 YARD SWITCH Check Total:	300.00 300.00	01/06/2012	Check Sequence: 26 09-01-64000	ACH Enabled: No
Vendor:2231 20110463	Dahme Mechanical Industr. Inc. BELMONT PUMP STATION Check Total:	6,985.00 6,985.00	01/06/2012	Check Sequence: 27 34-01-82990	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:4115 330901	ECS MIDWEST LLC GEOTECHNICAL EXPLORATION SERVICES Check Total:	6,950.00 6,950.00	01/06/2012	Check Sequence: 28 54-01-50000	ACH Enabled: No
Vendor:0962 SI-22642	EMSAR CHICAGO/MILWAUKEE EMS MAINTENANCE SVCE, TRAVEL & RESTRAINT Check Total:	293.00 293.00	01/06/2012	Check Sequence: 29 10-30-82080	ACH Enabled: No
Vendor:5063 20922	Environmental Safety Group Inc BATTERY Check Total:	259.66 259.66	01/06/2012	Check Sequence: 30 10-30-80570	ACH Enabled: No
Vendor:5609 100441700260 100587800260 200899900080	EXELON ENERGY 11/09-12/11 2011 EE1004417 11/02-12/04 2011 EE1005878 11/01-12/01 2011 EE2008999 Check Total:	76.04 5,424.95 20,042.87 25,543.86	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 31 35-01-62800 34-01-62800 35-01-62800	ACH Enabled: No
Vendor:2498 102149	FIRE POLYGRAPH PRE-EMPLOYMENT EVALUATION Check Total:	480.00 480.00	01/06/2012	Check Sequence: 32 10-40-62270	ACH Enabled: No
Vendor:5243 28041324	FLEET SERVICES FUEL PURCHASES Check Total:	56.24 56.24	01/06/2012	Check Sequence: 33 34-01-50200	ACH Enabled: No
Vendor:0081 9667	FRANKLIN PARK PLUMBING CO DRAINAGE IN 9504-9510 ADDISON Check Total:	8,490.00 8,490.00	01/06/2012	Check Sequence: 34 35-01-63070	ACH Enabled: No
Vendor:3510 PINV359994 PINV365982 PINV369481 PINV369643 PINV371665 PINV371682 PINV372017	GARVEY'S OFFICE PRODUCTS INK, CLIPBOARD, FOLDER, PEN, PUSH PEN CALENDARS, PADS, ENVELOPES, BINDER TAPE, SEALING, REPORT COPY PAPER CLEANER, SPRAY, DUSTER HIGHLIGHTED NOTES, JACKET DRUM, MARKER DRUM, LSR, COL	329.83 415.21 383.99 21.00 58.68 365.11 329.99	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 35 10-90-62680 10-01-50400 10-01-50400 10-01-50400 10-01-50400 10-01-50400 10-01-50400	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,903.81			
Vendor:4516 125156-REVISED 125162	GONZALEZ & ASSOCIATES, P.C. CONTRACTED SVCS 11.28-11.30 CONTRACTED SERVICES 12.01-12.16 2011 Check Total:	1,800.00 5,500.00 7,300.00	01/06/2012 01/06/2012	Check Sequence: 36 10-33-52400 10-33-52400	ACH Enabled: No
Vendor:5200 9705175975	GRAINGER LAMP BULB Check Total:	17.06 17.06	01/06/2012	Check Sequence: 37 10-30-62040	ACH Enabled: No
Vendor:5604 00438827	GUARDIAN LIFE INSURANCE-APPLET DENTAL JAN 2012 Check Total:	720.59 720.59	01/06/2012	Check Sequence: 38 10-52-62390	ACH Enabled: No
Vendor:1242 00041470 00041471 00041503	HARTS TRACTOR CO. INC. SEAL,SENSOR,GREASE,PIPE FOR TRUCK 217 REPLACE FAN CLUTCH ON 479 PARTS & LABOR (U JOINT/YOKE) TRUCK 225 Check Total:	9,686.53 1,795.72 1,803.47 13,285.72	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 39 08-01-50090 08-01-50030 10-90-50110	ACH Enabled: No
Vendor:2022 40622	Hastings Air-Energy Control REPAIRS STATION #2- SENSOR,CLAMP Check Total:	169.73 169.73	01/06/2012	Check Sequence: 40 10-13-52600	ACH Enabled: No
Vendor:3064 11-415	HBK WATER METER SERVICE REBUILD NESTLE METER Check Total:	2,700.00 2,700.00	01/06/2012	Check Sequence: 41 34-01-62825	ACH Enabled: No
Vendor:1817 31487	HR SIMPLIFIED 2 COBRA NOTICES- NOVEMBER 2011 Check Total:	50.00 50.00	01/06/2012	Check Sequence: 42 10-60-51950	ACH Enabled: No
Vendor:0590 2011-518	IL Assoc. of Chiefs of Police 2012 RENEWAL OF ACTIVE MEDIUM MEMBERSHIP Check Total:	200.00 200.00	01/06/2012	Check Sequence: 43 10-20-52100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
Vendor:1534 163868	JKS VENTURES, INC. GRADE 8 STONE Check Total:	241.80 241.80	01/06/2012	Check Sequence: 44 10-90-62660	ACH Enabled: No
Vendor:3233 209586 209877	Just Tires TIRES FOR 887 FRONT TIRES FOR 881 Check Total:	450.00 306.04 756.04	01/06/2012 01/06/2012	Check Sequence: 45 08-01-50013 08-01-50020	ACH Enabled: No
Vendor:5523 12132011	K-FIVE CONSTRUCTION REFUND FOR HYDRANT METER 32344907 Check Total:	1,992.00 1,992.00	01/06/2012	Check Sequence: 46 34-01-62856	ACH Enabled: No
Vendor:0497 10785A 10785B	Kane, Mc Kenna & Associates FRANKLIN PARK ATR 2009 FRANKLIN PARK ATR 2009 Check Total:	1,125.00 450.00 1,575.00	01/06/2012 01/06/2012	Check Sequence: 47 43-01-67590 14-01-67590	ACH Enabled: No
Vendor:1252 200651 200654	KAPLAN PAVEMENT SERVICES EZ STREET COLD ASPHALT EZ STREET COLD ASPHALT Check Total:	1,890.00 1,890.00 3,780.00	01/06/2012 01/06/2012	Check Sequence: 48 10-90-82781 10-90-82781	ACH Enabled: No
Vendor:0110 2748	KRIETER CONCRETE CONST. 9660 FRANKLIN INSTALLATION NEW WALKWAY Check Total:	4,900.00 4,900.00	01/06/2012	Check Sequence: 49 10-90-62600	ACH Enabled: No
Vendor:UB*00356	JASON KUCHLER Refund check Refund check Check Total:	452.15 266.63 718.78	12/16/2011 12/16/2011	Check Sequence: 50 34-00-20100 35-00-20100	ACH Enabled: No
Vendor:1001 60303483 60303668	LAND AND LAKES LEAF DISPOSAL II WILLOW RANCH LEAF DISPOSAL II WILLOW RANCH Check Total:	825.00 2,475.00 3,300.00	01/06/2012 01/06/2012	Check Sequence: 51 09-01-64000 09-01-64000	ACH Enabled: No
Vendor:0284 12052011	LAW OFFICES OF LOUIS F CAINKAR LEGAL/CONSULTING FROM 6.1-12.5 2011	1,711.25	01/06/2012	Check Sequence: 52 54-01-51000	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,711.25			
Vendor:1333 9300449615	Lawson Products, Inc. SCREWS, BATTERY CABLE, PIN, HEXNUT Check Total:	337.30 337.30	01/06/2012	Check Sequence: 53 08-01-89115	ACH Enabled: No
Vendor:1329 930946	Leach Enterprises, Inc. 4" FLEX TUBING FOR STREET TRUCKS Check Total:	32.46 32.46	01/06/2012	Check Sequence: 54 08-01-50090	ACH Enabled: No
Vendor:4850 N2964562 N2966583	MAILFINANCE LEASE 07040129 1/12-4/11 2012 LEASE 07051013 1/13-2/12 2012 Check Total:	562.64 452.14 1,014.78	01/06/2012 01/06/2012	Check Sequence: 55 10-01-50930 10-01-50930	ACH Enabled: No
Vendor:4403 63039	Martin Mack Fire and Safety CLASS D FIRE EXTINGUISHER RECHARGE Check Total:	68.60 68.60	01/06/2012	Check Sequence: 56 10-30-62050	ACH Enabled: No
Vendor:0041 39284	MCCLOUGHLIN LANDSCAPING & SNOWP 9500 BELMONT MONTHLY MAINTENANCE/CLEANUP Check Total:	1,050.00 1,050.00	01/06/2012	Check Sequence: 57 10-13-52600	ACH Enabled: No
Vendor:0131 37482 40339	MENARDS - MELROSE PARK TIE WIRE, END POST, TOP RAIL SLEEVE CLEANERS, BULBS, AND MOPS Check Total:	12.43 60.96 73.39	01/06/2012 01/06/2012	Check Sequence: 58 10-61-69580 10-13-52200	ACH Enabled: No
Vendor:1735 12152011	ROBERT MICHALOWSKI ARCHITECTURAL SVCS JANUARY 2012 Check Total:	1,417.00 1,417.00	01/06/2012	Check Sequence: 59 10-12-52925	ACH Enabled: No
Vendor:0296 746459	NEENAH FOUNDRY COMPANY SOLID PLATEN LD Check Total:	250.00 250.00	01/06/2012	Check Sequence: 60 35-01-63070	ACH Enabled: No
Vendor:4013 151476	NEMRT TRAINING CLASS- CYBER BULLYING DAVE Check Total:	149.00 149.00	01/06/2012	Check Sequence: 61 10-20-52001	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	149.00			
Vendor:2033	NICK'S SALES AND SERVICE			Check Sequence: 62	ACH Enabled: No
49722	SPARK PLUGS & AIR FILTERS (WALK MOWER)	81.90	01/06/2012	08-01-50034	
49732	SPARK PLUGS & AIR FILTERS (RIDING MOWER)	57.75	01/06/2012	08-01-50034	
49743	MOWER PARTS (BLADE COVER)	78.60	01/06/2012	08-01-50034	
49744	SPARKPLUG FOR SNOWBLOWERS	10.00	01/06/2012	08-01-50034	
	Check Total:	228.25			
Vendor:4521	NICOR			Check Sequence: 63	ACH Enabled: No
11212011	GAS SERVICE DISCONNECTED- PENDING DEMO	918.92	01/06/2012	54-01-61000	
	Check Total:	918.92			
Vendor:2107	Norcomm Public Safety Comm.			Check Sequence: 64	ACH Enabled: No
278-001414	NORCOMM 9-1-1 DISPATCH STAFF DEC 2011	60,283.66	01/06/2012	10-14-40220	
278-001419	POLICE RECORDS MGMT STAFF DEC 2011	11,074.58	01/06/2012	10-20-60400	
	Check Total:	71,358.24			
Vendor:2393	Park District of Franklin Park			Check Sequence: 65	ACH Enabled: No
11282011	VILLAGE HALL MEETING 11/28	150.00	01/06/2012	09-01-64040	
	Check Total:	150.00			
Vendor:UB*00359	BARRETT PEDERSEN			Check Sequence: 66	ACH Enabled: No
	Refund check	55.66	12/22/2011	34-00-20100	
	Refund check	85.55	12/22/2011	35-00-20100	
	Check Total:	141.21			
Vendor:UB*00360	BARRETT PEDERSEN			Check Sequence: 67	ACH Enabled: No
	Refund check	102.66	12/22/2011	34-00-20100	
	Refund check	45.50	12/22/2011	35-00-20100	
	Check Total:	148.16			
Vendor:1578	PITNEY BOWES GLOBAL FINANCIAL			Check Sequence: 68	ACH Enabled: No
1842097-DC11	LEASE 1842097 CHARGES	1,098.00	01/06/2012	10-01-50930	
	Check Total:	1,098.00			
Vendor:4235	PITNEY BOWES PURCHASE POWER			Check Sequence: 69	ACH Enabled: No
21838524862DEC	POSTAGE METER REFILL	1,500.00	01/06/2012	10-01-51500	

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,500.00			
Vendor:1096 77298 77313	Radco Communications, Inc. REMOVE ALL POLICE EQUIPMENT FROM 880 EXTERNAL SPEAKER W JACK Check Total:	455.00 59.00 514.00	01/06/2012 01/06/2012	Check Sequence: 70 08-01-50020 10-30-51170	ACH Enabled: No
Vendor:0793 115914 115923 115948	RG Smith Equipment Co. VALVE, 4 WAY ELECTRONIC SOLENOID SOCKET, DUST CAP 4 WAY ELECTRONIC SOLENOID VALVE Check Total:	93.75 60.00 187.50 341.25	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 71 10-90-62780 10-90-62780 10-90-62780	ACH Enabled: No
Vendor:0967 15234	Larry Roesch Chevrolet BRAKE HOSE FOR 877 Check Total:	44.29 44.29	01/06/2012	Check Sequence: 72 08-01-50020	ACH Enabled: No
Vendor:2419 1185883	Russo's Power Equipment BLUE PULLEY Check Total:	21.54 21.54	01/06/2012	Check Sequence: 73 10-30-80570	ACH Enabled: No
Vendor:2960 4043 4088 4258	S & E Inspections, Inc. AUGUST CHARGES AUGUST CHARGES SEPTEMBER CHARGES Check Total:	23.50 23.50 23.50 70.50	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 74 08-01-50030 08-01-50030 08-01-50030	ACH Enabled: No
Vendor:0579 84781 86138	Sam's Towing Service, Inc. MOVE 20' CONTAINER AMBULANCE TOW (FIRE HOUSE TO NW FORD) Check Total:	175.00 110.00 285.00	01/06/2012 01/06/2012	Check Sequence: 75 35-01-63070 08-01-50030	ACH Enabled: No
Vendor:0479 0061458-IN	Sirchie Finger Print Lab. TEST KIT Check Total:	24.74 24.74	01/06/2012	Check Sequence: 76 10-20-60630	ACH Enabled: No
Vendor:3697 6260	SPD Incorporated MAIN STATION CI2 PUMP REPLACEMENT	1,587.30	01/06/2012	Check Sequence: 77 34-01-50940	ACH Enabled: No

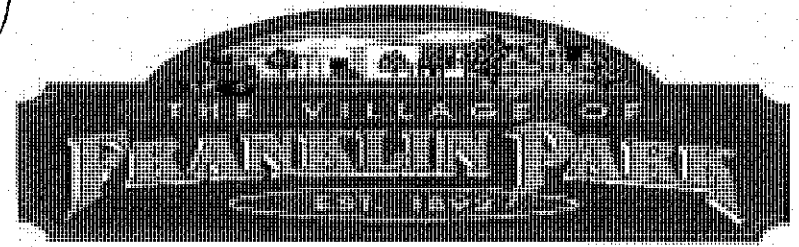
Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	1,587.30			
Vendor:3089 6992	STANDARD FENCE CO. INC. GATES AND POSTS AT CREEK BEHIND KMART Check Total:	1,275.00 1,275.00	01/06/2012	Check Sequence: 78 35-01-63110	ACH Enabled: No
Vendor:0340 12 01 2011 12/01/2011 12012011	Storino, Ramello & Durkin ASSESSMENT APPEALS GENERAL CORPORATE LEGAL MATTERS KINGS POINT GENERAL CEMENT Check Total:	2,056.25 393.75 505.05 2,955.05	01/06/2012 01/06/2012 01/06/2012	Check Sequence: 79 10-72-62557 10-72-62557 10-72-62557	ACH Enabled: No
Vendor:0183 47948 48617 48664 48746 48758	SUBURBAN WELDING STEEL, LLC JUNGLE HYDRANT WRENCH PLOW #233 REBUILD MOUNTS/PIVOT POINT MATERIAL/LABOR TO FABRICATE LOCK UPPER DOG EAR REPAIR MATERIAL/LABOR TO INSTALL CHIPPER RIVETS Check Total:	75.00 2,492.88 91.14 666.53 582.95 3,908.50	01/06/2012 01/06/2012 01/06/2012 01/06/2012 01/06/2012	Check Sequence: 80 10-30-80570 10-90-50110 10-90-50110 10-90-50110 10-90-50110	ACH Enabled: No
Vendor:3267 008-1294-02 7	SUN LIFE & HEALTH INS. CO VOLUNTARY LIFE INSURANCE FEB 2012 Check Total:	1,781.20 1,781.20	01/06/2012	Check Sequence: 81 10-52-62380	ACH Enabled: No
Vendor:4670 12162011	SuperValu/Albertsons COFFEE PLATES UTENSILS Check Total:	227.33 227.33	01/06/2012	Check Sequence: 82 10-01-59000	ACH Enabled: No
Vendor:3075 93486-00	Terminal Supply Company SHRINK BUTT CONNECTORS Check Total:	44.19 44.19	01/06/2012	Check Sequence: 83 08-01-89115	ACH Enabled: No
Vendor:5423 14163A 14163B	THIRD MILLENNIUM UTILITY BILL RENDERING DECEMBER 2011 UTILITY BILL RENDERING DECEMBER 2011 Check Total:	540.20 1,003.23 1,543.43	01/06/2012 01/06/2012	Check Sequence: 84 35-01-62857 34-01-62857	ACH Enabled: No
Vendor:UB*00357	JEANETTE URBINATI Refund check	22.96	12/16/2011	Check Sequence: 85 09-00-20100	ACH Enabled: No

Invoice No	Description	Amount	Payment Date	Acct Number	Reference
	Check Total:	22.96			
Vendor:3149 548745	USA BLUEBOOK LOCKING VALVE COVER/SUPER LOCK Check Total:	366.50 366.50	01/06/2012	Check Sequence: 86 34-01-62860	ACH Enabled: No
Vendor:3555 62884	VCG UNIFORM PANTS, BLOUSE, FLAG, BOOT & CROSS Check Total:	375.80 375.80	01/06/2012	Check Sequence: 87 10-30-40806	ACH Enabled: No
Vendor:1065 5808	Visu-Sewer of Illinois, LLC CLEAN & TELEWISE WILLOW ST PARKING LOT Check Total:	7,007.50 7,007.50	01/06/2012	Check Sequence: 88 35-01-63070	ACH Enabled: No
Vendor:3929 823998181	West Payment Center WEST INFORMATION CHARGES NOVEMBER 2011 Check Total:	130.90 130.90	01/06/2012	Check Sequence: 89 10-20-60560	ACH Enabled: No
Vendor:0207 1272126-1	ZENGER'S INDUSTRIAL GRIP, PLIERS, HACKSAW 20 PC SCREWDRIVER Check Total:	404.74 404.74	01/06/2012	Check Sequence: 90 34-01-62070	ACH Enabled: No
	Total for Check Run:	262,704.86			
	Total Number of Checks:	90			

J E 000151

Accounts Payable Manual Check Proof List

User: cperez
Printed: 12/28/2011 - 1:58 PM



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Vendor: 0153 FRANKLIN PK POLICE PENSION							
				301986	12/21/2011		
12082011	521.92	12/21/2011	POLICE PENSION FUND CATCH-UP 3 EMPLOYEES			10-27-68000	
Total for Check	521.92						
Total for 0153	521.92						
Vendor: 1096 Radco Communications, Inc.							
				301849	12/20/2011		
76977	440.30	12/21/2011	REMOVE ALL POLICE EQUIPMENT 881			10-20-80570	
77044	5,524.12	12/21/2011	INSTALL ALL POLICE EQUIPMENT 881			10-20-80570	
77045	245.45	12/21/2011	REPAIR LIGHTBAR 875			08-01-50020	
77063	5,163.40	12/21/2011	INSTALL ALL POLICE EQUIPMENT 879			10-20-80570	
Total for Check	11,373.27						
Total for 1096	11,373.27						
Vendor: 1902 THOMASGOLS							
				301847	12/15/2011		
12152011	560.00	12/21/2011	FOR SERVICES RENDERED 12/5-12/15 2011			10-01-67590	
Total for Check	560.00						
Total for 1902	560.00						
Vendor: 5342 TRI-ANGLE SCREEN PRINT							
				301848	12/15/2011		
124283A	798.00	12/21/2011	STREET DIVISION SWEATSHIRTS			10-90-60600	
124283B	618.00	12/21/2011	WATER DIVISION SWEATSHIRTS			34-01-60600	
124283C	168.00	12/21/2011	SEWER DIVISION SWEATSHIRTS			35-01-60600	
Total for Check	1,584.00						

Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	Reference
Total for 5342	1,584.00						
Total Checks:	14,039.19						



**Illinois Department
of Transportation**

**Resolution for Improvement by
Municipality Under the Illinois
Highway Code**

BE IT RESOLVED, by the President and Board of Trustees of the
Council or President and Board of Trustees
 Village Franklin Park of Franklin Park Illinois
City, Town or Village

that the following described street(s) be improved under the Illinois Highway Code:

Name of Thoroughfare	Route	From	To
25th Avenue	FAU 2714	North of King Street	Chestnut Avenue

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of the preliminary engineering required for the 2012 Safe Routes to Schools project on 25th Avenue

and shall be constructed _____ wide
 and be designated as Section 08-00068-00-SW

2. That there is hereby appropriated the (additional Yes No) sum of Fourteen Thousand Nine Hundred Seventy Five and 00/100 Dollars (\$14,975.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by Contract ; and,
Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved _____

 Date
 Department of Transportation

 Regional Engineer

I, Tommy Thomson Clerk in and for the
 Village Franklin Park of Franklin Park
City, Town or Village
 County of Cook , hereby certify the
 foregoing to be a true, perfect and complete copy of a resolution adopted
 by the President and Board of Trustees
Council or President and Board of Trustees
 at a meeting on _____
Date
 IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this
 _____ day of _____
 (SEAL)

 City, Town, or Village Clerk

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A PRELIMINARY
ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX
FUNDS BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A PRELIMINARY
ENGINEERING SERVICES AGREEMENT FOR MOTOR FUEL TAX
FUNDS BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(2012 SAFE ROUTES TO SCHOOLS)**

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

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

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

Section 2. The Preliminary Engineering Services Agreement for Motor Fuel Tax Funds by and between Baxter and Woodman, Incorporated and the Village of Franklin Park, Cook County, Illinois for 2012 Safe Routes to Schools Improvements – 25th Avenue, Engineer's Project Number 110912.40 (the "*Agreement*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the form presented to the Village Board, with such necessary changes as may be authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					


APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

Municipality Village of Franklin Park	L O C A L A G E N C Y	 Illinois Department of Transportation Preliminary Engineering Services Agreement For Motor Fuel Tax Funds	C O N S U L T A N T	Name Baxter and Woodman, Inc
Township Leyden				Address 39 South LaSalle Street, Suite 816
County Cook				City Chicago
Section 08-00068-00-SW				State Illinois 60603

THIS AGREEMENT is made and entered into this _____ day of _____, _____ between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Motor Fuel Tax Funds, allotted to the LA 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.

Section Description

Name 2012 Safe Routes to Schools Improvements - 25th Avenue

Route FAU 2714 Length 0.70 Mi. 3,700 FT (Structure No. _____)

Termini North of King Avenue to Chestnut Avenue

Description:

Preliminary engineering services for sidewalk removal and replacement and sign installation. See Exhibits A and B. ENGINEER's Project No. 110912.40.

Agreement Provisions

The Engineer Agrees,

1. To perform or be responsible for the performance of the following engineering services for the LA, in connection with the proposed improvements herein before described, and checked below:
 - a. Make such detailed surveys as are necessary for the preparation of detailed roadway plans
 - b. Make stream and flood plain hydraulic surveys and gather high water data, and flood histories for the preparation of detailed bridge plans.
 - c. Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.
 - d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.
 - e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.
 - f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.
 - g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the LA with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any or all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.
 - h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.

Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
 - j. Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
 - k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, will be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, even though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

The LA Agrees,

1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 in accordance with one of the following methods indicated by a check mark:
 - a. A sum of money equal to _____ percent of the awarded contract cost of the proposed improvement as approved by the DEPARTMENT.
 - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

Schedule for Percentages Based on Awarded Contract Cost

Awarded Cost		Percentage Fees												
Under \$50,000		<table border="0" style="width: 100%; border-collapse: collapse;"> <tr> <td style="border-bottom: 1px solid black; width: 70%;">Cost Plus Fixed Fee</td> <td style="width: 30%; text-align: center;">(see note)</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Not To Exceed \$14,975.00</td> <td style="text-align: center;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;">As Shown On Attached Exhibit C</td> <td style="text-align: center;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="text-align: center;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="text-align: center;">%</td> </tr> <tr> <td style="border-bottom: 1px solid black;"> </td> <td style="text-align: center;">%</td> </tr> </table>	Cost Plus Fixed Fee	(see note)	Not To Exceed \$14,975.00	%	As Shown On Attached Exhibit C	%		%		%		%
Cost Plus Fixed Fee	(see note)													
Not To Exceed \$14,975.00	%													
As Shown On Attached Exhibit C	%													
	%													
	%													
	%													

Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER may sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets all or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
 - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost - being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES - to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
 - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus 152 percent incurred up to the time he is notified in writing of such abandonment - "actual cost" being defined as in paragraph 2 of THE LA AGREES.
5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREES, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus 152 percent to cover profit, overhead and readiness to serve - "actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" as used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

It is Mutually Agreed,

1. That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and their approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER and approved by the LA and the DEPARTMENT.
4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed by the LA:

Village of Franklin Park of the
(Municipality/Township/County)

ATTEST:

State of Illinois, acting by and through its

By _____

Village Clerk

By _____

(Seal)

Title Village President

Executed by the ENGINEER:

Baxter & Woodman, Inc.

39 South LaSalle Street, Suite 816

ATTEST:

Chicago, Illinois 60603

By Peggy Lorbos

By [Signature]

Title Deputy Secretary

Title Vice President / COO

<p>Approved</p> <p>_____</p> <p>Date</p> <p>Department of Transportation</p> <p>_____</p> <p>Regional Engineer</p>
--

VILLAGE OF FRANKLIN PARK, ILLINOIS
2012 SAFE ROUTES TO SCHOOL – 25TH AVENUE
SECTION: 08-00068-00-SW

EXHIBIT A

PROJECT DESCRIPTION

This PROJECT will consist of the engineering services required to prepare a Group I Categorical Exclusion Phase I form (BLR 19100) and Phase II Contract Documents for the sidewalk removal and replacement at 4 locations on 25th Avenue from north of King Avenue to Chestnut Avenue in the Village of Franklin Park, Illinois. The work will include removal and replacement of existing sidewalk and curb and gutter to achieve Americans with Disabilities Act (ADA) compliance. The work will also include applicable pavement markings and Flashing Beacon signs at each location. The four (4) locations are 25th Avenue north of King Street, 25th Avenue and King Street, 25th Avenue and Gage Avenue, and 25th Avenue and Chestnut Avenue. The PROJECT length is 0.70 miles (3,700 feet).

I:\Crystal Lake\FRKPK\110912-2012SR\TS\10-Proposal\Work\Agreement\Exhibit A.doc

VILLAGE OF FRANKLIN PARK, ILLINOIS
2012 SAFE ROUTES TO SCHOOL – 25TH AVENUE
SECTION: 08-00068-00-SW

EXHIBIT B

SCOPE OF SERVICES

- **MANAGE PROJECT** - Plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Confer with LA staff, from time to time, to clarify and define the general scope, extent and character of the PROJECT and to review available data. Attend one kick-off meeting with the LA to review the PROJECT, establish PROJECT criteria and clear lines of communication, and one progress meeting to review the Project Report prior to submittal to the department.
- **AGENCY COORDINATION** - Coordinate the proposed improvements with the DEPARTMENT and attend one FHWA/IDOT coordination meeting. Notify and coordinate the proposed improvements with utility companies.
- **PHASE I DOCUMENTATION**
 - Prepare and submit a Group I Categorical Exclusion Phase I form (BLR 19100) and attachments in accordance with the DEPARTMENT Bureau of Local Roads and Streets Manual.
- **PHASE II PRELIMINARY PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - **DATA COLLECTION** - Collect photographs of the existing conditions along the PROJECT route to assist with preparation of design drawings and exhibits. Obtain data of record, including utility plans and atlas pages, to assist with the preparation of design drawings.
 - **FIELD EVALUATION** – Perform a field evaluation of the existing sidewalk and curb and gutter to determine the limits of sidewalk and curb and gutter removal and replacement.

- PRELIMINARY GEOMETRIC PLANS - Prepare an existing and proposed typical section and the preliminary geometric plan sheets for the proposed improvements.
- ENVIRONMENTAL ANALYSIS – Submit an Environmental Survey Request Form.
- PROJECT DETAILS AND STANDARDS – Prepare a Cover Sheet, Typical Sections, Design Details, Summary of Quantities, and DEPARTMENT Standard Detail sheets.
- ESTIMATE OF COST - Prepare a preliminary engineer's estimate of cost.
- SPECIAL PROVISIONS – Prepare special provisions in accordance with DEPARTMENT guidelines.
- QC/QA – Perform an in-house peer review of the pre-final plans, specifications, and estimates of cost for the PROJECT.
- **FINAL PLANS, SPECIFICATIONS, AND ESTIMATE OF COST**
 - FINAL CONTRACT PLANS AND CONTRACT PROPOSAL - Prepare contract documents consisting of Plans, Special Provisions, Contract Proposals, and Engineer's Estimate of Probable Construction Cost and submit these documents to the DEPARTMENT for the LA to receive construction bids. Make any necessary changes to the documents as required by the DEPARTMENT in order to secure approval.

\\corp.baxwood.com\Projects\Crystal Lake\FRKPK\10912-2012SR\TS\Contract\Exhibit B.doc



PRELIMINARY ENGINEERING
2012 SAFE ROUTES TO SCHOOLS IMPROVEMENTS - 25TH AVENUE
EXHIBIT C

ROUTE: 2012 SAFE ROUTES TO SCHOOLS - 25TH AVENUE (FAU 2714)
LOCAL AGENCY: VILLAGE OF FRANKLIN PARK
(Municipality)

SECTION: 08-00688-00-SW
PROJECT: 110912.40

METHOD OF COMPENSATION
COST PLUS FIXED FEE 1
COST PLUS FIXED FEE 2
COST PLUS FIXED FEE 3
SPECIFIC RATE
LUMP SUM

X
14.5% [(DL + R (DL) + OH (DL) + IHOC)
14.5% [(DL + R (DL) + 1.4 (DL) + IHOC)
14.5% [(2.3 + R) DL + IHOC]

* FIRMS APPROVED RATES ON FILE WITH IDOT'S
BUREAU OF ACCOUNTING AND AUDITING.
OVERHEAD RATE (OH) 152%
COMPLEXITY FACTOR (R) 9
CALENDAR DAYS

ELEMENT OF WORK	EMPLOYEE CLASSIFICATION	MAN. HOURS	PAYROLL RATE	PAYROLL COSTS (DL)	OVERHEAD*	SERVICES BY OTHERS		IN-HOUSE DIRECT COSTS (IHOC)	PROFIT	TOTAL
						BY OTHERS	DIRECT COSTS			
MANAGE PROJECT	SR ENGINEER V	1	\$51.00	\$51.00	\$95.00			\$50.00	\$22.00	\$176.00
MANAGE PROJECT	SR ENGINEER IV	5	\$56.99	\$285.00	\$433.00				\$111.00	\$879.00
AGENCY COORDINATION	SENIOR ENGINEER IV	4	\$56.99	\$228.00	\$427.00			\$50.00	\$91.00	\$716.00
AGENCY COORDINATION	ENGINEER III	8	\$37.50	\$300.00	\$456.00				\$110.00	\$866.00
AGENCY COORDINATION	CADD TECH II	4	\$30.02	\$120.00	\$182.00				\$44.00	\$346.00
AGENCY COORDINATION	CLERICAL	4	\$24.34	\$97.00	\$147.00				\$36.00	\$279.00
PHASE I DOCUMENTATION	ENGINEER I	4	\$31.50	\$126.00	\$192.00				\$46.00	\$304.00
PHASE I DOCUMENTATION	CADD OPERATOR II	4	\$33.21	\$133.00	\$202.00				\$40.00	\$304.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST	ENGINEER III	2	\$37.50	\$75.00	\$114.00				\$27.00	\$216.00
PRELIMINARY PLANS, SPECIFICATIONS, & ESTIMATE OF COST	CADD TECH II	10	\$30.02	\$300.00	\$456.00			\$55.00	\$118.00	\$929.00
PRELIMINARY GEOMETRIC PLAN	ENGINEER III	24	\$37.50	\$900.00	\$1,368.00			\$107.00	\$34.00	\$2,719.00
PRELIMINARY GEOMETRIC PLAN	CADD TECH II	8	\$30.02	\$240.00	\$365.00				\$88.00	\$693.00
ENVIRONMENTAL ANALYSIS	ENGINEER III	6	\$37.50	\$225.00	\$342.00			\$145.00	\$103.00	\$815.00
PROJECT DETAILS AND STANDARDS	ENGINEER III	16	\$37.50	\$600.00	\$912.00				\$219.00	\$1,731.00
PROJECT DETAILS AND STANDARDS	CADD TECH II	8	\$30.02	\$240.00	\$365.00				\$88.00	\$693.00
ESTIMATE OF COST	ENGINEER I	6	\$31.50	\$190.00	\$289.00				\$58.00	\$548.00
ESTIMATE OF COST	CADD TECH II	1	\$30.02	\$30.00	\$46.00				\$11.00	\$87.00
SPECIAL PROVISIONS	ENGINEER I	4	\$31.50	\$126.00	\$192.00				\$46.00	\$364.00
SPECIAL PROVISIONS	CLERICAL	2	\$24.34	\$49.00	\$74.00				\$18.00	\$141.00
QC/QA	SR ENGINEER IV	2	\$56.99	\$114.00	\$173.00				\$42.00	\$329.00
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST	ENGINEER III	8	\$37.50	\$300.00	\$456.00				\$110.00	\$866.00
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST	CADD TECH II	8	\$30.02	\$240.00	\$365.00				\$88.00	\$693.00
FINAL PLANS, SPECIFICATIONS, & ESTIMATE OF COST	CLERICAL	2	\$24.34	\$49.00	\$74.00				\$18.00	\$141.00
TOTALS		141		\$5,028	\$7,643		\$0	\$407	\$1,897	\$14,976.00

IN-HOUSE DIRECT COSTS (INCLUDED IN TOTAL COST) \$210.00
VEHICLE EXPENSES - TRAVEL, 37.8 MI @ \$0.566/MILE \$52.00
POSTAGE \$145.00
ENVIRONMENTAL DATABASE SEARCH
SERVICES BY OTHERS (INCLUDED IN TOTAL COST)



THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING A COST REIMBURSEMENT
SUB-SUBCONTRACT FOR AN ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT BY AND BETWEEN THE METROPOLITAN MAYORS CAUCUS
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(KING STREET PUMP STATION)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING A COST REIMBURSEMENT
SUB-SUBCONTRACT FOR AN ENERGY EFFICIENCY AND CONSERVATION
BLOCK GRANT BY AND BETWEEN THE METROPOLITAN MAYORS CAUCUS
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(KING STREET PUMP STATION)**

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

WHEREAS, the Village is the recipient of certain grant funds as part of an Energy Efficiency and Conservation Block Grant administered by the Metropolitan Mayors Caucus for its proposal to replace equipment at the King Street Pump Station.

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

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

Section 2. The Cost Reimbursement Sub-Subcontract between the Metropolitan Mayors Caucus and the Village of Franklin Park, Sub-Subcontract Number 10-451001-022-FP-1-A (the "*Sub-Subcontract*"), a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary revisions, if any, as determined by the Village President, said changes being approved by execution and delivery of the Sub-Subcontract by the Village President.

Section 3. The Village President is hereby authorized as the official representative of the

Village to sign and submit the Sub-Subcontract, along with all other necessary documents and forms therein required, and the Village Engineer and Utilities Commissioner is hereby further directed to undertake all necessary actions as required of the Village to perform such tasks, as required under the terms of the Sub-Subcontract, as therein described.

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Sub-Subcontract to complete satisfaction of the provisions, terms or conditions stated therein.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Sub-Subcontract

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING AN ENGINEERING SERVICES
AGREEMENT BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED
AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
(KING STREET PUMP STATION)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE AUTHORIZING AND APPROVING AN ENGINEERING SERVICES AGREEMENT BY AND BETWEEN BAXTER AND WOODMAN, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS (KING STREET PUMP STATION)

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

VILLAGE OF FRANKLIN PARK, ILLINOIS
WATER SYSTEM IMPROVEMENTS
KING STREET VARIABLE FREQUENCY DRIVE ADDITION

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2011, by and between the Village of Franklin Park, Illinois, hereinafter referred to as the Village, and Baxter & Woodman, Inc., Consulting Engineers, hereinafter referred to as the Engineers, for engineering services required by the Village for the King Street Variable Frequency Drive Addition, hereinafter referred to as the Project.

WITNESSETH that in consideration of the covenants herein, these parties agree as follows:

SECTION 1. The Project consists of replacing a standard "across-the-line" motor starter with a new Variable Frequency Drive (VFD) starter for one of its largest motor/pumps at the King Street facility, as more completely described in Exhibit A, attached hereto. After written authorization by the Village, the Engineers shall provide professional services for the Project. These services will include serving as the Village's representative in all phases of the Project, providing consultation and advice, and furnishing customary engineering and construction-related services, as enumerated in Exhibit B, attached hereto.

SECTION 2. The Village shall compensate the Engineers for the professional services enumerated in Exhibit B hereof as follows:

2.1 The Engineers' fee for the design services described in Exhibit B Sections 1 through 4 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$16,020; Engineers' Project No. 110923.40.

2.2 The Engineers' fee for the construction-related services described in Exhibit B Sections 5 through 11 shall be computed on the basis of their hourly billing rates for actual work time performed plus reimbursement of out-of-pocket expenses including travel costs, which total amount will not exceed \$19,550; Engineers' Project No. 110923.60.

2.3 The Engineers' fee for the additional services described in Exhibit B Section 12 is not included in this Agreement and, if needed, shall be negotiated between these parties and this Agreement amended accordingly prior to the commencement of said services.

SECTION 3. The parties hereto further mutually agree:

3.1 The Engineers may submit requests for periodic progress payments for services rendered. Payments shall be due and owing by the Village in accordance with the terms and provisions of the Local Government Prompt Payment Act, Illinois Compiled Statutes, Ch. 50, Sec. 505, et. seq.; and the Engineers may, after giving seven (7) days written notice to the Village, suspend services under this Agreement until the Engineers have been paid in full all amounts due for services, expenses, and late payment charges as provided in such Act.

3.2 This Agreement may be terminated, in whole or in part, by either party if the other party substantially fails to fulfill its obligations under this Agreement through no fault of the terminating party; or the Village may terminate this Agreement, in whole or in part, for its convenience. However, no such termination may be effected unless the terminating party gives the other party (1) not less than ten (10) calendar days written notice by certified mail of intent to terminate, and (2) an opportunity for a meeting with the terminating party before termination. If this Agreement is terminated by either party, the Engineers shall be paid for services performed to the effective date of termination, including reimbursable expenses. In the event of contract termination, the Village shall receive reproducible copies of Drawings, Specifications and other documents completed by the Engineers.

3.3 The Engineers agree to hold harmless and indemnify the Village and each of its officers, agents and employees from any and all liability claims, losses, or damages including reasonable attorney's fees to the extent that such claims, losses, damages or expenses are caused by the Engineers' negligent errors, acts or omissions, but not including liability, claims, losses or damages due to the negligence of the Village or other consultants, contractors or subcontractors working for the Village, or their officers, agents and employees.

In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineers and the Village they shall be borne by each party in proportion to its negligence.

The Village acknowledges that the Engineers is a Business Corporation and not a Professional Service Corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees.

The Village and Engineers agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

3.4 For the duration of the Project, the Engineers shall procure and maintain insurance for protection from claims under worker's compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death

of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom, alleged to arise from the Engineers' negligence in the performance of services under this Agreement. The Village shall be named as an additional insured on the Engineers' general liability insurance policy. The limits of liability for the insurance required by this Subsection are as follows:

(1)	Worker's Compensation:	Statutory Limits
(2)	General Liability	
	Per Claim:	\$1,000,000
	Aggregate:	\$2,000,000
(3)	Automobile Liability	
	Combined Single Limit:	\$1,000,000
(4)	Excess Umbrella Liability	
	Per Claim and Aggregate:	\$5,000,000
(5)	Professional Liability	
	Per Claim and Aggregate:	\$5,000,000/\$5,000,000

3.5 Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of the Engineers and their officers, directors, employees, agents, and any of them, to the Village and anyone claiming by, through or under the Village, for any and all claims, losses, costs or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability or breach of contract or warranty express or implied of Engineers or their officers, directors, employees, agents or any of them, hereafter referred to as the Village's Claims", shall not exceed the total insurance proceeds available to pay on behalf of or to the Engineers by their insurers in settlement or satisfaction of Village's Claims under the terms and conditions of Engineers' insurance policies applicable thereto, including all covered payments made by those insurers for fees, costs and expenses of investigation, claims adjustment, defense and appeal.

The Village and Engineers agree to waive against each other all claims for special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project.

3.6 The Engineers are responsible for the quality, technical accuracy, timely completion, and coordination of all Designs, Drawings, Specifications, Reports, and other professional services furnished or required under this Agreement. The Engineers shall endeavor to perform such services with the same degree of knowledge, skill and diligence

normally employed by professional engineers performing the same or similar services.

3.7 The Village may, at any time, by written order, make changes within the general scope of this Agreement in the services to be performed by the Engineers. If such changes cause an increase or decrease in the Engineers' fee or time required for performance of any services under this Agreement, whether or not changed by any order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. No service for which an additional compensation will be charged by the Engineers shall be furnished without the written authorization of the Village.

3.8 All Reports, Drawings, Specifications, other documents, and electronic media prepared or furnished by the Engineers pursuant to this Agreement are instruments of service in respect to the Project, and the Engineers shall retain the right of reuse of said documents and electronic media by and at the discretion of the Engineers whether or not the Project is completed. Reproducible copies of the Engineers' documents and electronic media for information and reference in connection with the use and occupancy of the Project by the Village and others shall be delivered to and become the property of the Village upon request; however, the Engineers' documents and electronic media are not intended or represented to be suitable for reuse by the Village or others on additions or extensions of the Project, or on any other project. Any such reuse without verification or adaptation by the Engineers for the specific purpose intended will be at the Village's sole risk and without liability or legal exposure to the Engineers, and the Village shall indemnify and hold harmless the Engineers from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any furnishing of additional copies and verification or adaptation of the Engineers' documents and electronic media will entitle the Engineers to claim and receive additional compensation from the Village. Electronic media are furnished without guarantee of compatibility with the Village's software or hardware, and the Engineers' sole responsibility for such media is to furnish replacements of defective disks within 30 days after initial delivery.

3.9 The Village will provide the site for the Project, and it warrants that all known hazardous materials on or beneath the site have been identified to the Engineers. The Engineers shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials. The Engineers shall not be required by the Village to provide certifications that soils, including soil mixed with other clean construction or demolition debris, are or are not contaminated.

3.10 During the progress of the construction work under this Agreement, the Engineers shall continuously monitor their costs and anticipated future costs, and if such monitoring indicates possible costs in excess of the amounts stated in Section 2 above, the Engineers shall notify the Village of such anticipated increase, and the scope of services and/or the compensation for construction-related engineering services shall be adjusted by amendment to this Agreement. If the Village and the Engineers cannot agree

on the amount of extra compensation for said anticipated increase of engineering costs, this Agreement shall then be considered to be terminated to the mutual benefit of these parties, without penalty to either party.

3.11 The not-to-exceed amount for construction-related engineering services set forth in Section 2 above does not include any overtime hours for Resident Project Representatives. In the event the Contractor works more than eight (8) hours on any weekday, or works any time on Saturdays, Sundays or holidays, during which time Resident Project Representatives are required to be present, the Village shall pay the Engineers extra compensation at the Engineers' hourly rates on a time-and-a-half basis for all time of more than eight (8) hours on any weekday and all time on Saturdays, and on a double time basis for all time on Sundays and holidays.

3.12 The Village shall obtain from others and furnish to the Engineers complete legal descriptions and plats of property surveys for the Project which shall include, but not be limited to, location and staking of all necessary property lines and corners, public rights-of-way and secured easements, and zoning and deed restrictions.

3.13 The Engineers are an equal opportunity employer and hereby incorporate the requirements of 44 Ill. Adm. Code 750 Appendix A as applicable.


3.14 Any provision or part thereof of this Agreement held to be void or unenforceable under any law shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the parties. The parties agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision which comes as close as possible to expressing the intention of the stricken provision.

3.15 This Agreement contains and embodies the entire and integrated agreement between parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral.

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Agreement by their duly authorized officers as of the day and year first above written.

BAXTER & WOODMAN, INC.

**VILLAGE OF FRANKLIN PARK,
ILLINOIS**

By 
President

By _____
President

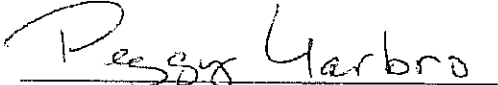
December 13, 2011
Date of Signature

Date of Signature

(SEAL)

ATTEST:

ATTEST:


Deputy Secretary

Clerk

Attachment

I:\Crystal Lake\FRKPK\110923-FRKPK - Init\Contract\110923.40-60 King St VFD Addition ESA.Doc



VILLAGE OF FRANKLIN PARK, ILLINOIS
WATER SYSTEM IMPROVEMENTS
KING STREET VARIABLE FREQUENCY DRIVE ADDITION

EXHIBIT A

PROJECT DESCRIPTION

The Village of Franklin Park is interested in replacing a standard “across-the-line” motor starter with a new Variable Frequency Drive (VFD) starter for one of its largest motor/pumps at the King Street facility. Items to be included are:

- The creation of drawings and specifications for replacing a standard mechanical starter for a 150 HP pump with a new variable frequency drive solid state starter.
- Replacement of cabling due to the electronic design characteristics of the new starter.
- Addition of a cooling unit to compensate for the heat generated by the new drive in the space.
- Replace one existing 150 HP motor with a VFD/Inverter rated motor.

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VILLAGE OF FRANKLIN PARK, ILLINOIS
WATER SYSTEM IMPROVEMENTS
KING STREET VARIABLE FREQUENCY DRIVE ADDITION

EXHIBIT B

SCOPE OF SERVICES

Design Engineering Services

1. PROJECT ADMINISTRATION

- A. Plan, schedule, and control the activities that must be performed to complete the Project. These activities include:
- (1) Budget control and invoicing.
 - (2) Schedule control.
 - (3) Coordinating activities of design and production staff.
 - (4) Reviews for the purpose of quality control, quality assurance, and permitting.
 - (5) Project scope control
- B. Meet with the Village staff:
- (1) Initial Project kick-off meeting.
 - (2) Detailed Design final design meeting.
- C. Confer with the Village staff via email on a regular basis (no less than bi-weekly), to clarify Project status, to discuss Project progress, and to solicit Owner input on design decisions.

2. DETAILED DESIGN

- A. Prepare technical design drawings and specifications based on replacing one existing across-the-line motor starter with a new VFD to control the speed of one of the facility's largest pumps:
- (1) Detail the re-routing of the pump/motor branch feeders to the new VFD, then routing back to the existing motor.
 - (2) Verify existing branch circuit conductors are properly sized to accommodate the new VFD nameplate. Upgrade conductors as required per code.
 - (3) Provide new Inverter-Duty/VFD rated cable to minimize harmonics due to VFD.
 - (4) Replace one existing 150 HP motor with a VFD/Inverter rated motor.
 - (5) Instrumentation design for new VFD: new speed control into existing SCADA system, re-connect existing starter controls to new VFD, etc.
 - (6) Design power connections for new stand-alone HVAC system.

- B. Modifications to the facility will also include an additional stand-alone air conditioning system to supplement the existing air conditioning system to reduce the heat generated by the new VFD.
 - C. Conduct QA/QC reviews by the Construction and Operations Departments.
 - D. Furnish the Village with three (3) sets of the final Detailed Design Documents consisting of the following:
 - (1) Technical specifications prepared in conformance with the format of the Construction Specification Institute.
 - (2) Technical drawings showing the general scope, extent and character of construction, work to be furnished and performed by the Contractor(s) selected by the Village.
 - E. Prepare an Opinion of Probable Construction Cost based upon the final Detailed Design.
3. PERMITTING
- A. Prepare required documents to secure a construction permit from the Illinois Environmental Protection Agency (IEPA) including: Application for Construction Permit, Schedule B (Cost Estimate), drawings and specifications, and Engineer's Design Summary.
 - B. Submit documents to the IEPA.
 - C. Answer questions and prepare revised documents necessary to secure a Construction Permit from the IEPA.
4. BIDDING ASSISTANCE
- A. Prepare forms of Construction Contract Documents (front-end bidding documents) based upon the standard Engineers Joint Contract Document Committee (EJCDC) including Advertisement for Bids, Bidder Instructions, Bid Form, Agreement, Performance Bond Form, Payment Bond Form, General Conditions, and Supplementary Conditions.
 - B. Prepare list of qualified bidders and submit list to Village for approval and/or modification.
 - C. Assist the Village in solicitation of construction bids including selection of an appropriate bid receiving date, inviting contractors on the approved Village's bidders list to submit bids for the construction project, and coordinating purchase of bidding documents by interested contractors.
 - D. Attend the bid opening, tabulate bid proposals, and make an analysis of the bids.
 - E. Prepare and submit recommendations for the award of construction contract to the Village.

Construction Engineering Services

5. Act as the Village's representative with duties, responsibilities and limitations of authority as assigned in the construction contract documents.
6. PROJECT INITIATION
 - A. Attend and prepare minutes for the preconstruction conference, and review the Contractor's proposed construction schedule and list of subcontractors.
 - B. Prepare Award Letter, Agreement, Contract Documents, Performance/ Payment Bonds, and Notice to Proceed. Review Contractor insurance documents.
7. CONSTRUCTION ADMINISTRATION
 - A. Check, Review, and approve shop drawings, manufacturer's literature, samples, and other submittals by the Contractor, but only for compliance with the drawings and specifications as to quality of materials and performance of equipment. Such review shall not be construed as relieving the Contractor of the responsibility to meet requirements of the construction contract documents.
 - B. Prepare construction contract Change Orders and work directives when authorized by the Village.
 - C. Review the Contractor's requests for payments as construction work progresses, and advise the Village of amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
 - D. Research and prepare written response by Engineers to requests for information from the Village and Contractor.
8. FIELD OBSERVATION
 - A. Provide Resident Project Representatives at the construction site on a periodic part-time basis from the Engineers' office of not more than eight (8) hours per regular weekday, not including legal holidays as deemed necessary by the Engineers, to indicate construction boundaries, to assist the Contractor with interpretation of the Drawings and Specifications, to observe in general if the Contractor's work is in conformity with the Final Design Documents, and to monitor the Contractor's progress as related to the Construction Contract date of completion. The construction Contractor is a separate company from the Engineers. The Village understands and acknowledges that the Engineers are not responsible for the Contractor's construction means, methods, techniques, sequences or procedures, time of performance, compliance with Laws and Regulations, or safety precautions and programs in connection with the Project, and the Engineers do not guarantee the performance of the Contractor and are not responsible for the Contractor's failure to execute the work in accordance with the construction contract documents.
 - B. Provide the necessary base lines, benchmarks, and reference points to enable the Contractor to proceed with the work.

- C. Keep a daily record of the Contractor's work on those days that the Engineers are at the construction site including notations on the nature and cost of any extra work, and provide weekly reports to the Village of the construction progress and working days charged against the Contractor's time for completion.
9. SUBSTANTIAL COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project is substantially complete. Prepare written punch lists during substantial completion inspections.
 - B. Prepare Certificate of Substantial Completion.
10. COMPLETION OF PROJECT
- A. Provide construction inspection services when notified by the Contractor that the Project is complete. Prepare written punch lists during final completion inspections.
 - B. Review the Contractor's written guarantees and issue a Notice of Acceptability for the Project by the Village.
 - C. Review the Contractor's requests for final payment, and advise the Village of the amounts due and payable to the Contractor in accordance with the terms of the construction contract documents.
11. PROJECT CLOSEOUT
- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services.
- The following is not included in the base Construction Services fee, and may be included if negotiated at a later date.*
12. WARRANTY AND ANNIVERSARY SERVICES
- A. Provide construction-related engineering services including, but not limited to, General Construction Administration and Resident Project Representative Services after the original construction contract final completion date for the Project.
 - B. Provide construction-related engineering services regarding warranty/ anniversary work by the Contractor after the Project, or parts thereof, has been accepted for operational use by the Village. Such services will include, but not be limited to assistance to the Village in enforcing the Contractor's guaranty to repair or replace defective work within the warranty time stated in the construction contract documents for the Project.

SUB-SUBCONTRACT NO. 10-451001-022-FP-1- A

**COST REIMBURSEMENT SUB-SUBCONTRACT BETWEEN THE METROPOLITAN
MAYORS CAUCUS AND THE VILLAGE OF FRANKLIN PARK (LOCAL
GOVERNMENT ENTITY)**

THIS SUB-SUBCONTRACT, entered into this 9th day of December 2011 by and between the Metropolitan Mayors Caucus, hereinafter referred to as MMC, and The Village of Franklin Park, hereinafter referred to as the LOCAL GOVERNMENT ENTITY, is for the purpose as hereinafter set forth.

WHEREAS, LOCAL GOVERNMENT ENTITY has submitted a proposal for an energy savings project, a copy of which proposal is attached as Exhibit A, ("Project") which MMC has agreed to fund.

WHEREAS, the Illinois Association of Regional Councils (ILARC) is the recipient of Grant No. 09-451001 from the Illinois Department of Commerce and Economic Opportunity (DCEO) (Master Grant), for support of the program entitled Energy Efficiency and Conservation Block Grant (EECBG).

WHEREAS, MMC is the recipient of grant funds from ILARC pursuant to Subcontract No. 10-451001-022.

WHEREAS, said Master Grant approves collaborative effort by ILARC, MMC and LOCAL GOVERNMENT ENTITY and LOCAL GOVERNMENT ENTITY has agreed to use its personnel, facilities, and best efforts in the performance of the work requirements.

THEREFORE, the parties mutually agree as follows:

ARTICLE I. STATEMENT OF WORK

The LOCAL GOVERNMENT ENTITY shall provide the necessary personnel, facilities, data and materials to perform the following services:

1. The LOCAL GOVERNMENT ENTITY shall complete the Project which is described as Exhibit A.
2. LOCAL GOVERNMENT ENTITY shall provide progress reports and supporting documentation to MMC on a regular basis and on request from the MMC.
3. LOCAL GOVERNMENT ENTITY shall provide a final report to MMC upon completing the Project.

4. LOCAL GOVERNMENT ENTITY shall provide on-site Project monitoring as determined to be necessary by LOCAL GOVERNMENT ENTITY, MMC, ILARC, DCEO and/or the Department of Energy (DOE).
5. LOCAL GOVERNMENT ENTITY shall provide a waste management plan to MMC.
6. LOCAL GOVERNMENT ENTITY shall retain all required documentation and reports as more fully set forth in Article V.
7. LOCAL GOVERNMENT ENTITY shall abide by all applicable Federal, State and local laws, rules and regulations governing their performance including, but not limited to, all provisions contained in Section 5.9 of the Master Grant, the Buy American Act, Davis Bacon Act, National Historic Preservation Act and the National Environmental Policy Act.

The LOCAL GOVERNMENT ENTITY shall ensure the provision of all data required for DOE quarterly reports including:

- a. Energy savings (therms)
- b. Energy savings (kWh)
- c. CO₂ and CO_{2e} reduced (metric tons)
- d. Jobs created
- e. Jobs retained

ARTICLE II. SCHEDULE FOR DELIVERABLE ITEMS OR REPORTS OR BOTH

In connection with, and as part of the work to be performed the LOCAL GOVERNMENT ENTITY shall submit regular reports and a final report as specified in Article I and as otherwise required by DCEO, ILARC OR MMC under the terms of the Master Grant.

ARTICLE III. PERIOD OF PERFORMANCE

Performance of this Sub-Subcontract shall begin on December 9, 2011 and shall not extend beyond the estimated completion date of February 17, 2012, unless further extended by amendment of this Sub-Subcontract.

ARTICLE IV. ESTIMATED COST AND PAYMENT

The total cost of this Sub-Subcontract shall not exceed \$94,000.00 on a cost reimbursement basis. Costs may be reimbursed for eligible program expenses incurred after November 1, 2009. Reimbursement shall be in accordance with the approved line item budget attached as Exhibit B and incorporated herein by reference. Substantial deviations from the approved budget require prior approval of MMC, ILARC and DCEO.

The amount indicated in the first paragraph of this Article represents the maximum amount reimbursable under this Sub-Subcontract without prior approval of MMC, ILARC and DCEO.

The LOCAL GOVERNMENT ENTITY shall submit itemized invoices and payments will be subject to the following conditions:

1. Payments will be made on a reimbursement basis, after the LOCAL GOVERNMENT ENTITY submits the appropriate invoice(s) to the MMC. (If an applicant is receiving funds from other funding sources(s), total funds requested by all sources will not exceed the total cost of the Project.)
2. Ten percent (10%) of the award agreement amount will be withheld as retention until the final report is received from the LOCAL GOVERNMENT ENTITY and the MMC Project Director determines the Project has been satisfactorily completed.
3. All invoices must be submitted with a completed payment request form, as specified by the MMC, and accompanied by all backup documentation. The backup documentation must include copies of paid invoices and receipts detailing the specific equipment and purchases, the services proposed, and contractor time records where appropriate.
4. Said invoices must represent actual cost incurred and be certified by an appropriate institutional official.
5. Before final payment, the MMC reserves the right to verify that the amount of the funding award agreement, when combined with all other sources of funding for the Project, does not exceed 100 percent of the total Project cost.
6. MMC Project Director must approve all invoices. This approval is subject to the LOCAL GOVERNMENT ENTITY's acceptable submittal of the required progress reports and the appropriateness of the invoiced expenses under the funding award agreement.

Invoices should be submitted to: Kate Agasie, Environmental Director, Metropolitan Mayors Caucus, 233 S. Wacker Dr., Suite 800, Chicago, IL 60606. Sub-Subcontract No. 10-451001-022- FP-1 is to be referenced.

ARTICLE V. SPECIAL PROVISIONS

The LOCAL GOVERNMENT ENTITY agrees to maintain books, records, documents and any other evidence pertaining to all costs and expenses incurred and revenues acquired, such as interest accrued and put back in a project under this Sub-Subcontract to the extent and in such detail as will properly reflect all costs and expenses of whatever nature for which reimbursement is claimed. The books of account and other records which are applicable shall at all times be available for inspection, review and audit by MMC, ILARC and DCEO to determine proper application and use of all funds paid to or for the account of benefits of the LOCAL GOVERNMENT ENTITY.

This Sub-Subcontract may not be assigned in whole or in part without the prior consent of MMC.

Title to equipment and supplies purchased by the LOCAL GOVERNMENT ENTITY pursuant to the terms of this contract shall remain with LOCAL GOVERNMENT ENTITY, unless other disposition is mutually agreed upon and permitted under terms of the Master Grant. However, LOCAL GOVERNMENT ENTITY is prohibited from, and may not sell, transfer, encumber or otherwise dispose of said equipment and or supplies, except in their ordinary use without prior written approval of MMC. LOCAL GOVERNMENT ENTITY shall maintain an inventory or property control record of all equipment, materials and/or supplies reimbursed with grant funds.

LOCAL GOVERNMENT ENTITY hereby agrees to indemnify and hold harmless MMC, its officers, agents and employees from any and all claims, suits, losses, damages, costs of action, fines, judgments or liability that may arise out of or on account of any failure on the part of LOCAL GOVERNMENT ENTITY to perform any service or duty as herein agreed or resulting from the negligence or misconduct of LOCAL GOVERNMENT ENTITY, its officers, employees or agents.

ARTICLE VI. PROJECT DIRECTOR (MMC)

The Project Director representing MMC for the purpose of technical direction of contract performance shall be Kate Agasie.

ARTICLE VII. PROJECT DIRECTOR (LOCAL GOVERNMENT ENTITY)

The Project Director representing the LOCAL GOVERNMENT ENTITY for the purpose of technical direction in accordance with Article I, shall be David Talbott.

ARTICLE VIII. TERMINATION

The Agreement shall terminate automatically upon depletion of the funds allocated in Article IV. Either party to the Sub-Subcontract shall have the right to terminate by giving thirty days written notice of intent to terminate to the other party.

ARTICLE IX. INCORPORATION OF APPLICABLE PROVISIONS OF THE MASTER GRANT

All applicable provisions of Grant No. 09-451001, including Part VIB, American Recovery and Reinvestment Act Terms, Conditions and Certifications between ILARC and DCEO shall be binding upon the LOCAL GOVERNMENT ENTITY and the LOCAL GOVERNMENT ENTITY agrees to comply with same. A copy of Grant Contract 09-451001 was provided as Exhibit C to the Village as part of **SUB-SUBCONTRACT NO. 10-451001-022-FP-1** and the terms of that agreement applicable to this Sub-Subcontract are incorporated herein by reference.

ARTICLE X. FAIR EMPLOYMENT CONTRACTING ACT

During the performance of this Sub-Subcontract, the LOCAL GOVERNMENT ENTITY agrees as follows: LOCAL GOVERNMENT ENTITY will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin, in accordance with State and Federal Laws, Rules and Regulations.

ARTICLE XI. FEDERAL AWARD IDENTIFYING INFORMATION

In accordance with OMB Circular A-133, the Federally funded award is identified by the following:

CFDA#:	81.128
CFDA Title:	Energy Efficiency and Conservation Block Grant Program (EECBG)
Award #:	DE-EE0000824
Federal Awarding Agency:	Department of Energy

ARTICLE XII. FEDERALLY FUNDED GENERAL GRANT PROVISIONS

- A. Lobbying Restrictions. The LOCAL GOVERNMENT ENTITY acknowledges that receipt of Grant Funds under the Agreement may require compliance with Section 319 of Public Law 101-121 (31 U.S.C.A. 1352) regarding the certification and disclosure of lobbying activities with the Federal Government and agrees to comply with those provisions, and all federal rules promulgated by the United States Department of Health and Human Services, the funding source for implementation of programs operated under this Agreement; and will require that this assurance of compliance is part of any sub-agreements executed hereunder.

By executing this Agreement on behalf of the LOCAL GOVERNMENT ENTITY, the Authorized Signatory hereby certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the LOCAL GOVERNMENT ENTITY, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the LOCAL GOVERNMENT ENTITY shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- (3) The LOCAL GOVERNMENT ENTITY shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Sub-Subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made and entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who failed to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- B. Debarment. The LOCAL GOVERNMENT ENTITY certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any Federal department or agency.
- C. Environmental Tobacco Smoke. Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Tobacco Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee. This language must be included in all sub-awards containing provisions for children's services.

ARTICLE XIII. APPLICABLE STATUTES

LOCAL GOVERNMENT ENTITY agrees to abide by all applicable Federal, State and local laws, rules and regulations governing their performance including, but not limited to, all provisions contained in Section 5.9 of the Master Grant, the Buy American Act, Davis Bacon Act, National Historic Preservation Act and the National Environmental Policy Act. MMC shall not be responsible for monitoring LOCAL GOVERNMENT ENTITY'S compliance.

ARTICLE XIV. COMPLIANCE

The LOCAL GOVERNMENT ENTITY certifies that it is in compliance with the provisions of OMB Circular A-110. Should the LOCAL GOVERNMENT ENTITY be deemed not to be in compliance with these provisions by independent audit and not eligible for the receipt of federal funds, the LOCAL GOVERNMENT ENTITY will immediately notify MMC in writing regarding its non-eligibility for federal funds. LOCAL GOVERNMENT ENTITY further agrees that their OMB Circular A-110 Compliance Reports will be furnished annually until this Sub-Subcontract terminates.

ARTICLE XV. RECORDS RETENTION

The LOCAL GOVERNMENT ENTITY agrees that DCEO, the Office of the Inspector General of Illinois, the Auditor General of Illinois and any of their duly authorized representatives have full access and right to examine and LOCAL GOVERNMENT ENTITY shall maintain any pertinent books, documents, papers and records, including digital and electronic data, of LOCAL GOVERNMENT ENTITY related to this Agreement for a period of four (4) years following DCEO's final approval of any closeout of the Master Grant. LOCAL GOVERNMENT ENTITY further agrees to fully cooperate with any audit performed by the Auditor General of Illinois or DCEO and shall provide full access to all relevant records and materials upon request in accordance with Section 3.7 of the Master Grant.

ARTICLE XVI. SEVERABILITY CLAUSE

If any phrase, clause or provisions of this Agreement is declared invalid or unenforceable by a court or arbitrator of competent jurisdiction, such phrase, clause or provisions shall be deemed severed from this Agreement, and all other provisions of this Agreement shall remain in full force and effect. If any restriction or limitation in this Agreement is deemed to be unreasonable, onerous and unduly restrictive by a court or arbitrator of competent jurisdiction, it shall not be stricken in its entirety and held totally void and unenforceable, but shall remain effective to the maximum extent permissible.

ARTICLE XVII. ENTIRE AGREEMENT

This Sub-Subcontract, including all exhibits attached hereto, constitutes the entire agreement between MMC and the LOCAL GOVERNMENT ENTITY with respect to the subject matter hereof. No waiver, modification or amendment of any of the terms or conditions hereof shall be effective unless set forth in writing and duly signed by MMC and the LOCAL GOVERNMENT ENTITY.

IN WITNESS THEREOF, the parties have executed this agreement by their duly authorized officers on the date first herein set out.

[SIGNATURES ON NEXT PAGE]

THE METROPOLITAN MAYORS CAUCUS ("MMC")

By: David E. Bennett
Its Executive Director

12-11-2011
Date

("LOCAL GOVERNMENT ENTITY")

By: _____
Its: _____

Date

EXHIBIT A

Project Description

The Village recently received funding for a Level II energy audit of its water supply facilities. The goal of the audit was to identify and quantify potential operational and capital improvements that will result in reduced energy usage and resource conservation. The final report was used to assess opportunities for energy saving through operational modifications, and guide planning and capital improvements to systematically reduce the energy usage by the Village in water operations.

The Village currently purchases water from the City of Chicago which is received at a reservoir with a pumping station that pumps the water to the datum of the eastern pressure zone. Flows for the western pressure zone are conveyed across the east zone to ground reservoirs at the King Street pumping station. The King Street station then pumps at an average daily rate of 1.2 MGD to the west zone.

Based on results from the audit, the Village will implement the following program:

- Modify the existing King Street Pumping Station motor control center to add a new Variable Frequency Drive (VFD) in place of a standard 150 horsepower motor starter for an existing 150 horsepower pump.
- Modify the existing supervisory control system to allow operation of the new VFD.
- Add a small air conditioning system to the motor control center room to supplement the existing system due to the addition of the VFD.
- Replace one existing 150 horsepower motor with a VFD rated motor.

EXHIBIT B

Budget for Project

	Total Costs	Applicant Investment	Contributions from Other Sources, e.g. EEP, RERP	EECBG Funding Requested
A. Purchase of Services	\$52,570	\$30,070	\$0	\$22,500
B. Equipment/Materials:	\$85,000	\$0	\$13,500	\$71,500
Total:	\$137,570	\$30,070	\$13,500	\$94,000
Percent of Total:	100 %	22 %	10%	68 %

Purchase of Services: List all applicable costs for design, consultation, installation and retrofit-related work.

	Total Costs*	EECBG Funding Requested
1. Design Engineering and Construction Services	\$ 35,570	\$ 5,500
2. General Contractor	\$ 17,000	\$ 17,000
3.	\$	\$
4.	\$	\$
5.	\$	\$
6.	\$	\$
Subtotal	\$ 52,570	\$ 22,500

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 1112-G-49
(SALARY SCHEDULES)**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS AMENDING ORDINANCE NUMBER 1112-G-49 (SALARY SCHEDULES)

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, on September 19, 2011, the Village President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) approved Ordinance Number 1112-G-49 entitled “*An Ordinance of the Village of Franklin Park, Cook County, Illinois, Establishing Salary Schedules and Other Compensation*” (the “*Salary Schedule Ordinance*”), as from time to time supplemental and amended; and

WHEREAS, the Corporate Authorities find it necessary to amend the Salary Schedule Ordinance in order to accurately reflect salary schedule adjustments and the reassignment of duties amongst personnel.

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

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

Section 2. Section 2 of the Salary Schedule Ordinance subsection entitled “*Administrative (40 hours per week – unless otherwise indicated)*” is hereby amended by adding a new position to read, as follows:

“Planner \$35,000.00”*

Section 3. The remaining provisions and terms as contained in the Salary Schedule Ordinance are not altered, amended or otherwise modified by this Ordinance and remain in full force and effect.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING AN EMERGENCY SERVICE DISPATCH
AGREEMENT BY AND BETWEEN NORCOMM PUBLIC SAFETY
COMMUNICATIONS, INCORPORATED AND THE VILLAGE OF
FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G-__

AN ORDINANCE APPROVING AN EMERGENCY SERVICE DISPATCH AGREEMENT BY AND BETWEEN NORCOMM PUBLIC SAFETY COMMUNICATIONS, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

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

Section 2. The Emergency Service Dispatch Services Agreement by and between Norcomm Public Safety Communications, Incorporated, an Illinois corporation and the Village of Franklin Park, Cook County, Illinois, (the "*Agreement*"), a copy of which is attached hereto and made a part hereof, as Exhibit A, is hereby approved substantially in the form presented to this Village Board, with such necessary substantive changes and revisions as determined by the Chief of Police or IT Director and as subsequently authorized by the Village President, with such changes and revisions therein determined being approved by execution and delivery of the Agreement by the Village President.

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

Section 4. The officials and officers of the Village are hereby authorized to undertake actions on the part of the Village as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

Section 5. The Village Comptroller is hereby authorized and directed to expend such necessary funds and undertake such financial action on the part of the Village as contained in the Agreement to complete satisfaction of any provision, term or condition stated therein.

Section 6. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity thereof shall not affect any other provision of this Ordinance.

Section 7. All ordinances, resolutions, motions or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 8. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that police services are maintained and the health, safety and welfare of the residents of the Village is duly protected.

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A

Emergency Service Dispatch Agreement

Norcomm

**EMERGENCY SERVICE DISPATCH SERVICES AGREEMENT
FOR THE
VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

THIS AGREEMENT is made and entered into by and between the Village of Franklin Park, Cook County, Illinois (the "*Village*"), an Illinois municipal corporation, and Norcomm Public Safety Communications, Inc. (the "*Norcomm*"), an Illinois corporation (the "*Agreement*").

WHEREAS, Norcomm is in the business of furnishing personnel and equipment for police, fire and emergency medical dispatch services (the "*9-1-1 Dispatch Services*"); and

WHEREAS, the Village of Franklin Park operates a 9-1-1 Dispatch Service organized and operating in Cook County, Illinois; and

WHEREAS, the residents of the Village of Franklin Park are provided emergency services by the Village of Franklin Park police, fire and public safety departments; and

WHEREAS, the Village of Franklin Park wishes to obtain necessary equipment and Norcomm's services for 9-1-1 Dispatch Services, and Norcomm wishes to provide such equipment and services to the Village.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises hereinafter set forth, the sufficiency of which are hereby acknowledged, the parties hereto have agreed and do hereby agrees as follows:

ARTICLE 1: Incorporation of Preliminary Statements.

The parties hereto agree that all of the Preliminary Statements to this Agreement are true and correct and are hereby incorporated as a substantive part of this Agreement as though they were fully set forth in this Article and shall be binding in all respects on the parties hereto.

ARTICLE 2: Effective Date; Term.

The term of this Agreement shall be for a three year term (the "*Initial Term*") commencing on or about March 15, 2012 or on such date as service actually commences, and ending on March 14, 2014.

This Agreement may be renewed between the parties for additional years at a price to be agreed upon between the parties one-hundred and eighty (180) days before the expiration of Year 3. If, however, the parties are unable to agree upon additional years of services, Norcomm covenants and agrees to continue to provide the Village with 9-1-1 Dispatch Services for up to one year, or until such time as a replacement provider is under contract, if sooner, with the Village for 9-1-1 Dispatch Services on the same terms and conditions herein contained but at a price 3% above the Cost of Services for Year 3 as described in Section 3 of this Agreement.

ARTICLE 3: Consideration.

3.1 Cost of Services

The following prices are subject to the conditions precedent that:

A. Norcomm enters into a written contract with Computer Information Systems, Inc. (CIS) for the use of its computer-aided dispatch (CAD) system; AND

B. The Village and CIS arrange for and consent to Norcomm's use of four (4) CIS CAD system licenses currently owned by the Village at no additional charge to Norcomm; OR

C. Norcomm continues to use the Interact CAD system, which does not interface with the Village's CIS CAD system.

1. The Village will pay Norcomm a non-refundable one-time buy in fee of \$90,000, payable in two installments within the first year of this Agreement.
2. The Village will compensate Norcomm for Year 1 in the amount of \$468,163.00. The first eleven monthly payments of \$39,013.00 and the twelfth payment of \$39,020.00 are due on the 10th of each month of Year 1.
3. The Village will compensate Norcomm for Year 2 in the amount of \$487,670.00. The first eleven monthly payments of \$40,639.00 and the twelfth payment of \$40,641.00 are due on the 10th of each month of Year 2.
4. The Village will compensate Norcomm for Year 3 in the amount of \$507,176.00. The first eleven monthly payments of \$42,264.00 and the twelfth payment of \$42,272.00 are due on the 10th of each month of Year 3.

In the event that the conditions precedent set forth above are not met, and the Village chooses to have Norcomm use the Interact CAD system and the CIS system, the above pricing is not available and the parties agree to re-negotiate in good faith an increased price that reflects the increased labor and other costs to Norcomm.

3.2. Cost of Equipment:

- A. The Village shall pay any start-up costs for service, equipment and expansion components necessary to provide the Village with Dispatch Services from the Norcomm 9-1-1 Center. Start-up costs include but are not limited to any necessary migration studies, circuit transfers and/or new circuits, expansion modules to the Center's 9-1-1 phone system, Motorola MCC5500 Radio Console System, expansion modules to the Nice/Dictaphone Phone and Radio Recording System and any other radio components necessary to connect to Village's Radio system.

Notwithstanding the Village's obligations detailed in this Section 3.2, the Village and Norcomm agree that Norcomm will contribute \$10,000.00 total toward the purchase of expansion modules for the 9-1-1 Phone System and the Nice/Dictaphone radio and telephone recording system made necessary by the Village's move to the Norcomm 9-1-1 Center. Any balance owed for such expansion modules after Norcomm's contribution of up to \$10,000.00 shall be the responsibility of the Village.

- B. The Village will pay for all infrastructure needed to connect the Village's Fire Stations and Police Station to the Norcomm 9-1-1 Center. Said equipment shall include, but is not limited to: point to point microwave systems, dedicated landline T-1 circuits, multiplexers, switches, routers, and any other dedicated telephone company circuits. Further, the Village shall be responsible for maintaining said infrastructure and equipment throughout the duration of this agreement and for paying for any reoccurring costs associated with the maintenance of the infrastructure or reoccurring costs for telephone circuits.
- C. The Village will pay for expansion components needed at the Norcomm 9-1-1 Center. The expansion components will allow the Village's telephone circuits and radio frequencies to be added to Norcomm's equipment. Expansion components shall included, but are not limited to: Electronic Data Cards to be added to Norcomm's CML ESC 1000 E9-1-1 Telephone system, Electronic Data Cards to be added to Norcomm's Motorola MCC5500 Radio Console, any expansion modules needed for the expansion of Norcomm NICE audio recorder, any voters, radio transmitters, or repeaters. Further, the Village shall be responsible for maintaining equipment throughout the duration of this agreement and for paying for any reoccurring costs associated with the maintenance of the equipment.
- D. In the event that there is any increase in the cost of equipment related to this Agreement for the period after Year 1 of this Agreement, the Village shall pay their fair share of the actual cost of such increase in addition to the fees quoted in Section 3.1.

Equipment is defined as follows: any equipment that the Village demands be added to the 911 Center; any hardware or software upgrades to the existing CML 911 Telephone System, MCC5500 Radio System, InterAct CAD system, or Uninterrupted Power Supply Systems; any upgrades or replacements to computer servers used to operate the aforementioned systems; any new hardware or software needing to be purchased or replaced due to "end of life notices" issued by manufacturers of the aforementioned systems.

The Village will provide Norcomm with an updated copy of the Village's MSAG (Master Street Address Guide) database on an annual basis or more often if necessary. This information is necessary to help maximize the accuracy of Norcomm's Computer Aided Dispatch software.

- E. Although it is Norcomm's intent to enter into an agreement with Computer Information Systems, INC (CIS) so that Norcomm can operate and be licensed to use CIS's Computer Aided Dispatch System. Norcomm will not enter into an agreement with CIS until Village and Norcomm execute this agreement and certain other conditions precedents are met.

Village acknowledges that Norcomm will utilize its current InterAct Computer Aided Dispatch System to dispatch the Village's Police and Fire Department until and unless the CIS system is ready to be launched and used in a "go live" environment which is subject to timetables and timelines established by and between Norcomm and CIS.

Village acknowledges that unless and until Norcomm goes live with the CIS CAD system, the Village's Police and Fire Department's Mobile Data Terminals will not be able to communicate with Norcomm's CAD system. All dispatch information for the Police and Fire Department will be dispatched to the Village's Police and Fire Department via radio frequency or Fire Station In-House alerting system until Norcomm goes live with the CIS system.

ARTICLE 4: Village's Duties

- 4.1. The Village will comply with and file any reports required by 83 IL. ADC. 725.220 (c) and/or by 50 ILCS 750/14 and 50 ILCS 750/15 of the Emergency Telephone Systems Act.
- 4.2. The Village will furnish Norcomm with all business files and emergency contact information for each business located within their jurisdiction and provided updated files and emergency contact information to Norcomm on at least a monthly basis.
- 4.3. The Village will provide Norcomm with response plans for the Police Department and Fire Department that are compatible with Norcomm's then existing Computer Aided Dispatch system. Said response plans will utilize Norcomm's nature codes or incident codes and explain in great detail the unit number(s) that are due to respond to the call based on the following conditions: the nature of the call or incident and the location of the incident. The response plans will also include four levels of back up unit assignments in case the primary unit(s) is/are unavailable to respond and will also include the same for mutual aid responses which must include the agency name(s) and unit number(s), and automatic responses which must include the agency name(s) and unit number(s). Said response plans shall be

submitted to Norcomm at least ninety (90) days prior to the effective date of this agreement.

Any modifications to response plans must be submitted to Norcomm at least ninety (90) days prior to the desired implementation date of said response plan changes.

- 4.4. The Village will continue to maintain and pay for any circuits that are currently used for dispatch purposes, and for transferring of circuits or acquisition of new circuits needed to accommodate the move to the Norcomm 911 Center.
- 4.5. The Village will be responsible for all necessary fees for the development of an API (Application Protocol Interface) in the event it is needed to interface Norcomm's CAD system (InterAct) to the Police and Fire Department's Records Management System and Mobile Data Terminal System. The API requires that the Police and Fire Departments' current software vendors work with Norcomm's CAD vendor, InterAct Public Safety Systems. The API is contingent upon Norcomm's CAD vendor, InterAct Public Safety, Inc and the Village's CAD vendor CIS, Inc. working together and sharing proprietary information to make the API function.
- 4.6. The Village, at its own expense, will provide Norcomm with four (4) Computer Information Systems (CIS) Computer Aided Dispatch Licenses throughout the term of this agreement. A condition precedent of this Agreement is the consent of CIS to this provision.
- 4.7. The Village, at its own expense, will provide Norcomm with whatever equipment it deems necessary to in order for Norcomm to monitor the Village's Municipal Camera system.
- 4.8. The Village will permit Norcomm the use of its back-up 9-1-1 Center throughout the duration of this agreement. The back-up 9-1-1 Center will be located in the lower level of Village's Fire Station #2. In the event Norcomm's 9-1-1 Center becomes inoperable, Norcomm has the option to use the Village's back-up 9-1-1 Center to serve some or all of Norcomm's clients at no additional cost to Norcomm.

ARTICLE 5: Norcomm's Duties.

Norcomm shall provide telecommunicators and supervision to adequately provide 9-1-1 Dispatch Services for the Village. Norcomm shall provide an assigned director and telecommunicators to provide 24-hour, 7-day, 365-day per year coverage. All telecommunicators provided by Norcomm shall be LEADS certified in accordance with 20 IL Adm Code Sec 1240 *et seq.*, and Norcomm shall at all times provide a minimum of two Emergency Medical Dispatchers who are certified pursuant to 210 ILCS 50/3.70.

- 5.1 Norcomm shall answer all calls for service for the Village that are directed to Norcomm via the following telephone circuits: 9-1-1 ESN Telephone Circuits and 708-678-2444, or such other designated number. Additionally, Norcomm shall answer dedicated "Ring Down" Circuits that are routed from the Franklin Park Police Department and Franklin Park Fire Department to Norcomm.
- 5.2 Norcomm shall provide service through radio equipment capable of transmitting on the following frequencies currently being used by the Village: Net 16 (471.2375 receive, 474.2375 transmit), Old Band VHF (155.49 transmit and receive), Division XX Local (154.37 Transmit and Receive), IFERN (154.265 Transmit and Receive), and ISPERN (155.475 Receive Only).
- 5.3 Norcomm shall provide a "TTY" or "TDD" capable machine for the hearing impaired at the Dispatch Center for the receipt of request for service received by this type of device. The device supplied by Norcomm will meet or exceed specification mandated by the Americans with Disabilities Act.
- 5.4 Norcomm shall record via an audio recording device all telephone and radio frequencies 24 hours of every day during the term of this Agreement. These recordings shall be generated in accordance with Illinois law and shall be kept by Norcomm for a minimum of 30 days after the call is received. Norcomm will not dispose of, destroy or record over, any record requesting the Village's service unless at least 30 days have passed since Norcomm received the call. All records shall be accessible to the Village at all times upon request from the Village designee.
- 5.5 Norcomm shall establish a "Board of Advisors" (the "*Board*") to assist in the coordination of the overall function of the Dispatch Center and Norcomm's provision of communication services. The Board shall not have any voting rights within Norcomm but shall serve in an advisory capacity on issues which concern communications, and dispatching. Norcomm will adhere to all of the operational practices and procedures required by the Board. The Board shall consist of police and fire chiefs whose departments utilize Norcomm for primary dispatch. "Primary Dispatch" shall mean the receiving, prioritization, alerting and record keeping of all requests for services by that department. Norcomm shall provide a representative who shall act as a liaison between the Village and Norcomm.
- 5.6 Norcomm shall direct, guide and control the activities of staff in accordance with procedures established by agreement of the parties, as outlined in Exhibit A. Standard Operating Guidelines (SOG) and General Orders (GO) are subject to revision. New SOG's or GO's or any revisions to existing SOG's or GO's will be reviewed at the bi-monthly Police and Fire Administration Meeting which are held at the Norcomm 911 Center.
- 5.7 Norcomm shall make reasonable efforts to monitor Village's municipal cameras, but Norcomm does not guarantee that all cameras will be monitored at all times.

Reasons for inability to monitor such cameras include, but are not limited to, telecommunicators' other responsibilities, including but not limited to answering and dispatching calls for emergency services.

- 5.8 Norcomm will provide reasonable technical assistance for the installation of back-up equipment into the Village's back-up 9-1-1 Center, located in the basement of Village's Fire Station #2.
- 5.9 Norcomm is willing to allow the Village's Firehouse software to be interfaced to Norcomm's CAD system provided that CIS and Firehouse are willing to provide the interface and that said interface will be included in the agreement between Norcomm and CIS that is a condition precedent to this agreement.

ARTICLE 6: Personnel as Employees of Norcomm.

Each person employed by Norcomm and operating at the Village, or on behalf of the Village, shall be employees of Norcomm only and not the Village. Norcomm shall be responsible for payment of all wages, FICA withholding, income tax withholding, unemployment insurance, workers' compensation insurance, comprehensive general liability coverage, professional liability, malpractice insurance coverage, training costs, and all other requirements of local, state or federal law for all personnel provided by Norcomm pursuant to the terms of this Agreement.

ARTICLE 7: Non-Solicitation Agreement.

The Village agrees not to solicit for the purpose of hiring any of Norcomm's personnel placed with the Village to perform like services for the Village for the duration of this Agreement or for one (1) year after the expiration of the Initial Term of this Agreement, unless this Agreement is terminated by Norcomm or unless mutually agreed by Norcomm and the Village in writing.

ARTICLE 8: No Liability of the Village for Norcomm's Expenses.

The Village shall have no obligations to make any payment to Norcomm, except as herein contemplated, or any other person or entity, nor shall the Village be obligated to pay any Norcomm, subcontractor, mechanic or materialman providing services or materials to Norcomm pertaining to this Agreement or work herein contemplated.

ARTICLE 9: No Joint Venture, Agency or Partnership.

Nothing contained herein shall be deemed or construed by the parties hereto, nor by any third party or employee of Norcomm, as creating the relationship of employee and employer, principal and agent or partnership or fiduciaries or of a joint venture between the parties hereto, it being understood and agreed that not any other provision, condition, obligation or benefit

contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto or between the Village and Norcomm or Norcomm's personnel.

ARTICLE 10: No Third Party Beneficiaries.

Every article, section, subsection, term, provision, condition, obligation or benefit of this Agreement contained herein or the application or interpretation thereof shall be intended solely for the parties hereto and no third party is an intended or implied beneficiary of this Agreement nor is entitled to enforce any provisions hereof.

ARTICLE 11: Compliance with Regulations.

The Village and Norcomm shall adhere to all county, state and federal rules, regulations, codes, ordinances, and charters as they may apply to the services herein contemplated. The Village shall not require Norcomm's personnel to perform any act which is contrary to the aforesaid, nor shall Norcomm require the Village to perform any act contrary to the aforesaid.

ARTICLE 12: Insurance.

Norcomm shall provide at its sole expense and responsibility:

- a. **Workers' Compensation and Unemployment Insurance.** Norcomm shall purchase, maintain and provide the Village evidence that it has secured worker's compensation and unemployment insurance for its personnel in amounts required by Illinois law. Norcomm shall name the Village as an additional insured, with thirty (30) days notification prior to cancellation, and shall provide such insurance certification to the Village.
- b. **Errors and Omissions/Professional Liability Insurance.** Norcomm shall purchase, maintain and provide the Village evidence that it has secured, for itself and its personnel, comprehensive professional liability insurance with a minimum per occurrence limit of \$1,000,000 (one million dollars), and additional aggregate coverage of at least \$5,000,000 (five million dollars). Norcomm shall name the Village as an additional insured, with thirty (30) days notification prior to cancellation, and shall provide such insurance certification to the Village.
- c. **Comprehensive General Liability (CGL) Insurance.** Norcomm shall purchase, maintain and provide the Village evidence that it has secured, comprehensive general liability insurance with a minimum of \$1,000,000 (one million dollars) per occurrence, with an "umbrella" or excess insurance coverage on a following form basis to the underlying coverage of a minimum of \$5,000,000. Norcomm may purchase a single excess policy for both CGL and professional liability coverage. Norcomm shall name the Village as an additional insured, with thirty (30) days notification prior to cancellation, and shall provide such insurance certification to the Village.

Each party covenants and agrees that it shall, as soon as practicable, give to the other written notice of any claim against it that is related to the services to be performed under this Agreement. In addition, if either party is aware of any act or omission in the course of performing its duties under this Agreement that might reasonably be expected to be the basis of a claim or suit against Norcomm or the Village, that party shall give written notice to the Village as soon as practicable.

Norcomm covenants and agrees to maintain the insurance coverage herein contemplated; however, failure by Norcomm, at any point in time, to maintain said insurance coverage will not relieve Norcomm of any and all indemnifications, representations, warranties and covenants herein contained. Norcomm expressly understands and agrees that any insurance protection furnished by Norcomm hereunder shall in no way limit its responsibility to indemnify and hold harmless the Village pursuant to the terms of this Agreement.

ARTICLE 13: Norcomm's Representations and Warranties; Indemnifications; Remedy.

The indemnifications, representations, warranties and covenants contained herein shall survive the termination or expiration of this Agreement and it is hereby understood and agreed between the parties to be enforceable between the parties hereto, their grantees, nominees, successors in interest, assignees, heirs or executors.

Section 13.1: Representations and Warranties.

- a. Norcomm represents and warrants that it is a duly organized, validly existing and in good standing under the laws of the State of Illinois and that it has the right, power and authority to enter into, execute, deliver and perform this Agreement and the execution, delivery and performance by Norcomm of this Agreement has been duly authorized by all necessary corporate action, and does not and will not violate its Articles of Incorporation, By-Laws or any applicable provision of law, or constitute a breach of default under or require any consent under any agreement, instrument or document to which Norcomm is now a party or by which Norcomm is now or may become bound.
- b. Norcomm covenants and agrees that it is now and for the term of this Agreement shall remain solvent and able to pay its debts and obligations as they mature. Norcomm further covenants and agrees to notify the Village within two (2) business days of the commencement of any proceeding in bankruptcy by or against Norcomm or for its liquidation or reorganization, or such action alleging that it is insolvent or unable to pay its debts as they mature, or for the readjustment or arrangement of Norcomm's debts, whether under the United States Bankruptcy Code or under any other state or federal law, now or hereafter existing for the relief of debtors, or the commencement of any analogous statutory or non-statutory proceedings involving Norcomm; and that such commencement of proceeding shall constitute an event of default by Norcomm, unless such proceedings are not dismissed within sixty (60) days after the commencement of such proceedings. The entry of any judgment or order against Norcomm in an

amount in excess of One Hundred Thousand Dollars and no cents (\$100,000.00), which remains unsatisfied or undischarged and in effect for ninety (90) days after such entry without a stay of enforcement or execution shall also be considered an event of default by Norcomm.

- c. Norcomm covenants and agrees to the Village that no action or proceedings by or before any court, governmental body, commission, board or any other administrative agency is pending, threatened or affecting Norcomm which would impair its ability to perform under this Agreement.
- d. Norcomm covenants and agrees to immediately notify the Village of any and all events or actions which may materially affect Norcomm's ability to carry on its business operations or perform its obligations under this Agreement.
- e. Norcomm covenants and agrees to the Village that Norcomm has obtained and shall maintain during the term of this Agreement, all governmental permits, certificates and consents necessary to conduct its business.
- f. Norcomm covenants and agrees that at all times during the term of this Agreement, to strictly adhere to all ordinances, resolutions, rules and regulations of the Village, as well as all laws, rules and regulations of the County of Cook, State of Illinois, the United States of America and all agencies of each of them having jurisdiction over Norcomm in connection with this Agreement or its duties herein described.
- g. Norcomm, in the delivery of communication services, and in the use and occupancy of its assets and properties wherever located, and in the provision of any services by it, is, and has been, in compliance with all applicable federal, state, local or other governmental laws or ordinances, foreign or domestic (including, but not limited to Federal Communications Regulations, and all laws affecting Civil Rights including the Illinois Human Rights Act requirement regarding sexual harassment policies and the Americans with Disabilities Act) and any order, rule or regulation of any federal, state, local or other governmental agency or body, foreign, or domestic.
- h. All necessary corporate, regulatory, or other similar action has been taken to authorize and empower Norcomm to execute, deliver and perform this Agreement.

Section 13.2: Indemnification.

Norcomm hereby covenants and agrees to indemnify, defend and hold harmless the Village, its officials, officers, employees, agents, attorneys and representatives, in both their official and individual capacities, from and against any and all claims, causes of action and suits of every kind and nature, including liabilities, damages, costs and expenses brought by third parties arising from any and all conduct of Norcomm, its officials, officers, employees,

personnel, agents, attorneys and representatives in connection with this Agreement, or any of its components, or for that which may arise or in connection with any term or condition contained or required of Norcomm within this Agreement, unless such action is a result of willful misconduct of the Village, its officials, officers, employees, agents, attorneys and representatives. Norcomm shall, at its own cost and expense, appear, defend and pay all costs and other expenses arising there from or incurred in connection therewith.

Norcomm hereby covenants and agrees to defend, indemnify and hold the Village, its officials, officers, employees, agents, attorneys and representatives, harmless from and against all claims, actions, loss, cost, damage and expense resulting from an intentional misrepresentation, failure to cure or a willful breach by Norcomm of Norcomm's representations, warranties and covenants in this Agreement, unless such action is a result of willful misconduct of the Village, its officials, officers, employees, agents, attorneys and representatives. Norcomm shall, at its own cost and expense, appear, defend and pay all costs and other expenses arising there from or incurred in connection therewith.

If any judgment shall be rendered against the Village, its officials, officers, employees, agents, attorneys and representatives, in any action in which Norcomm has the duty to indemnify the Village according to this Section, Norcomm shall, at its own expense, satisfy and discharge the judgment and any and all fees and cost of any kind. To the extent permissible by law, Norcomm waives any limits to the amount of its obligations to indemnify, defend or contribute to any sums due under any indemnification claim, including any claim by any employee of Norcomm that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.*, or any other related law or judicial decision.

Notwithstanding any other representations made in this Section, the Village and Norcomm agree that Norcomm shall not be required to indemnify the Village in any claim, action, loss, cost, damage or expense resulting from or alleged to result from the failure by the Village to meet any of the obligations set forth in Article 4 of this Agreement.

Section 13.3: Remedy.

Norcomm hereby covenants and agrees that no recourse or remedy under or upon any obligation or agreement contained herein or for any claim in law or equity shall be had personally or individually against the Village officials, officers, employees, agents, attorneys and representatives in any amount and no liability, right or claim at law or in equity shall attach to or shall be incurred by them in any amount and any and all such rights or claims are hereby expressly waived and released as a condition of and as consideration for the execution of this Agreement by the Village. The sole remedies of Norcomm for any breach of this Agreement are specific performance, mandamus and quo warranto. Without limiting the generality of the foregoing, Norcomm hereby covenants and agrees that in the event any legal proceedings against the Village are instituted in no event shall any judgment for monetary damages or award be entered individually against the Village officials, officers, employees, agents, attorneys and representatives and, if Norcomm secures a judgment in its favor, the court having jurisdiction thereof shall determine that none of the expenses of such legal proceedings incurred by

Norcomm, including, but not limited to, court cost, attorney's fees and witness' fees shall be paid by the Village.

ARTICLE 14: Notices.

All notices provided for or permitted herein shall be in writing and shall be sent by United States certified mail, postage prepaid, return receipt requested, directed to the parties at the following addresses or to such address as any party shall designate by notice delivered or sent in the above manner.

If written notice is sent, as herein described, it shall be deemed to have been received by the addressee three (3) business days after the post marked date which it bears.

If to Norcomm: Michael G. Tillman, Executive Director
Norcomm Public Safety Communications, Inc.
395 West Lake Street
Elmhurst, Illinois 60126

If to Village of Franklin Park: Village President
Village of Franklin Park
9500 West Belmont Ave
Franklin Park, Illinois 60131

with copy to: Office of the Village Clerk
Village of Franklin Park
9500 West Belmont Ave
Franklin Park, Illinois 60131
Attn: Village Clerk

ARTICLE 15: Cancellation.

14.1 Either Party may cancel this Agreement at any time by providing a 180-day written notice in accordance with Article 13.

14.2 Either party may also terminate this Agreement by providing written notice in accordance with Article 13, if the other party remains in default, as set forth in Article 15.

In the event this Agreement is terminated under any provision of this Article, Norcomm covenants and agrees to continue to provide the Village with 9-1-1 Dispatch Services as set forth in this Agreement until a replacement service provider is located and under contract with the Village for 9-1-1 Dispatch Services for up to one year, or until such time as a replacement provider is under contract, if sooner, with the Village for 9-1-1 Dispatch Services on the same terms and conditions herein contained.

ARTICLE 16: Default.

Failure on the part of either party to comply with any term, representation, warranty, covenant, agreement or condition of this Agreement within ten (10) business days after written notice thereof in accordance with Article 13, shall constitute an event of default, as follows:

Norcomm, as the defaulting party, must commence to cure the event of default within said ten (10) business days after receipt of notice from the Village, as the non-defaulting party, and continue without interruption to cure such event of default or, the Village, as the non-defaulting party, shall be relieved of any and all of its remaining obligations arising pursuant to this Agreement. In such event, the Village, as the non-defaulting party, may take whatever action at law or in equity as may appear necessary or desirable to enforce the performance and observance of any obligation, covenant or agreement of Norcomm, as the defaulting party. Any failure or delay by the Village in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach. Further, upon an occurrence of an event of default by Norcomm, as the defaulting party, Norcomm agrees to reimburse the Village for all costs or damages incurred in seeking to enforce such obligation, covenant or agreement incurred by the Village.

Norcomm, as the non-defaulting party, shall only have those rights as described in its remedy section of this Agreement, against the Village, as the defaulting party. Any failure or delay by Norcomm in asserting any of its rights or remedies as to any default or alleged default or breach shall not operate as a waiver of any such default or breach of any rights or remedies it may have as a result of such default or breach.

ARTICLE 17: Amendments and Modifications.

No amendments, changes, modifications, alterations, or waivers of any provision of this Agreement shall be valid unless made in writing and effective when approved by the authorized representatives of the parties hereto.

ARTICLE 18: No Other Agreement or Representations.

This Agreement incorporates all agreements and understandings of the parties hereto as of the Effective Date of this Agreement and each party acknowledges that no representation or warranties have been made which have not been set forth herein and that no other agreements or representations other than those contained in this Agreement have been made by the parties.

Each party further agrees that no statement, representation promise or provision it requested has been excluded in this Agreement and; if so omitted, that each party hereby relinquishes the benefit of any such omitted statement, representation, promise or provision and is willing to perform this Agreement in its entirety without claiming reliance thereon or making any other claim on account of such omission.

This Agreement shall be deemed and construed to be the joint and collective work product between the parties and, as such, this Agreement shall not be construed against one party, as the otherwise purported drafter of same, by any court of competent jurisdiction or order resolving any inconsistency, any ambiguity, vagueness or conflict in the terms or provisions, if any, contained herein.

ARTICLE 19: Governing Law.

This Agreement shall be governed by the laws of the State of Illinois in all respects as to interpretation and performance without regard to its conflicts of law principles. Any and all legal proceedings of any kind arising in connection with this Agreement shall be in the Circuit Court of Cook County, Illinois. Norcomm expressly agrees to submit to the jurisdiction of the Circuit Court of Cook County, Illinois for all purposes and intents.

ARTICLE 20: Waiver of Trial by Jury.

The parties hereto shall and hereby do waive by jury in any action, proceeding or counterclaim brought by either party hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy, emergency or otherwise.

ARTICLE 21: Village Authority.

The Village represents that this Agreement is executed pursuant to ordinance duly adopted by its Corporate Authorities.

ARTICLE 22: Equal Employment Opportunity.

Norcomm for itself and its successors and assigns agrees that Norcomm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Norcomm shall take affirmative action to ensure that its personnel are treated during employment with Norcomm, without regard to their race, creed, color, religion, sex or national origin.

ARTICLE 23: Successors and Assignees.

This Agreement may not be assigned or transferred under any circumstances without the written approval of the Village, in its absolute and sole discretion, but shall be binding on the parties, their grantees, nominees, successors in interest, assignees, heirs or executors.

ARTICLE 24: Survival of Covenants and Agreements.

The parties hereby expressly understand and agree that none of the indemnifications, representations, warranties and covenants contained herein shall terminate at the expiration or termination of this Agreement but shall survive such and shall be binding upon and incur to the benefit of the parties hereto, their grantees, nominees, successors in interest, assignees, heirs or

executors. Norcomm shall be required to inform any and all prospective and future successors, nominees and assigns of the obligations contained in this Agreement.

ARTICLE 25: Severability.

If any article, section, subsection, term or provision of this Agreement or the application thereof shall be held invalid or unenforceable, the remainder of said article, section, subsection, term or provision of this Agreement will not be affected thereby to the extent the remainder can be given effect without the invalid provision.

ARTICLE 26: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(Intentionally Left Blank)

IN WITNESS WHEREOF: the parties hereto have executed this Agreement on the dates listed adjacent to the confirmatory signatures following:

THE VILLAGE OF FRANKLIN PARK

By: _____
Barrett Pedersen, Village President

Date: _____

Attest: _____
Tommy Thomson, Village Clerk

NORCOMM PUBLIC SAFETY COMMUNICATIONS, INC.

By: _____
Michael Tillman, Executive Director

Date: _____

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS, ESTABLISHING COMPENSATION SCHEDULES
FOR VILLAGE BOARD AND COMMISSION MEMBERS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, ESTABLISHING COMPENSATION SCHEDULES FOR VILLAGE BOARD AND COMMISSION MEMBERS

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

WHEREAS, the Village President and Board of Trustees of the Village of Franklin Park (the "*Corporate Authorities*") have previously established compensation schedules for Village board and commission members; and

WHEREAS, the Corporate Authorities find it necessary to establish new compensation schedules for board and commission members to address the division or reassignment of the duties of said members.

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 compensation schedule for Village board and commission members is hereby established and approved, as follows:

Member:	Plan Commissioner or Zoning Board of Appeals	\$50.00 per meeting
Chairperson:	Plan Commissioner or Zoning Board of Appeals	\$65.00 per meeting

Secretary:	Plan Commissioner or Zoning Board of Appeals	\$100.00 per meeting
Member:	Electrical Commission (only one compensated meeting per month)	\$35.00 per meeting
Member:	Senior Citizens Commission (only one compensated meeting per month)	\$35.00 per meeting
Member:	Board of Fire and Police Commissioners	\$35.00 per meeting
Secretary:	Board of Fire and Police Commissioners	\$100.00 per meeting*

*Additional compensation may be paid at the rate of \$15.00 per hour for work performed for the Board of Fire and Police Commissioners, if authorized by the Chairman and approved by the Human Resources Director.

Section 3. That the compensation schedule set forth in Section 2 of this Ordinance shall apply to all meetings conducted on or after February 1, 2012.

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL
SERVICES AGREEMENT FOR GIS MAPPING UPDATES BY AND
BETWEEN CLARK DIETZ, INCORPORATED AND THE VILLAGE
OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL

Trustees

ORDINANCE NUMBER 1112-G-__

AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR GIS MAPPING UPDATES BY AND BETWEEN CLARK DIETZ, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

GIS Mapping Updates – Water, Sewer, and General Mapping

This Agreement is by and between

Village of Franklin Park ("Client")

9500 Belmont Avenue
Franklin Park, Illinois 60131

and

Clark Dietz, Inc. ("Clark Dietz")

5017 Green Bay Road
Suite 126
Kenosha, WI 53144

Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

By: _____

Title: _____

Date: _____

Agreed to by Clark Dietz

By:  _____

Title: President/CEO

Date: 12-14-11

**PART I
SERVICES BY CLARK DIETZ**

A. Project Description

The Village of Franklin Park will retain Clark Dietz, Inc. to provide GIS (Geographic Information System) mapping services to update the Village's existing water, sewer, zoning, and floodplain maps. Clark Dietz will further develop the existing network based mapping system.

B. Scope

1. GENERAL MAPPING

- a. Investigate the future development of a web-based viewing system for access from field staff (to include layer control, attribute information). Work at this time will include a recommendation regarding the future deployment and maintenance of this system beyond the current network based system. The recommendation will explain the alternatives and factor in the cost, security issues, and computer or server requirements of each option.
- b. Assist the Village in selecting a software system to best fit the Village's needs, and develop the necessary framework to implement basic use of the system.
- c. Import data from the existing electronic maps of Franklin Park to create a single web-based product. The web-based maps will include the floodplain limits and zoning information.
- d. Display separate map legends for each map developed.
- e. Convert the Village's existing electronic Zoning Map into GIS. Update the Zoning Map with ordinances supplied by the Village.
- f. Provide the Village with a single quadrant of completed mapping for review prior to proceeding with the entire Village. The Village review is intended to focus on the visual aspects of the maps and to set the basic parameters for the rest of the Village mapping.

2. WATER SYSTEM MAPS

- a. Further develop the basic GIS framework maps completed to date for the Village's water system. The updates shall include additional information as provided by the Village staff.
- b. Additions to the map shall include:
 - 1) All water system interconnects, including differential pressure information where

available, between the Village and its neighboring communities (River Grove, Leyden Township, Schiller Park)

- 2) Additional valve information, including the size and type of valve installed at each location (butterfly, gate, pressure regulating, etc.) where available. Each specific type of valve shall be displayed separately in the map legend.
- 3) Water main size and material information shall be added to the existing map as available from the Village. Additional attributes for the water main shall be established, but not populated at this time, for the addition of the installation dates and maintenance data for each section of water main.
- 4) Deliver three (3) 22" x 34" bound copies of the final water system atlas maps, as well as six (6) 11"x17" bound copies of the maps. Each page will represent one quarter of each quarter section of the Village.

3. SEWER SYSTEM

- a. Further develop the basic GIS framework maps completed to date for the Village's sewer system. The updates shall include additional information as provided by the Village staff.
- b. Additions to the map shall include:
 - 1) The mapping of all outfalls to meet NPDES requirements. It will be assumed that the locations of these outfalls (latitude and longitude) are known and accurate from old reports.
 - 2) The mapping of all CSO locations to meet the NPDES requirements. It will be assumed that the locations (latitude and longitude) are known and accurate from old reports.
 - 3) The addition of rim and invert data for each structures (manholes, tees, caps, etc.) from the Village's existing Kudrna maps. Information will be included in the database and identified as to where it was obtained (Kudrna, Record Drawings, separate survey, etc.)
 - 4) Update the existing sewer maps to include the proper flow direction using the invert data available as obtained from the maps.
 - 5) Add all sewers, including rim and invert data as applicable, installed from Alley Program.
 - 6) Add available information received from the Village on abandoned sewers (including bulkhead locations).

- c. The updated sewer maps will be reviewed by Joe Thomas or other Village staff under a single, common review. Clark Dietz will incorporate these review comments (single set) to finalize the maps.
- d. Clark Dietz will incorporate the "As Built" information from the major relief sewer projects (estimated at 200 sheets). These sheets will be electronically scanned and delivered to the Village as PDF files.
- e. Clark Dietz will include "As Built" information provided for the Elder Lane and Silver Creek sewer projects.
- f. Deliver three (3) 22" x 34" bound copies of the final sewer system atlas maps, as well as six (6) 11"x17" bound copies of the maps. Each page will represent one quarter of each quarter section of the Village.

C. Schedule

The GIS mapping services will be started within three (3) weeks upon the receipt of the "Notice to Proceed" from the Village. The estimated schedule for the completion of the Contract is as follows:

Notice to Proceed	January, 2012
Kick Off Meeting	January, 2012
Initial Quadrant Example - submittal	February, 2012
Initial Quadrant Example – review meeting	February, 2012
Submit Draft Maps for Village Review	April, 2012
Finalize Maps	4 weeks from receipt of Village Review Comments (redlines)

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations.
5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.

7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
10. This agreement does not include the maintenance of the electronic maps past the delivery of the completed system. Additional mapping services to maintain these maps will be covered under a separate agreement.
11. The completed maps will be reviewed by the Village staff in a timely manner (less than 6 weeks).
12. No Tree Survey or Sign Survey mapping is included.
13. No GPS or other field survey work is included in Clark Dietz's scope. Field survey data, if requested, will be completed under the General Agreement with the Village as an additional service.

E. Electronic Data Format

1. The "As Built" relief sewer drawings to be incorporated in this mapping project will be scanned and electronically delivered in Adobe® Portable Document Format (PDF).
2. GIS mapping will be provided using ESRI ArcGIS Suite Version 10 software (ArcMap, ArcEditor, and ArcInfo as necessary).

**PART II
CLIENT'S RESPONSIBILITIES**

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

**PART III
COMPENSATION**

A. Compensation

Compensation to Clark Dietz for services rendered by employees working on the Project in accordance with PART I, SERVICES of this Agreement will be a lump sum amount of Twenty Nine Thousand, Six Hundred Dollars (\$29,600.00). This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. **Timing/Format**

- a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
- b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
- c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.

2. **Billing Records**

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

PART IV
EQUAL EMPLOYMENT OPPORTUNITY

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART V
STANDARD TERMS AND CONDITIONS
Page 1 of 2

1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party ~~in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party.~~ Client shall pay Clark Dietz for all Services, ~~including profit relating thereto, rendered prior to termination, plus any expenses of termination.~~
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. ~~For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.~~
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
Page 2 of 2

The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

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

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. ~~Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:~~

- ~~• If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or~~
- ~~• If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.~~

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and insure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. ~~The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.~~

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** ~~To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.~~

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. ~~Second, if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties. Third, if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.~~

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE APPROVING A CONSULTING AND SERVICES AGREEMENT
BY AND BETWEEN ADMINISTRATIVE CONSULTING SPECIALISTS, LLC AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL
Trustees

ORDINANCE NUMBER 1112-G- __

**AN ORDINANCE APPROVING A CONSULTING AND SERVICES AGREEMENT
BY AND BETWEEN ADMINISTRATIVE CONSULTING SPECIALISTS, LLC AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

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

WHEREAS, Administrative Consulting Specialists, LLC, 3710 White Deer Drive, Algonquin, Illinois (the "*ACS*"), is a grant writing firm that will assist the police department in obtaining federal, state, private and foundation grant funds; and

WHEREAS, the Village requires such professional services and advice in technical and administrative matters; and

WHEREAS, ACS and the Village desire to enter into a Consulting and Services Agreement pursuant to which ACS will provide said professional services to the Village.

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

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

Section 2. The Consulting and Services Agreement by and between the Village of Franklin Park, Cook County, Illinois and Administrative Consulting Specialists, LLC, for a term to expire on December 31, 2012 (the "*Agreement*"), a copy of which is attached hereto and made a part

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 1112-G- __

**AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL
SERVICES AGREEMENT FOR THE RESERVOIR OVERFLOW PIPING ADDITION
PROJECT BY AND BETWEEN CLARK DIETZ, INCORPORATED AND
THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS**

BARRETT F. PEDERSEN, Village President
TOMMY THOMSON, Village Clerk

TOM BRIMIE
JOHN JOHNSON
CHERYL MCLEAN
RANDALL PETERSEN
ROSE RODRIGUEZ
WILLIAM RUHL

Trustees

ORDINANCE NUMBER 1112-G- __

AN ORDINANCE AUTHORIZING AND APPROVING A PROFESSIONAL SERVICES AGREEMENT FOR THE RESERVOIR OVERFLOW PIPING ADDITION PROJECT BY AND BETWEEN CLARK DIETZ, INCORPORATED AND THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS

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

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

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

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

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

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

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

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

(Intentionally Left Blank)

ADOPTED by the President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois this _____ day of January 2012, pursuant to a roll call vote, as follows:

	YES	NO	ABSTAIN	ABSENT	PRESENT
BRIMIE					
JOHNSON					
MCLEAN					
PETERSEN					
RODRIGUEZ					
RUHL					
PRESIDENT PEDERSEN					
TOTAL					

APPROVED by the President of the Village of Franklin Park, Cook County, Illinois on this _____ day of January 2012.

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 TOMMY THOMSON
 VILLAGE CLERK

Exhibit A
Agreement

PROFESSIONAL SERVICES AGREEMENT

Project Name ("Project")

Reservoir Overflow Piping Addition

This Agreement is by and between

Village of Franklin Park ("Client")

9500 Belmont Avenue
Franklin Park, Illinois 60131

and

Clark Dietz, Inc. ("Clark Dietz")

5017 Green Bay Road
Suite 126
Kenosha, WI 53144

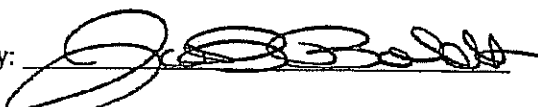
Who agree as follows:

Client hereby engages Clark Dietz to perform the services set forth in Part I - Services and Clark Dietz agrees to perform the Services for the compensation set forth in Part III - Compensation. Clark Dietz shall be authorized to commence the Services upon execution of this Agreement and written or verbal authorization to proceed from Client. Client and Clark Dietz agree that this signature page, together with Parts I - V and attachments referred to therein, constitute the entire Agreement between them relating to the Project.

Agreed to by Client

Date: _____

Agreed to by Clark Dietz

By: 
Title: President / Chief Executive Office

Date: 12-14-11

PART I
SERVICES BY CLARK DIETZ

A. Project Description

The Village of Franklin Park will retain Clark Dietz, Inc. to perform design and bidding engineering services to prepare Contract Documents for the addition of overflow piping at the two (2) underground reservoirs located next to 9500 Belmont Avenue (Village Hall). Overflow piping will be added per the requirements of the Illinois Environmental Protection Agency (IEPA) and designed in accordance with the Recommended Standards for Water Works.

B. Scope

1. DESIGN PHASE

- a. Provide the Village with completed bidding documents consisting of plans and specifications for the addition of properly sized overflow piping to the two (2) reservoirs in accordance with the requirements of the IEPA.
- b. Prepare IEPA construction permit applications on behalf of the Village to apply for the required project permits.

2. BIDDING PHASE

- a. Advertise the project for bidding.
- b. Review prospective bidders of the project.
- c. Provide a recommendation to the Village concerning the award of the project.
- d. Process contracts for construction.

C. Schedule

The Design Phase will be started within two (2) weeks upon the receipt of a Notice to Proceed from the Village, and documents prepared for submission to the IEPA for the required permits within six (6) weeks of the Notice to Proceed. The Bidding Phase of the project will be completed within six (6) weeks upon the approval of the Village to advertise the project.

D. Assumptions/Conditions

This agreement is subject to the following assumptions/conditions:

1. This Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois.
2. This agreement does not include the preparation of right-of-way or temporary construction easement drawings, descriptions or negotiation/acquisition services.
3. This agreement does not include the preparation of assessment roles or schedules.
4. This agreement does not include geotechnical investigations.

5. Local permits for this project (street cuts, utility relocations, etc.) will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
6. State permits for this project will be obtained by the Client with information provided by Clark Dietz. All permit fees will be paid by the Client.
7. No Federal permits are anticipated for this project.
8. This agreement does not include contaminated site Phase I or Phase II environmental assessment investigations or remediation activities.
9. This agreement does not include cultural, historic, archeological, or wetland assessment investigations or remediation activities.
10. This agreement does not include construction engineering services or administrative services during construction. If desired by the Village, construction services will be performed under a separate agreement approved by the Village.
11. This agreement does not include a structural evaluation of the existing reservoirs.

E. Electronic Data Format

1. The Drawings and Specifications for this project will be provided to the Client in printed format on paper and electronically in Adobe© Portable Document Format (PDF).

**PART II
CLIENT'S RESPONSIBILITIES**

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

A. Information/Reports

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

B. Representative

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

C. Decisions

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

PART III

COMPENSATION

A. Compensation

Total compensation to Clark Dietz for services rendered on the Project in accordance with PART I, SERVICES of this Agreement will be the lump sum amount detailed as following:

DESIGN PHASE: \$4,600.00

BIDDING PHASE: \$ 800.00

PROJECT TOTAL: \$5,400.00

This lump sum compensation includes salaries, payroll taxes and insurance, employee fringe benefits, general overhead costs, profit, and project related expenses.

B. Billing and Payment

1. **Timing/Format**
 - a. Invoices shall be submitted monthly for Services completed at the time of billing and are due upon receipt. Invoices shall be considered past due if not paid within 30 calendar days of the date of the invoice. Such invoices shall be prepared in a form supported by documentation as Client may reasonably require.
 - b. If payment in full is not received by Clark Dietz within 30 calendar days of the date of invoice, invoices shall bear interest at one-and-one-half (1.5) percent of the past due amount per month, which shall be calculated from the date of the invoice.
 - c. If the Client fails to make payments within 30 calendar days of the date of invoice or otherwise is in breach of this Agreement, Clark Dietz may suspend performance of services upon seven (7) calendar days' notice to the Client. Clark Dietz shall have no liability whatsoever to the Client for any costs or damages as a result of suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, Clark Dietz shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Clark Dietz to resume performance.
2. **Billing Records**

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

PART IV EQUAL EMPLOYMENT OPPORTUNITY

In the event of Clark Dietz's (hereinafter referred to as the "Consultant") non-compliance with the provisions of this Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this contract, the Consultant agrees as follows:

1. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship, status, age, physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
2. That, if it hires additional employees in order to perform this contract or any portion thereof, it will determine the availability (in accordance with the Department's rules) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
3. That, in all solicitations or advertisements for employees placed by or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age physical or mental disability unrelated to ability, military status, order of protection status, or an unfavorable discharge from military service.
4. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Consultant's obligations under the Illinois Human Rights Act and the Department's Rules. If any such labor organization or representative fails or refuses to cooperate with the Consultant in its efforts to comply with such Act and Rules, the Consultant will promptly so notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
5. That it will submit records as required by the Department's Rules, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules.
6. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules.
7. That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of this contract obligations are undertaken or assumed so that such provisions will be binding upon such subconsultant. In the same manner as with other provisions of this contract, the Consultant will be liable for compliance with applicable provisions of this clause by such subconsultants; and further it will promptly notify the contracting agency and the Department in the event any subconsultant fails or refuses to comply therewith. In addition, the Consultant will not utilize any subconsultant declared by the Illinois Human Rights Commission to be ineligible for contracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PART V
STANDARD TERMS AND CONDITIONS
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1. **STANDARD OF CARE.** Services shall be performed in accordance with the standard of professional practice ordinarily exercised by the applicable profession at the time and within the locality where the services are performed. No warranty or guarantee, express or implied is provided, including warranties or guarantees contained in any uniform commercial code.
2. **CHANGE OF SCOPE.** The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by Clark Dietz and Client. Clark Dietz will promptly notify Client of any perceived changes of scope in writing and the parties shall negotiate modifications to this Agreement.
3. **DELAYS.** If events beyond the control of Clark Dietz, including, but not limited to, fire, flood, explosion, riot, strike, war, process shutdown, act of God or the public enemy, and act or regulation of any government agency, result in delay to any schedule established in this Agreement, such schedule shall be extended for a period equal to the delay. In the event such delay exceeds 90 days, Clark Dietz shall be entitled to an equitable adjustment in compensation and extension of time.
4. **TERMINATION/SUSPENSION.** Either party may terminate this Agreement upon 30 days written notice to the other party ~~in the event of substantial failure by the other party to perform in accordance with its obligations under this Agreement through no fault of the terminating party.~~ Client shall pay Clark Dietz for all Services, ~~including profit relating thereto, rendered prior to termination, plus any expenses of termination.~~
5. **REUSE OF INSTRUMENTS OF SERVICE.** All reports, drawings, specifications, computer data, field data notes and other documents prepared by Clark Dietz as instruments of service shall remain the property of Clark Dietz. Clark Dietz shall retain all common law, statutory and other reserved rights, including the copyright thereto. Reuse of any instruments of service including electronic media, for any purpose other than that for which such documents or deliverables were originally prepared, or alteration of such documents or deliverables without written authorization or adaptation by Clark Dietz for the specific purpose intended, shall be at Client's sole risk.
6. **ELECTRONIC MEDIA.** Electronic files furnished by either party shall be subject to an acceptance period of 30 days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files. In the event of a conflict between the signed construction documents prepared by Clark Dietz and electronic files, the signed or sealed hard-copy construction documents shall govern. Under no circumstances shall delivery of electronic files for use by Client be deemed a sale by Clark Dietz and Clark Dietz makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall Clark Dietz be liable for indirect or consequential damages as a result of the Client's use or reuse of the electronic files.
7. **OPINIONS OF CONSTRUCTION COST.** Any opinion of construction costs prepared by Clark Dietz is supplied for the general guidance of the Client only. Since Clark Dietz has no control over competitive bidding or market conditions, Clark Dietz cannot guarantee the accuracy of such opinions as compared to contract bids or actual costs to Client.
8. **SAFETY.** Clark Dietz specifically disclaims any authority or responsibility for general job site safety and safety of persons other than Clark Dietz employees.
9. **RELATIONSHIP WITH CONTRACTORS.** Clark Dietz shall serve as Client's professional representative for the Services, and may make recommendations to Client concerning actions relating to Client's contractors. Clark Dietz specifically disclaims any authority to direct or supervise the means, methods, techniques, sequences or procedures of construction selected by Client's contractors.
10. **THIRD PARTY CLAIMS:** This Agreement does not create any right or benefit for parties other than Clark Dietz and Client.
11. **MODIFICATION.** This Agreement, upon execution by both parties hereto, can be modified only by a written instrument signed by both parties.
12. **PROPRIETARY INFORMATION.** Information relating to the Project, unless in the public domain, shall be kept confidential by Clark Dietz and shall not be made available to third parties without written consent of Client, unless so required by court order.
13. **INSURANCE.** Clark Dietz will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with legal, and Clark Dietz business requirements. Certificates evidencing such coverage will be provided to Client upon request. ~~For projects involving construction, Client agrees to require its construction contractor, if any, to include Clark Dietz as an additional insured on its commercial general liability policy relating to the Project, and such coverages shall be primary.~~
14. **INDEMNITIES.** Clark Dietz agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees against all damages, liabilities or costs, to the extent caused by Clark Dietz' negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom Clark Dietz is legally liable.

PART V
STANDARD TERMS AND CONDITIONS
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The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Clark Dietz, its officers, directors, employees and subconsultants against all damages, liabilities or costs, to the extent caused by the Client's negligent acts in connection with the Project and that of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

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

15. **LIMITATIONS OF LIABILITY.** No employee or agent of Clark Dietz shall have individual liability to Client. ~~Client agrees that, to the fullest extent permitted by law, Clark Dietz' total liability to Client for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any causes including, but not limited to, Clark Dietz' negligence, error, omissions, strict liability, or breach of contract shall not exceed the total compensation received by Clark Dietz under this Agreement or:~~

- ~~• If the Clark Dietz fee is less than \$1,000,000, the liability shall not exceed the greater of \$100,000 or the total compensation received by Clark Dietz, or~~
- ~~• If the Clark Dietz fee is equal to or more than \$1,000,000, the liability shall be limited to the applicable insurance coverage at the time of settlement or judgment.~~

16. **ACCESS.** Client shall provide Clark Dietz safe access to the project site necessary for the performance of the services.

17. **ASSIGNMENT.** The rights and obligations of this Agreement cannot be assigned by either party without written permission of the other party. This Agreement shall be binding upon and inure to the benefit of any permitted assigns.

18. **HAZARDOUS MATERIALS.** Clark Dietz and Clark Dietz' consultants shall have no responsibility for discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. If required by law, the client shall accomplish all necessary inspections and testing to determine the type and extent, if any, of hazardous materials at the project site. Prior to the start of services, or at the earliest time such information is learned, it shall be the duty of the Client to advise Clark Dietz (in writing) of any known or suspected hazardous materials. Removal and proper disposal of all hazardous materials shall be the responsibility of the Client.

19. **REMODELING AND RENOVATION.** For Clark Dietz' services provided to assist the Client in making changes to an existing facility, the Client shall furnish documentation and information upon which Clark Dietz may rely for its accuracy and completeness. Unless specifically authorized or confirmed in writing by the Client, Clark Dietz shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants, and their employees from and against claims, damages, losses and expenses which arise as a result of documentation and information furnished by the Client.

20. **CLIENT'S CONSULTANTS.** Contracts between the Client and other consultants retained by Client for the Project shall require the consultants to coordinate their drawings and other instruments of service with those of Clark Dietz and to advise Clark Dietz of any potential conflict. Clark Dietz shall have no responsibility for the components of the project designed by the Client's consultants. ~~The Client shall indemnify and hold harmless Clark Dietz, Clark Dietz' consultants and their employees from and against claims, damages, losses and expenses arising out of services performed for this project by other consultants of the Client.~~

21. **NO WAIVER.** No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate another section of this Agreement or operate as a waiver of any future default, whether like or different in character.

22. **SEVERABILITY.** The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity or unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

23. **STATUTE OF LIMITATION.** ~~To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project Completion.~~

24. **DISPUTE RESOLUTION.** In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, Clark Dietz and the Client agree to attempt to resolve such disputes in the following manner: First, the parties agree to attempt to resolve such disputes through direct negotiations between the appropriate representatives of each party. Second, ~~if such negotiations are not fully successful, the parties agree to attempt to resolve any remaining dispute by formal nonbinding mediation conducted in accordance with rules and procedures to be agreed upon by the parties.~~ Third, ~~if the dispute or any issues remain unresolved after the above steps, the parties agree to attempt resolution by submitting the matter to voluntary nonbinding arbitration in accordance with rules and procedures to be agreed upon by the parties.~~