

**VILLAGE OF FRANKLIN PARK
PAYABLE VOUCHER, PAYROLL AND ACH SUMMARY
FOR PASSAGE AT THE VILLAGE BOARD MEETING OF
11.18.2024**

<u>Payroll Ending</u>	<u>11.08.2024</u>	<u>TOTALS</u>
Village Portion of Social Security	12,452.39	
Village Portion of Medicare	7,962.69	
Payroll Gross Wages	<u>577,575.57</u>	
Total Payroll Expense	597,990.65	\$ 597,990.65
<u>Manual Checks & Wires</u>		
Manual Checks	<u>192,663.00</u>	
Total Manual Checks		\$ 192,663.00
<u>ACH Debits</u>		
Health Insurance Premium		
City of Chicago (Water Payment)		
Total ACH Debits		\$ -
Payable Vouchers		
Payable Voucher 11-22-2024	<u>601,647.63</u>	
Total Payable Vouchers		\$ <u>601,647.63</u>
Grand Total Payments		\$ 1,392,301.28

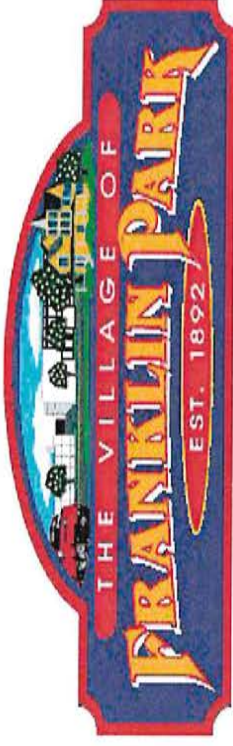
Accounts Payable

Computer Check Proof List by Vendor

User: cperez

Printed: 11/14/2024 - 4:08PM

Batch: 00222.11.2024



Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3443	IST AYD CORPORATION			Check Sequence: 1	ACH Enabled: False
PS1729458	Station supplies	464.99	11/22/2024	10-30-62030	
PS1741301	Station supplies	419.39	11/22/2024	10-30-62030	
PS1741987	Station supplies	211.66	11/22/2024	10-30-62030	
	Check Total:	1,096.04			
Vendor: 5002	34 PUBLISHING, INC.			Check Sequence: 2	ACH Enabled: False
376044	Design services to provide for Nov2024 newslett	450.00	11/22/2024	10-01-51880	
	Check Total:	450.00			
Vendor: 2615	A.W.E.S.O.M.E. PEST SERVICE INC.			Check Sequence: 3	ACH Enabled: False
7078	Exterminating services Oct2024	510.00	11/22/2024	10-60-62460	
	Check Total:	510.00			
Vendor: 1259	ACE HARDWARE - FIRE			Check Sequence: 4	ACH Enabled: False
151151/1	Bolts	3.51	11/22/2024	10-30-62050	
151271/1	Tire gauge	7.56	11/22/2024	10-30-50100	
151299/1	Gorilla mounting tape	10.55	11/22/2024	10-30-62030	
	Check Total:	21.62			
Vendor: 1260	ACE HARDWARE - SEWER & WATER			Check Sequence: 5	ACH Enabled: False
151182/1	PVC pipes, couples, elbows, traps	55.10	11/22/2024	34-02-63070	
151275/1	Propane	57.95	11/22/2024	34-01-62070	
151441/1	Cleaners, paint scrapers, knives, dish soap, airwi	264.65	11/22/2024	34-01-82840	
151445/1	90degree elbows, ball valves, nipples	316.55	11/22/2024	34-01-88910	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	694.25			
Vendor: 1264	ACE HARDWARE - STREETS				ACH Enabled: False
151268/1	Decor for Veterans memorial	71.55	11/22/2024	Check Sequence: 6 10-61-69590	
151321/1	Keys cut	15.96	11/22/2024	08-01-89115	
151425/1	Switch	3.51	11/22/2024	10-90-62680	
151426/1	Garland	50.64	11/22/2024	10-61-69580	
	Check Total:	141.66			
Vendor: 4849	Acme Truck Brake				ACH Enabled: False
01_433102	Air break valve & knob #478	68.65	11/22/2024	Check Sequence: 7 08-01-50030	
	Check Total:	68.65			
Vendor: 3364	ADP SCREENING & SELECTION				ACH Enabled: False
1245111-10-2024	Monthly screening services Oct2024	32.32	11/22/2024	Check Sequence: 8 10-60-60000	
	Check Total:	32.32			
Vendor: 4590	AEP ENERGY				ACH Enabled: False
3013133551Oct24	0 N Belmont 3013133551 9/9-10/8/24	797.66	11/22/2024	Check Sequence: 9 19-01-62330	
	Check Total:	797.66			
Vendor: 0010	ALEXANDER CHEMICAL CORPORATION				ACH Enabled: False
88045	Chemical supplies	119.00	11/22/2024	Check Sequence: 10 34-01-62880	
88215	Chemical supplies	1,476.41	11/22/2024	34-01-62880	
CM88167	Credit	-15.00	11/22/2024	34-01-62880	
	Check Total:	1,580.41			
Vendor: 1634	ALPHA PRIME COMMUNICATIONS				ACH Enabled: False
51954F	FCC license coordination	815.00	11/22/2024	Check Sequence: 11 07-01-54200	
51971F	FCC license coordination-update to new PD tow	2,400.00	11/22/2024	07-01-54200	
	Check Total:	3,215.00			
Vendor: 1941	ALTORFER INDUSTRIES CAT				ACH Enabled: False
P6AC0113648	Adapters, plates	254.57	11/22/2024	Check Sequence: 12 08-01-50035	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1748 61961124	Check Total: AMALGAMATED BANK OF CHICAGO Admin fee for debt certificates 2016	254.57 475.00	11/22/2024	Check Sequence: 13 44-01-45000	ACH Enabled: False
Vendor: 2617 111024 111024-1 111024-2	Check Total: Lisa Anthony Reimbursement for airfare for Springbrook Conf Reimbursement for box of coffee for Senior Hea Reimbursement for 300 sandwiches for Senior H	475.00 287.95 31.00 100.18	11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 14 10-60-53150 10-60-62470 10-60-62470	ACH Enabled: False
Vendor: 1280 7571	Check Total: ARTEMIS BIO-SOLUTIONS, LLC Bio-oxygen chem decon solution	419.13 212.37	11/22/2024	Check Sequence: 15 10-30-62090	ACH Enabled: False
Vendor: 5242 847233053510 847288013011 847671155610	Check Total: AT&T Multiple single line charges PD- Oct Fire station 3 outside line- 2022 to current Alarm circuits and multiple single lines for Oct	212.37 177.13 1,765.17 403.17	11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 16 10-02-51200 10-02-51200 10-02-51200	ACH Enabled: False
Vendor: 3425 FP-INV-508150	Check Total: B&K EQUIPMENT COMPANY State mandated triennial testing	2,345.47 860.00	11/22/2024	Check Sequence: 17 08-01-53000	ACH Enabled: False
Vendor: 0925 2853 2859 2864 2866 2878 2879	Check Total: BELLWOOD ELECTRIC MOTORS, INC. To work on 17th ave lift station control To pull pump #1 and install pump at 17th ave lift New seals, new rings, oil, insulation To remove pump #2 from taft lift station New bearings, new seals, gaskets To install pump #2 at Taft lift station	860.00 2,500.00 4,500.00 6,500.00 3,900.00 7,200.00 4,200.00	11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 18 34-02-50940 34-02-50940 34-02-50940 34-02-50940 34-02-50940 34-02-50940 34-02-50940	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	28,800.00			
Vendor: 1764	BIUNDO LANDSCAPING				ACH Enabled: False
7-11-2024	Senior grass cutting 160 cuts @\$27 each Oct202	4,320.00	11/22/2024	Check Sequence: 19 10-60-63550	
7-Nov2024	October grass cutting for 9115 Grand	150.00	11/22/2024	10-13-53000	
7-Nov2024	October grass cutting for 10500 Grand	560.00	11/22/2024	43-01-59000	
	Check Total:	5,030.00			
Vendor: 1609	BRISTOL HOSE & FITTING				ACH Enabled: False
3559468	Hydraulic hose assembly #225	128.85	11/22/2024	Check Sequence: 20 08-01-50020	
	Check Total:	128.85			
Vendor: 3378	BYRNE SOFTWARE TECHNOLOGIES INC				ACH Enabled: False
0106632	Professional services on Accela Land Mgmt 10/1	70.00	11/22/2024	Check Sequence: 21 10-02-81000	
0106717	Professional services on Accela Land Mgmt 10/1	280.00	11/22/2024	10-02-81000	
	Check Total:	350.00			
Vendor: 4799	CAR REFLECTIONS				ACH Enabled: False
24-220	Replace right door wrap & graphics #879	875.00	11/22/2024	Check Sequence: 22 10-20-50300	
24-221	Replace all graphics on rear lift gate-#877	395.00	11/22/2024	10-20-50300	
	Check Total:	1,270.00			
Vendor: 0549	CERTIFIED LABORATORIES				ACH Enabled: False
8851821	Chemical supplies	961.99	11/22/2024	Check Sequence: 23 34-02-62880	
	Check Total:	961.99			
Vendor: 4092	Chris Ciolino				ACH Enabled: False
103024	Master's degree educational compensation	2,500.00	11/22/2024	Check Sequence: 24 10-30-40804	
	Check Total:	2,500.00			
Vendor: 1420	CLARK DIETZ, INC.				ACH Enabled: False
442748	Police station server room HVAC 8/31-9/27/24	1,595.61	11/22/2024	Check Sequence: 25 10-20-52600	
	Check Total:	1,595.61			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3644	COMCAST			Check Sequence: 26	ACH Enabled: False
0141239Oct24	Cable TV for streets for Nov	4.20	11/22/2024	10-02-51200	
0155544Nov2024	VPN connection for VH for Nov	225.85	11/22/2024	10-02-51200	
0167317Oct24	Cable for PD Oct24	94.86	11/22/2024	10-20-52600	
0310503Nov2024	Cable TV for VH for Nov	201.26	11/22/2024	10-02-51200	
	Check Total:	526.17			
Vendor: 5257	COMED			Check Sequence: 27	ACH Enabled: False
3604055000Oct24	3200 Sarah 3604055000 9/16-10/15/24	251.07	11/22/2024	10-50-62330	
4123337000Oct24	3200 Mannheim 4123337000 9/16-10/15/24	35.68	11/22/2024	10-50-62330	
5566322000Oct24	3022 Cullerton 5566322000 10/2-10/31/24	27.79	11/22/2024	10-50-62330	
7517571222Oct24	3548 River 7517571222 10/2-10/31/24	24.01	11/22/2024	10-50-62330	
	Check Total:	338.55			
Vendor: 0521	COMMERCIAL TIRE SERVICE			Check Sequence: 28	ACH Enabled: False
1110188282	Service call flat repair #930M	275.00	11/22/2024	08-01-50090	
	Check Total:	275.00			
Vendor: 2085	COMPSCOREPRO			Check Sequence: 29	ACH Enabled: False
2596	Monthly service agreement Nov2024	1,000.00	11/22/2024	10-32-57000	
	Check Total:	1,000.00			
Vendor: 3302	CORE & MAIN LP			Check Sequence: 30	ACH Enabled: False
V784868	DIP rest starbond	510.00	11/22/2024	34-01-62860	
V834417	Copper	984.00	11/22/2024	34-01-88910	
V841143	8x15 REP CLPs	976.00	11/22/2024	34-01-62860	
V841324	8x15 REP CLP	654.00	11/22/2024	34-01-88910	
V891920	Hyd 6' 6MJ	8,360.00	11/22/2024	34-01-62860	
V892312	Pipes, rubber gaskets	1,875.60	11/22/2024	34-01-62860	
V906618	Adapters, hex nuts, gaskets, bolts	499.00	11/22/2024	34-01-62860	
	Check Total:	13,858.60			
Vendor: 1337	CORPORATE BUSINESS CARDS, LTD			Check Sequence: 31	ACH Enabled: False
338538	Business cards- two employees	71.98	11/22/2024	10-60-50400	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	71.98			
Vendor: 1464	D&P CONSTRUCTION CO., INC.				ACH Enabled: False
0000411904	Live loads	2,410.00	11/22/2024	Check Sequence: 32 09-01-64000	
0000412887	Live loads	2,410.00	11/22/2024	09-01-64000	
0000413277	Switches	4,651.50	11/22/2024	09-01-64000	
	Check Total:	9,471.50			
Vendor: 5532	DOOR SYSTEMS				ACH Enabled: False
942909	Station #2 garage door repair	1,741.00	11/22/2024	Check Sequence: 33 10-30-62050	
945524	Station #3 garage door repair	1,680.00	11/22/2024	10-30-62060	
946011	Station #2 garage door repair	940.00	11/22/2024	10-30-62050	
	Check Total:	4,361.00			
Vendor: 8004	DTN, LLC				ACH Enabled: False
210-00089751	WeatherSentry online	2,582.55	11/22/2024	Check Sequence: 34 10-90-62600	
	Check Total:	2,582.55			
Vendor: 1668	DUPAGE TOPSOIL, INC.				ACH Enabled: False
058086	Semi pulv	415.00	11/22/2024	Check Sequence: 35 34-02-63070	
058153	Semi pulv	415.00	11/22/2024	34-02-63070	
058198	Semi pulv	415.00	11/22/2024	34-01-62860	
	Check Total:	1,245.00			
Vendor: 3026	DYNEGY ENERGY SERVICES				ACH Enabled: False
030000388547	11400 Copenhagen	321.41	11/22/2024	Check Sequence: 36 34-02-62800	
030000388547	10800/11000 King	5,063.88	11/22/2024	34-01-62800	
030000388547	2401 Scott	197.29	11/22/2024	10-50-62330	
030000388547	129 W Manor	124.90	11/22/2024	34-02-62800	
	Check Total:	5,707.48			
Vendor: 1755	E. HOFFMAN, INC.				ACH Enabled: False
31769	Mixed load spoils hauled out	1,907.50	11/22/2024	Check Sequence: 37 34-01-62860	
31769	Mixed load spoils hauled out	1,907.50	11/22/2024	34-02-63070	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 5498 5108972	Check Total: EFAX CORPORATE Efax software for HR- Oct	3,815.00 34.99	11/22/2024	Check Sequence: 38 10-02-54200	ACH Enabled: False
Vendor: 3829 11192 11193 11194	Check Total: ELECTRICAL SYSTEMS, INC. King st main breaker replacement Generator replacement for main pump station Main new controller valve	34.99 16,750.00 196,000.00 4,840.31	11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 39 34-01-82980 34-01-82810 34-01-50940	ACH Enabled: False
Vendor: 6002 ESS3366	Check Total: ELECTRONIC SECURITY SOLUTIONS, INC. Service and maint for Nov2024	217,590.31 350.00	11/22/2024	Check Sequence: 40 41-01-63220	ACH Enabled: False
Vendor: 3278 127018	Check Total: ELEVATOR INSPECTION SERVICES Five inspections performed for annual and reinsf	350.00 235.00	11/22/2024	Check Sequence: 41 10-13-60550	ACH Enabled: False
Vendor: 2114 1535	Check Total: ELINEUP LLC Cloud subscription and software maint	235.00 600.00	11/22/2024	Check Sequence: 42 10-20-60560	ACH Enabled: False
Vendor: 4183 0274488	Check Total: DBA POLLARDWATER FERGUSON ENTERPRISES LLC #3326 Adapters	600.00 605.85	11/22/2024	Check Sequence: 43 34-01-62835	ACH Enabled: False
Vendor: 2034 IL-16395	Check Total: FIRE SERVICE, INC T-2 repair balance due	605.85 17.36	11/22/2024	Check Sequence: 44 10-30-50110	ACH Enabled: False
Vendor: 0080 61399	Check Total: FRANKLIN PARK BUILDING MATERIAL Screenings	17.36 12.25	11/22/2024	Check Sequence: 45 10-90-62600	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0081 14198	Check Total: FRANKLIN PARK PLUMBING CO., INC. RPZ was clogged due to construction; install new	12.25 2,891.00	11/22/2024	Check Sequence: 46 34-01-62860	ACH Enabled: False
Vendor: 5627 102824	Check Total: GERARDO GARCIA Reimbursement for ticket written in error	2,891.00 50.00	11/22/2024	Check Sequence: 47 10-20-80570	ACH Enabled: False
Vendor: 6062 5542	Check Total: GBJ SALES, LLC Grease, wipers, floves, asphalt remover	50.00 931.05	11/22/2024	Check Sequence: 48 10-90-62680	ACH Enabled: False
Vendor: 5200 9281106097 9290083105 9291527472	Check Total: GRAINGER Safety pins Head plugs, sealant Black cable ties (pk500), electric tapes	931.05 6.14 5.49 859.50	11/22/2024	Check Sequence: 49 08-01-50090 34-01-82840 10-61-69580	ACH Enabled: False
Vendor: 0694 41082903272921	Check Total: GREATER ILLINOIS TITLE COMPANY Title search for 9226 Richard	871.13 350.00	11/22/2024	Check Sequence: 50 10-72-62557	ACH Enabled: False
Vendor: 4516 2410305 2410305 2410305 2410305 2410305 2410305	Check Total: GW & ASSOCIATES, PC Comptroller services, Sept2024 Comptroller services, Sept2024 Comptroller services, Sept2024 Comptroller services, Sept2024 Comptroller services, Sept2024 Comptroller services, Sept2024	350.00 250.00 250.00 4,000.00 250.00 8,000.00 250.00	11/22/2024	Check Sequence: 51 12-01-57000 42-01-57000 34-01-40119 14-01-57000 10-01-67590 40-01-57000	ACH Enabled: False
Vendor: 1555	Check Total: H&H ELECTRIC COMPANY	13,000.00		Check Sequence: 52	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
44463	Street lighting maint- Dora St	897.29	11/22/2024	10-90-62690	
44464	Street lighting maint- various locations	405.65	11/22/2024	10-90-62690	
44465	Street lighting maint- Martens and Grand	263.44	11/22/2024	10-90-62690	
44466	Traffic signal- 25th and Fullerton	350.43	11/22/2024	10-90-62690	
44467	Street lighting maint- Ruby St	672.35	11/22/2024	10-90-62690	
44468	Street lighting maint- Grand and Martens	173.40	11/22/2024	10-90-62690	
	Check Total:	2,762.56			
Vendor: 0846	HAZCHEM ENVIRONMENTAL CORP			Check Sequence: 53	ACH Enabled: False
24-52893	Expired hand sanitizer transportation & waste di	4,540.75	11/22/2024	10-30-62060	
	Check Total:	4,540.75			
Vendor: 0063	HIGH PSI LTD.			Check Sequence: 54	ACH Enabled: False
86709	Sand blast kit	260.00	11/22/2024	34-01-69600	
	Check Total:	260.00			
Vendor: 5563	HIGH STAR TRAFFIC			Check Sequence: 55	ACH Enabled: False
1333	Pavement markings	5,020.60	11/22/2024	10-90-62610	
8906	Light arrow board (solar) (insurance)	5,920.30	11/22/2024	10-90-62610	
8931	Misc signs with black vinyl	280.30	11/22/2024	10-90-62610	
9236	Telspar anchors	472.50	11/22/2024	10-61-69580	
9237	12" solar LED beacon with mount	2,558.25	11/22/2024	10-90-62690	
9238	Misc signs	141.10	11/22/2024	10-90-62610	
	Check Total:	14,393.05			
Vendor: 4004	HOME DEPOT CREDIT SERVICES			Check Sequence: 56	ACH Enabled: False
2525665	Mixed fuel	39.76	11/22/2024	10-30-50200	
	Check Total:	39.76			
Vendor: 0305	ILLINOIS ARBORIST ASSOCIATION			Check Sequence: 57	ACH Enabled: False
2526	Chainsaw and aerial lift training	1,500.00	11/22/2024	10-90-62740	
2531	Chipper safety	1,500.00	11/22/2024	10-90-62740	
	Check Total:	3,000.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 0590 18409	ILLINOIS ASSOCIATION OF CHIEFS OF POLICE Membership renewal	265.00	11/22/2024	Check Sequence: 58 10-20-52100	ACH Enabled: False
	Check Total:	265.00			
Vendor: 6126 13450192880	ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY Unemployment insurance 3rd quarter 2024	752.00	11/22/2024	Check Sequence: 59 10-32-62210	ACH Enabled: False
	Check Total:	752.00			
Vendor: 2084 138256	J.G. UNIFORMS Vest	1,075.00	11/22/2024	Check Sequence: 60 10-20-54000	ACH Enabled: False
	Check Total:	1,075.00			
Vendor: 4559 100124 110124 19717 19717	JESSE'S LAWN SERVICES Senior grass cutting 63 cuts @\$27 each Sept2024 Senior grass cutting 84 cuts @\$27 each Oct2024 October grass cutting for vacant/foreclosures October grass cutting for 3010 Mannheim	1,701.00 2,268.00 845.00 200.00	11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 61 10-60-63550 10-60-63550 10-13-53000 43-01-59000	ACH Enabled: False
	Check Total:	5,014.00			
Vendor: 1534 210378 210980 211037 211086	JKS VENTURES, INC. Yardwaste, logs Limestone Limestone Limestone	2,284.00 4,686.53 1,112.12 2,270.96	11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 62 09-01-64000 34-02-63070 34-01-62860 34-01-62860	ACH Enabled: False
	Check Total:	10,353.61			
Vendor: 8005 11052024	JOSCO CONSTRUCTION SERVICES Refundable deposit for 3204 Mannheim	2,500.00	11/22/2024	Check Sequence: 63 10-13-52920	ACH Enabled: False
	Check Total:	2,500.00			
Vendor: 0164 102424	JOURNAL & TOPICS NEWSPAPERS FP Veterans AD	965.00	11/22/2024	Check Sequence: 64 10-61-69590	ACH Enabled: False
	Check Total:	965.00			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 3233 68946	JUST TIRES Parts and labor tire replacement #1310	181.24	11/22/2024	Check Sequence: 65 08-01-50008	ACH Enabled: False
	Check Total:	181.24			
Vendor: 5570 IN248504	KIESLER'S POLICE SUPPLY INC Ammunition	503.70	11/22/2024	Check Sequence: 66 10-20-60610	ACH Enabled: False
	Check Total:	503.70			
Vendor: 0110 5018	KRIETER CONCRETE CONST. Replacement of reinforced curb with street drain	5,175.00	11/22/2024	Check Sequence: 67 34-02-63070	ACH Enabled: False
5019	Replacement of reinforced street opening due to	3,100.00	11/22/2024	34-01-62860	
5020	Replacement of reinforced curb with street drain	4,220.00	11/22/2024	34-02-63070	
5022	Replacement of reinforced curb and street	3,470.00	11/22/2024	34-01-62860	
5023	Replacement of reinforced street opening due to	2,450.00	11/22/2024	34-01-62860	
5026	Replacement of reinforced section of parking lot	5,540.00	11/22/2024	34-02-63070	
5027	Replacement of reinforced street opening due to	3,720.00	11/22/2024	34-01-62860	
	Check Total:	27,675.00			
Vendor: 4408 A-12729	KUUSAKOSKI US LLC Electronic recycling	1,254.91	11/22/2024	Check Sequence: 68 09-01-64000	ACH Enabled: False
A-12762	Electronic recycling	1,258.92	11/22/2024	09-01-64000	
	Check Total:	2,513.83			
Vendor: 1507 101824	LAWRENCE ANDOLINO Adjudication Oct2024	1,500.00	11/22/2024	Check Sequence: 69 10-20-40515	ACH Enabled: False
101824	Adjudication Oct2024	1,500.00	11/22/2024	10-13-40515	
	Check Total:	3,000.00			
Vendor: 3819 17367757	LEAF Copier rental for Nov	1,550.00	11/22/2024	Check Sequence: 70 10-02-80001	ACH Enabled: False
	Check Total:	1,550.00			
Vendor: 0059 42601	M.E. SIMPSON, CO., INC. Annual online subscription	3,450.00	11/22/2024	Check Sequence: 71 34-01-62860	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
43238	Conducting leak location services	1,185.00	11/22/2024	34-01-62860	
	Check Total:	4,635.00			
Vendor: 0947	MAREN RONAN, LTD			Check Sequence: 72	ACH Enabled: False
110124	Lobbyist services, Nov2024	6,000.00	11/22/2024	10-12-67560	
	Check Total:	6,000.00			
Vendor: 0131	MENARDS MELROSE PARK			Check Sequence: 73	ACH Enabled: False
77318	Garland, bows, indoor cords, lights	204.51	11/22/2024	10-61-69580	
77469	Glitter bows, push brooms, indoor cords	167.98	11/22/2024	10-61-69580	
	Check Total:	372.49			
Vendor: 5553	METRO STRATEGIES			Check Sequence: 74	ACH Enabled: False
FPPM-11	Wolf and Addison project	1,674.00	11/22/2024	65-10-84500	
FPPM-11	Underpass project	1,080.00	11/22/2024	65-10-87000	
FPPM-11	Franklin Ave project	3,186.00	11/22/2024	65-10-82820	
	Check Total:	5,940.00			
Vendor: 2046	MID AMERICAN WATER, INC.			Check Sequence: 75	ACH Enabled: False
240199A-1	Copper, repair clamps, gaskets	3,120.60	11/22/2024	34-01-62860	
240607A	Valves, bolts, hydrant extensions, swivels	12,136.84	11/22/2024	34-01-62860	
241074A	Screw types	750.00	11/22/2024	34-01-62860	
	Check Total:	16,007.44			
Vendor: 6363	EDWARD C. MILLEA			Check Sequence: 76	ACH Enabled: False
7397	Reimbursement for ILP HCC class	60.00	11/22/2024	34-01-52000	
	Check Total:	60.00			
Vendor: 0329	MONROE TRUCK EQUIPMENT			Check Sequence: 77	ACH Enabled: False
81837	Pull tarps assembly; mounted in front board pocket	3,976.00	11/22/2024	08-01-50090	
	Check Total:	3,976.00			
Vendor: 4521	NICOR			Check Sequence: 78	ACH Enabled: False
004216657530c12	9800 Franklin 00421665753 9/25-10/24/24	60.82	11/22/2024	10-90-62940	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
45671900004Oct2	9535 Belmont 45671900004 9/27-10/29/24	168.98	11/22/2024	34-01-62940	
50771900003Oct2	9300 Belmont 50771900003 9/25-10/24/24	262.57	11/22/2024	34-01-62940	
8322680007Oct2	10920 King 83226800007 9/27-10/29/24	87.73	11/22/2024	34-01-62940	
87873543729Oct2	9320 Belmont 87873543729 9/25-10/24/24	51.68	11/22/2024	34-02-52450	
	Check Total:	631.78			
Vendor: 4333	North East Multi-Regional Training, Inc.			Check Sequence: 79	ACH Enabled: False
364848	High Risk Vehicle stop class for two officers	160.00	11/22/2024	10-20-52001	
	Check Total:	160.00			
Vendor: 1653	ON TIME EMBROIDERY INC			Check Sequence: 80	ACH Enabled: False
128567	Uniforms	101.00	11/22/2024	10-30-40806	
129911	Uniforms	131.00	11/22/2024	10-30-40806	
129914	Uniforms	22.00	11/22/2024	10-30-40806	
130182	Uniforms	189.00	11/22/2024	10-30-40806	
130312	Uniforms	160.00	11/22/2024	10-30-40806	
OE 130664	Uniforms	62.00	11/22/2024	10-30-40806	
	Check Total:	665.00			
Vendor: 0270	O'REILLY AUTOMOTIVE, INC.			Check Sequence: 81	ACH Enabled: False
3398-137189	Pads, rotors, oil filter #897	153.27	11/22/2024	08-01-50020	
3398-137190	Oil filter (12 @4.73) shelf stock	56.76	11/22/2024	10-20-50300	
3398-137484	Evap core #216	82.40	11/22/2024	08-01-50034	
3398-138138	Pads and rotors #1876	139.99	11/22/2024	08-01-50008	
3398-138437	Water separator, fuel filter, oil filter #478	163.98	11/22/2024	08-01-50030	
3398-138504	Water pump #894	144.79	11/22/2024	08-01-50020	
	Check Total:	741.19			
Vendor: 2249	ORKIN			Check Sequence: 82	ACH Enabled: False
269447646	Weekly services 10/18/2024	330.00	11/22/2024	10-60-62460	
269447647	Weekly services 10/25/2024	330.00	11/22/2024	10-60-62460	
269447648	Weekly services 10/30/2024	330.00	11/22/2024	10-60-62460	
269448871	Weekly services 10/22/2024	330.00	11/22/2024	10-60-62460	
269448872	Weekly services 10/28/2024	330.00	11/22/2024	10-60-62460	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
270842092	Weekly services 11/4/2024	330.00	11/22/2024	10-60-62460	
273210553	Bait stations	43.10	11/22/2024	10-60-62460	
274105032	Bait stations	107.75	11/22/2024	10-60-62460	
274165635	Bait stations	43.10	11/22/2024	10-60-62460	
274195442	Bait stations	21.55	11/22/2024	10-60-62460	
	Check Total:	2,195.50			
Vendor: 4704	PAN AMERICAN BANK			Check Sequence: 83	ACH Enabled: False
093024	Lockbox Sept2024	711.37	11/22/2024	34-01-59010	
	Check Total:	711.37			
Vendor: 3296	PANORAMIC LANDSCAPING			Check Sequence: 84	ACH Enabled: False
80Oct2024	Senior grass cutting 83 cuts @\$27 each Oct2024	2,241.00	11/22/2024	10-60-63550	
	Check Total:	2,241.00			
Vendor: 0141	PARAMEDIC SERVICES OF ILLINOIS, INC.			Check Sequence: 85	ACH Enabled: False
8702	Ambulance billing Oct2024	2,214.69	11/22/2024	10-30-62140	
	Check Total:	2,214.69			
Vendor: 0599	PESCHE'S FLOWER, INC.			Check Sequence: 86	ACH Enabled: False
150289	Corn stalks	499.50	11/22/2024	10-90-62600	
150318	Corn stalks	159.84	11/22/2024	10-90-62600	
	Check Total:	659.34			
Vendor: 7774	PHYSICIANS IMMEDIATE CARE			Check Sequence: 87	ACH Enabled: False
4426266	Pre employment exam Bldg, IT	375.00	11/22/2024	10-52-53000	
4426266	TB test FD	35.00	11/22/2024	10-52-53000	
4426266	Pre employment Exam PD	790.00	11/22/2024	10-52-53000	
	Check Total:	1,200.00			
Vendor: 3945	PIONEER PRESS			Check Sequence: 88	ACH Enabled: False
167507256OCT	Renew for one year-Mayors office	131.79	11/22/2024	10-01-51700	
	Check Total:	131.79			

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
Vendor: 1578 3106890702	PITNEY BOWES GLOBAL FINANCIAL SERVICES, LLC Lease for postage machine	879.60	11/22/2024	Check Sequence: 89 10-01-50930	ACH Enabled: False
	Check Total:	879.60			
Vendor: 4960 30940	PORTER LEE CORPORATION Replacement battery	49.00	11/22/2024	Check Sequence: 90 10-20-60630	ACH Enabled: False
	Check Total:	49.00			
Vendor: 8126 23138	PRAEDIUM VALUATION GROUP Appraisal for village owned property 10500 Gra	2,150.00	11/22/2024	Check Sequence: 91 10-12-50540	ACH Enabled: False
	Check Total:	2,150.00			
Vendor: 2023 1/723380	RKD CONSTRUCTION SUPPLIES & EQUIPMENT, INC. Black beauty sand	155.00	11/22/2024	Check Sequence: 92 34-01-69600	ACH Enabled: False
	Check Total:	155.00			
Vendor: 0556 10970	ROSEMONT LANDSCAPING Senior grass cutting 100 cuts @\$27 each Oct202	2,700.00	11/22/2024	Check Sequence: 93 10-60-63550	ACH Enabled: False
	Check Total:	2,700.00			
Vendor: 2117 47443	ROZALADO & CO Janitorial services for PD (8/5-8/18)	1,631.33	11/22/2024	Check Sequence: 94 10-20-52600	ACH Enabled: False
47443	Janitorial services for VH, public works (8/5-8/1	1,381.80	11/22/2024	10-13-52800	
48779	Janitorial services for PD (10/14-10/27)	1,631.33	11/22/2024	10-20-52600	
48779	Janitorial services for VH, public works (10/14-1	1,381.80	11/22/2024	10-13-52800	
	Check Total:	6,026.26			
Vendor: 2419 PSI20042288	RUSO'S POWER EQUIPMENT Engine oil, shop supplies	57.23	11/22/2024	Check Sequence: 95 10-90-50110	ACH Enabled: False
	Check Total:	57.23			
Vendor: 1999 839670	SAFEBUILT, LLC Code updates, draft copy for October	300.00	11/22/2024	Check Sequence: 96 10-13-51650	ACH Enabled: False
839670	Permit sign offs for October	500.00	11/22/2024	10-13-40100	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
978730	Plan review for October	182.64	11/22/2024	10-13-40100	
978731	Plan review fire permits for October	2,041.21	11/22/2024	10-13-40100	
	Check Total:	3,023.85			
Vendor: 1630 J022648	SHERMAN MECHANICAL Install new hot water recirculating pump	2,411.00	11/22/2024	Check Sequence: 97 10-20-52600	ACH Enabled: False
	Check Total:	2,411.00			
Vendor: 4504 147633088-001	SITEONE LANDSCAPE SUPPLY Single straws	37.50	11/22/2024	Check Sequence: 98 10-90-62715	ACH Enabled: False
	Check Total:	37.50			
Vendor: 2961 239969	S-NET COMMUNICATIONS INC October phone bill	3,656.13	11/22/2024	Check Sequence: 99 10-02-51200	ACH Enabled: False
	Check Total:	3,656.13			
Vendor: 6228 50845	SOIL AND MATERIAL CONSULTANTS, INC Soil borings and infiltration testing at Washington	5,000.00	11/22/2024	Check Sequence: 100 65-10-88100	ACH Enabled: False
	Check Total:	5,000.00			
Vendor: 3795 P00306	STANDARD EQUIPMENT COMPANY Pipes, poles, hose, adapters, connects	1,488.62	11/22/2024	Check Sequence: 101 08-01-50035	ACH Enabled: False
	Check Total:	1,488.62			
Vendor: 3089 9265	STANDARD FENCING CO. INC. Remaining balance for fence repair	875.00	11/22/2024	Check Sequence: 102 34-02-63070	ACH Enabled: False
	Check Total:	875.00			
Vendor: 3223 903418841	STATE INDUSTRIAL PRODUCTS Station cleaning supplies	539.35	11/22/2024	Check Sequence: 103 10-30-62030	ACH Enabled: False
903418842	Station cleaning supplies	202.67	11/22/2024	10-30-62030	
903418936	Station cleaning supplies	673.36	11/22/2024	10-30-62030	
903474965	Station cleaning supplies	218.18	11/22/2024	10-30-62030	
903474966	Station cleaning supplies	218.18	11/22/2024	10-30-62030	

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
903540835	Primezymes, sewer solvents	1,673.88	11/22/2024	34-02-62880	
	Check Total:	3,525.62			
Vendor: 1565 8008761791	STERICYCLE, INC Monthly subscription	23.55	11/22/2024	Check Sequence: 104 10-20-60630	ACH Enabled: False
	Check Total:	23.55			
Vendor: 3221 216870	STRATUS NETWORKS Fiber line to PD, FD, pump house, VH Nov	4,860.28	11/22/2024	Check Sequence: 105 10-02-51200	ACH Enabled: False
	Check Total:	4,860.28			
Vendor: 0563 9207516683	STRYKER SALES, LLC Power cord for ambulance stretcher	29.95	11/22/2024	Check Sequence: 106 10-30-82080	ACH Enabled: False
	Check Total:	29.95			
Vendor: 2675 160535875-0001	SUNBELT RENTALS Rental of stump grinder	384.76	11/22/2024	Check Sequence: 107 10-90-62760	ACH Enabled: False
	Check Total:	384.76			
Vendor: 0103 T2504669	TECHNOLOGY MANAGEMENT REVOLVING FUND Communication charges	942.40	11/22/2024	Check Sequence: 108 07-01-51200	ACH Enabled: False
	Check Total:	942.40			
Vendor: 5670 11524	TERRAZON Refundable deposit for 10001 Grand Ave	2,500.00	11/22/2024	Check Sequence: 109 10-13-52920	ACH Enabled: False
	Check Total:	2,500.00			
Vendor: 3595 227556	THE BREWER COMPANY Tough stuff 1 gallon	28.32	11/22/2024	Check Sequence: 110 10-90-62070	ACH Enabled: False
	Check Total:	28.32			
Vendor: 1505 110124	THE JORDAN GROUP October public affairs, mkt, PR	6,000.00	11/22/2024	Check Sequence: 111 10-01-51880	ACH Enabled: False

Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
	Check Total:	6,000.00			
Vendor: 5313 1563	THOMAS HERRERA LANDSCAPING October grass cutting for vacant and foreclosures	825.00	11/22/2024	Check Sequence: 112 10-13-53000	ACH Enabled: False
	Check Total:	825.00			
Vendor: 3351 851000861	THOMSON REUTERS - WEST Monthly billing	261.57	11/22/2024	Check Sequence: 113 10-20-60560	ACH Enabled: False
	Check Total:	261.57			
Vendor: 5342 146469 146469	TRI-ANGLE SCREEN PRINT Pullover sweatshirts Pullover sweatshirts	188.50 188.50	11/22/2024 11/22/2024	Check Sequence: 114 34-01-60600 34-02-60600	ACH Enabled: False
	Check Total:	377.00			
Vendor: 2100 204529	TWO JS INDUSTRIES Exterior masonry repair at 9300 Belmont	38,675.00	11/22/2024	Check Sequence: 115 34-01-89400	ACH Enabled: False
	Check Total:	38,675.00			
Vendor: 5041 183306116	ULINE SHIPPING SUPPLY SPECIALISTS Message center sign with post	855.00	11/22/2024	Check Sequence: 116 10-90-62720	ACH Enabled: False
	Check Total:	855.00			
Vendor: 0160 104032661-1 114000640-1	UNITED RADIO COMMUNICATIONS Add faceplates to radio installation Speaker mics with active noise reduction (qty 4)	236.00 658.53	11/22/2024 11/22/2024	Check Sequence: 117 07-01-80600 07-01-80600	ACH Enabled: False
	Check Total:	894.53			
Vendor: 5425 9974822213 9974822214 9977260251 9977260251 9977260252	VERIZON WIRELESS Monthly cell phone charges for ESTB- Sept #98(Monthly cell phone charges for 911 portion-Sept Monthly cell phone charges for VOFPP water- Oc Monthly cell phone charges for VOFPP gen- Oct # Monthly parking meter charges Mctra- Oct #980	2,057.62 1,108.10 1,844.99 2,092.83 72.04	11/22/2024 11/22/2024 11/22/2024 11/22/2024 11/22/2024	Check Sequence: 118 07-01-51200 07-01-51200 10-02-80300 10-02-80300 41-01-65000	ACH Enabled: False

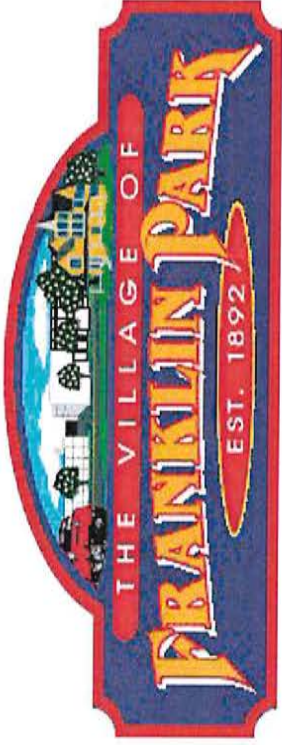
Invoice No	Description	Amount	Pmt Date	Acct Number	Reference
9977260253	Monthly tablet charges for water- Oct #9804314-	236.08	11/22/2024	34-01-80500	
9977260253	Monthly tablet charges for Admin- Oct #980431-	100.10	11/22/2024	10-02-80300	
	Check Total:	7,511.76			
Vendor: 2511	VESTIS			Check Sequence: 119	ACH Enabled: False
6020290104	Carpet service	131.61	11/22/2024	10-20-52600	
6020290105	Carpet service	199.77	11/22/2024	10-13-52600	
6020292269	Carpet service	199.77	11/22/2024	10-13-52800	
	Check Total:	531.15			
Vendor: 1379	VILLAGE AUTO BODY & TOWING			Check Sequence: 120	ACH Enabled: False
51903	Parts and labor (accident repair) #877	2,578.05	11/22/2024	10-20-50300	
51904	Parts and labor (accident repair) #879	3,138.00	11/22/2024	10-20-50300	
	Check Total:	5,716.05			
Vendor: 1299	W.S. DARLEY & COMPANY			Check Sequence: 121	ACH Enabled: False
17538664	Hose Appliance	40.22	11/22/2024	10-30-62010	
17542172	Turn out gear cleaner	187.83	11/22/2024	10-30-62030	
17542551	Firefighting gear- 5 sets	17,976.13	11/22/2024	10-30-62030	
17543216	Turn out gear	3,621.77	11/22/2024	10-30-62030	
17543217	Turn out gear	1,851.14	11/22/2024	10-30-62030	
	Check Total:	23,677.09			
Vendor: 0202	WATER PRODUCTS - AURORA			Check Sequence: 122	ACH Enabled: False
0325668	Two bolt couplings and Hymax grips	2,001.15	11/22/2024	34-01-62860	
0325669	Two bolt couplings	977.80	11/22/2024	34-01-62860	
	Check Total:	2,978.95			
Vendor: 0788	WENTWORTH TIRE SERVICE			Check Sequence: 123	ACH Enabled: False
40079379	Ambulance 481 tire repair	51.00	11/22/2024	10-30-50110	
	Check Total:	51.00			
Vendor: 1352	WILLIAM RYAN			Check Sequence: 124	ACH Enabled: False
1142024	Prosecutor services, Oct2024	4,000.00	11/22/2024	10-72-62570	

Invoice No	Description	Pmt Date	Amount	Acct Number	Reference
11424	Prosecutor services, Sept2024	11/22/2024	4,000.00	10-72-62570	
	Check Total:		8,000.00		
	Total for Check Run:		601,647.63		
	Total of Number of Checks:		124		

Accounts Payable

Manual Check Proof List

User: cperez
 Printed: 11/13/2024 - 4:18PM
 Batch: 00401.11.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 5702			CRYSTAL VIEW				
110124	5,000.00	11/01/2024	Deposit for Christmas lights installation	336418	11/01/2024	10-61-69580	
Total for Check	5,000.00						
Total for 5702	5,000.00						
Total Checks:	5,000.00						

Accounts Payable

Manual Check Proof List

User: cperez

Printed: 11/13/2024 - 3:24PM

Batch: 00413.11.2024



Invoice No	Amount	Payment Date	Description	Check Number	Date	Acct Number	reference
Vendor: 0399			HAGGERTY FORD, INC.				
F82053	75,516.00	11/13/2024	Purchase of 2024 Ford F550 Chassis	336508	11/13/2024	34-01-80300	
Total for Check	75,516.00						
F82055	57,356.00	11/13/2024	Purchase of 2024 Ford F350 Chassis	336509	11/13/2024	34-01-80300	
Total for Check	57,356.00						
F82054	54,431.00	11/13/2024	Purchase of 2024 Ford F350	336510	11/13/2024	34-01-80300	
Total for Check	54,431.00						
Total for 0399	187,303.00						
Vendor: 3811			MID CENTRAL WATER WORKS AS				
111224	360.00	11/13/2024	Seminar for 11/13/24	336507	11/12/2024	34-01-52000	
Total for Check	360.00						
Total for 3811	360.00						
Total Checks:	187,663.00						

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-VC- __

**AN ORDINANCE AMENDING CHAPTER FOUR OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
REGARDING BICYCLES, MOTORIZED BICYCLES AND MOTORIZED SCOOTERS**

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

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

ORDINANCE NUMBER 2425-VC- __

**AN ORDINANCE AMENDING CHAPTER FOUR OF TITLE SIX OF THE VILLAGE
CODE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS
REGARDING BICYCLES, MOTORIZED BICYCLES AND MOTORIZED SCOOTERS**

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

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) are charged with the responsibility of protecting the health, safety, and welfare of the residents of the Village; and

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

WHEREAS, the Corporate Authorities find that it is in the best interests of the residents of the Village to provide for the regulations herein specified to promote the health, safety, and welfare of the residents of the Village and the general public.

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. Chapter 4 (“*Bicycles*”) of Title 6 (“*Motor Vehicles and Traffic*”) of the Village Code of Franklin Park is hereby amended by deleting the following stricken language and adding the underlined language to read, as follows:

6-4-1. – Definition.

"Bicycle" is hereby defined as every device propelled by human power upon which any person may ride having two (2) or more wheels, any of which is sixteen (16) inches in diameter or greater.

“Motorized Bicycle” is hereby defined as a two or three wheeled bicycle with an automatic transmission that can travel up to thirty (30) miles per hour on level ground with a motor that produces less than four (4) gross brake horsepower with fully operative pedals for human propulsion or that can assist a rider with pedaling or with no pedals if powered solely by electric energy to power the bicycle without the assistance of a rider.

“Motorized Scooter” is hereby defined as a stand-up scooter powered by either a small internal combustion engine or electric hub motor in its front or rear wheel that is classified as a form of micromobility generally designed with a large center deck on which a rider stands.

6-4-2. License requirements.

- ~~(a) License required. It shall be unlawful for any person who resides within this village to ride or propel a bicycle within the village unless such bicycle has been licensed and a license plate or sticker is attached thereto as provided herein. Said license shall be obtained within thirty (30) days after the purchase of a bicycle.~~
- ~~(b) License fees. Every owner or operator of a bicycle who resides within the village shall pay an initial license fee of one dollar (\$1.00). Annual inspection of the same bicycle, although required, shall be at no additional cost. Loss of or damaged licenses will be replaced for a fee of twenty five cents (\$0.25).~~
- ~~(c) License application; issuance of license. Application for bicycle licenses shall be made to the village clerk. At the time of such application, the owner or operator shall furnish the village clerk with the following:
 - ~~(1) Village of Franklin Park inspection form.~~
 - ~~(2) Name and address of owner and/or operator of bicycle.~~
 - ~~(3) Make of bicycle.~~
 - ~~(4) Color, size and type of bicycle.~~
 - ~~(5) Manufacturer's serial number or one assigned by village police.~~~~

~~Upon application and payment of the fee as herein provided, the clerk shall issue or cause to be issued a license bearing the word "Bicycle", the license number assigned to the bicycle, name of the village for which the license has been purchased.~~

~~(d) Attachment of license.~~

- ~~(1) The owner or operator shall cause the license issued by the village clerk to be firmly attached to the frame of the bicycle for which issued.~~
- ~~(2) Loss of license or bicycle with license attached shall be reported immediately to the police department.~~
- ~~(3) No person shall remove a license from a bicycle except upon a transfer of ownership or in the event the bicycle is dismantled and no longer operated upon any street in the village.~~

6-4-3-2. Serial number.

It shall be unlawful to destroy, remove, alter, cover or deface the manufacturer's serial number on any bicycle, motorized bicycle or motorized scooter. It shall be unlawful for any person to own or have custody of a bicycle, motorized bicycle or motorized scooter on which the manufacturer's serial number has been destroyed, altered, removed, covered or defaced. In the event a bicycle, motorized bicycle or motorized scooter has been purchased which does not contain a manufacturer's serial number, the village police department shall stamp a number on the frame of the bicycle, motorized bicycle or motorized scooter and this number shall be considered the manufacturer's number.

6-4-4. Transfer of ownership.

~~Upon the sale or other transfer of a licensed bicycle, the licensee shall remove the license and may, upon proper application, but without payment of an additional fee, have said license assigned to another bicycle owned by the applicant.~~

6-4-5-3. Operation of bicycles, motorized bicycle or motorized scooter.

- (a) Safety equipment.
 - (1) Lights. If riding at night or any time when it is hard to see, a bicycle, motorized bicycle or motorized scooter must have a head lamp with a white light which can be seen five hundred (500) feet to the front. A red reflector or a red light must be on the rear of the bicycle, motorized bicycle or motorized scooter that can be seen for five hundred (500) feet.
 - (2) Sound warning devices. A horn or bell which can be heard at a distance of one hundred (100) feet must be attached to the bicycle, motorized bicycle or motorized scooter. Whistles or sirens are not permitted.
 - (3) Brakes. Any bicycle, motorized bicycle or motorized scooter used on any street or

sidewalk within this village shall be equipped with a reliable brake. This brake is to be good enough to skid the tire on dry pavement.

- (4) Additional safety standards. It is further required that a bicycle, motorized bicycle or motorized scooter meet the following additional safety standards:
- a. Tight handle grips.
 - b. Adjusted and tight seat, if applicable.
 - c. Good pedals and pedal action.
 - d. Proper chain slack (one inch) and safe chain condition.
 - e. Adjusted and tight handlebars.
 - f. Tight wheel cones - wheels must not wobble.
 - g. No broken spokes or missing spokes.
 - h. Good, properly inflated, tires.

(b) Traffic laws apply to persons riding bicycles, motorized bicycle or motorized scooter. Every person operating a bicycle, motorized bicycle or motorized scooter upon a street shall be subject to the provisions of the traffic ordinances of this village applicable to the driver of a vehicle, and except as to special regulations in this chapter and except as to those provisions of the ordinances which by their nature can have no application.

(c) Obedience to traffic control devices.

- (1) Any person operating a bicycle, motorized bicycle or motorized scooter shall obey the instructions of official traffic signals, signs and other control devices, applicable to vehicles, unless otherwise directed by a police officer.
- (2) Whenever authorized signs are erected, no person operating a bicycle, motorized bicycle or motorized scooter shall disobey the direction of any such sign except where such person dismounts from the bicycle to make such turn, in which event, such person shall obey the regulations applicable to pedestrians.

(d) Riding on bicycles, motorized bicycle or motorized scooter.

- (1) A person operating a bicycle, motorized bicycle or motorized scooter shall not ride other than upon or astride the permanent and regular seat attached thereto, nor carry any other person upon such bicycle, motorized bicycle or motorized scooter other than upon a firmly attached and regular seat thereon, nor shall any person ride upon a bicycle, motorized bicycle or motorized scooter other than as above authorized.
- (2) Speed. No person shall operate a bicycle, motorized bicycle or motorized scooter at a speed greater than is reasonable and prudent under the conditions then existing.

(e) Riding on right. Every person operating a bicycle, motorized bicycle or motorized scooter upon a street shall ride as near to the right hand side of the street as practicable, exercising due care when passing a standing vehicle or one proceeding in the same direction.

- (f) Emerging from alley or driveway. The operator of a bicycle, motorized bicycle or motorized scooter emerging from an alley, driveway or building shall, upon approaching a sidewalk or the sidewalk area extending across any alleyway, yield the right-of-way to all pedestrians approaching on said sidewalk or sidewalk area, and upon entering the street shall yield the right-of-way to all vehicles approaching on said street.
- (g) Clinging to vehicles. No person riding upon any bicycle, motorized bicycle or motorized scooter shall attach the bicycle, motorized bicycle or motorized scooter or the person to any vehicle.
- (h) Riding in a group. Persons operating bicycles, motorized bicycle or motorized scooter upon a street shall ride single file except on paths or parts of streets set aside for the exclusive use of bicycles, motorized bicycle or motorized scooter.
- (i) Carrying articles. No person operating a bicycle, motorized bicycle or motorized scooter shall carry any package, bundle or article which prevents the rider from keeping both hands upon the handlebars.
- (j) Parking. No person shall park a bicycle, motorized bicycle or motorized scooter upon a street other than against the curb or upon a sidewalk in a rack to support the bicycle, motorized bicycle or motorized scooter, or against a building or at the curb in such a manner as to afford the least obstruction to pedestrian or vehicular traffic.
- (k) Riding on sidewalks.
 - (1) No person shall ride a bicycle, motorized bicycle or motorized scooter upon a sidewalk within a business district.
 - (2) The chief of police is authorized by the village board to erect signs on any sidewalks or streets prohibiting the riding of bicycles, motorized bicycle or motorized scooter thereon by any persons, and when such signs are in place, no person shall disobey same.
 - (3) Whenever any person is riding a bicycle, motorized bicycle or motorized scooter upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before overtaking and passing such pedestrian.

6-4-6-4. Parent's responsibility.

The parents of any child and the guardian of any ward shall not authorize or knowingly permit any child or ward to violate any of the provisions of this chapter, and any parent or guardian authorizing or knowingly permitting such violation shall, upon conviction thereof, be guilty of a misdemeanor and shall be punished by imposition of the penalties provided for herein.

6-4-7-5. Buying or selling bicycles.

Every person engaged in the business of buying, selling or exchanging bicycles, motorized bicycle or motorized scooter in the village shall maintain for five (5) years a record containing the name, color, type and serial number of each bicycle, motorized bicycle or motorized scooter bought, sold or exchanged and shall contain the name and address of each person buying, selling

or exchanging a bicycle, motorized bicycle or motorized scooter, which record shall be open to inspection by a representative of the police department during reasonable business hours.

6-4-8-6. Rental agencies.

A rental agency shall not rent or offer to rent any bicycle, motorized bicycle or motorized scooter unless the bicycle, motorized bicycle or motorized scooter is licensed and the license plate is firmly attached as provided herein and such bicycle is equipped with lamps and other equipment as required in this chapter.

6-4-9-7. Enforcement.

Any person found guilty of violating any of the provisions of this chapter may be fined not less than one dollar (\$1.00) nor more than fifty dollars (\$50.00) for each violation.

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

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

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

(Intentionally Left Blank)

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

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE 2025–2026 ROADWAY IMPROVEMENTS PROGRAM BY AND BETWEEN
BAXTER & WOODMAN, INCORPORATED AND THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS**

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

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

ORDINANCE NUMBER 2425-G- __

**AN ORDINANCE APPROVING AN ENGINEERING SERVICES AGREEMENT
FOR THE 2025–2026 ROADWAY IMPROVEMENTS PROGRAM BY AND BETWEEN
BAXTER & WOODMAN, INCORPORATED AND THE VILLAGE OF FRANKLIN
PARK, COOK COUNTY, ILLINOIS**

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

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

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

Section 2. The Engineering Services Agreement for the 2025-2026 Roadway Improvements Program by and between Baxter & Woodman, 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 substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Village President or Village Engineer, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, attorneys, and engineers 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 November 2024, pursuant to a roll call vote, as follows:

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A
Agreement



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No Agreement For MFT PE Agreement Type Original

LOCAL PUBLIC AGENCY Franklin Park Cook 24-00088-00-RS Project Number Contact Name Dafne Henriquez Phone Number (847) 671-8308 Email dhenriquez@vofp.com

SECTION PROVISIONS Local Street/Road Name Various Streets Key Route Length Structure Number N/A Location Termini Various Add Location Remove Location

Project Description The project consists of Preliminary Engineering for proposed roadway improvements. ENGINEER's Project No. 2401089.

Engineering Funding MFT/TBP State Other RBI Anticipated Construction Funding Federal MFT/TBP State Other RBI/Local

AGREEMENT FOR Phase I - Preliminary Engineering Phase II - Design Engineering

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

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

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

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean: Regional Engineer Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation Resident Construction Supervisor Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT In Responsible Charge Contractor A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

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

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (BLR 05513 or BLR 05514)
- EXHIBIT E : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)
- Exhibit F: Cost Estimate of Consultant Services
- _____
- _____

I. THE ENGINEER AGREES,

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

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the Professional Services Selection Act (50 ILCS 510) (Exhibit C).
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER

shall be due and payable to the ENGINEER.

(c) For Non-Federal County Projects - (605 ILCS 5/5-409)

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

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

Method of Compensation:

Percent

Lump Sum

Specific Rate \$84,625.00 (Maximum Fee \$150,000)

Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

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

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

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

III. IT IS MUTUALLY AGREED,

1. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT; the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
2. That the ENGINEER shall be responsible for any all damages to property or persons out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
3. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such materials becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

4. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred prior to receipt of notice of suspension. In addition, upon the resumption of services the LPA shall compensate the ENGINEER, for expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
5. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
6. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
7. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State, local) terminated for cause or default.

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

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

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

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

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

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

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

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

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

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

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Baxter & Woodman, Inc.	36-2845242	\$84,625.00
Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Subconsultant Total		
Prime Consultant Total		\$84,625.00
Total for all work		\$84,625.00

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The

Local Public Agency Type	Village
--------------------------	---------

 of

Local Public Agency	Franklin Park
---------------------	---------------

By (Signature & Date)

--

By (Signature & Date)

--

Local Public Agency

Franklin Park

Local Public Agency Type

Village

 Clerk

Title

Village President

(SEAL)

Executed by the ENGINEER:

Attest: Prime Consultant (Firm) Name

Baxter & Woodman, Inc.


By (Signature & Date)

 11/4/24
--

Title

Deputy Secretary

By (Signature & Date)

 11/4/24

Title

Vice President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

--

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00088-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

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

1. EARLY COORDINATION AND DATA COLLECTION
 - 1.1 Data Collection: Obtain, review, and evaluate the following information for use in design:
 - a. Utility Atlases
 - b. ROW, GIS, and property data
 - c. Maintenance and flooding records
 - 1.2 Field evaluation: Perform a field evaluation of the condition of existing pavements, drainage structures, sidewalk ramps, and curb and gutter for use in design. Estimate quantities of pavement repair.
 - 1.3 Utility Locates & Coordination: Contact JULIE to identify utilities that have facilities along the project limits. Request utility atlas maps and plot approximate locations and sizes of existing utilities in electronic drawings. Submit pre-final and final plans to utility companies to verify utility locations so conflicts and relocation efforts can be identified. Provide ongoing reviews of permitting and utility relocation efforts as requested by the Village. Prepare "Status of Utilities to be Adjusted" special provision in accordance with IDOT District 1 requirements, which provides the contractor with the duration of utility relocation work, status of utilities to be watched and protected within the project limits, and pertinent information for the contractor to develop a work schedule to meet the requirements for the project.
2. GEOTECHNICAL INVESTIGATION Pavement Cores: Take 36 pavement cores of the surface and base material for determining the composition of the existing pavement material within the project limits. Sample subgrade for pH testing.
3. CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) Perform a "Potentially Impacted Property" (PIP) evaluation for completion of the LPC-662 Form. Baxter and Woodman will evaluate current Federal and State environmental agency records for the site by obtaining a radius "style" map report. A Review of the Radius Report will determine portions of the project likely impacted by PIPs. Collect subsurface soil samples and submit for pH analysis at a NELAP accredited laboratory. Soils samples must be collected from representative intervals from non-PIP portions of the project. Prepare a letter report summarizing the activities and results of the investigation(s). The report will include pertinent PIP and laboratory testing results.
4. PLAN PREPARATION
 - 4.1 Estimate of Cost and Time: Prepare summary of quantities, estimate of time, schedules of materials, and an engineer's estimate of cost.
 - 4.2 Specifications: Prepare special provisions in accordance with Village guidelines to specify items not covered by the Standard Specifications for Road and Bridge Construction.
 - 4.3 Roadway Design: Prepare schematic plan sheets (no topo survey) for the roadway design including improvement limits, driveway repairs, rehabilitation strategy, ADA sidewalk improvements, utility structure adjustments, pavement marking, and note special instructions to the Contractor.
 - 4.4 Detailed Drawings: Complete required plan sheets required for bidding including Cover, General Notes, Summary of Quantities, Schedule of Quantities, Typical Sections, Plan, and Pavement Markings.
5. QA/QC Perform in-house peer and milestone reviews by senior staff during prefinal and final submittals. Provide ongoing reviews of utility coordination efforts.
6. ASSIST BIDDING Provide design assistance and clarification for bid documents. Assist the Village with coordination and scheduling during the bid process. Provide documents for bidding and assist the Village as necessary, attend bid opening to receive and evaluate bids, tabulate bids, and make a recommendation to the Village for an award of contract.
7. PROJECT COORDINATION Project Management: Plan, schedule, and control the activities that must be performed to complete the project including budget, schedule, and scope. Complete required IDOT forms for using RBI funds. Coordinate with Village and project team to ensure the goals of the project are achieved. Prepare and submit monthly invoices to the Village.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00088-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Notice to Proceed: November 18, 2024
Plans, Specifications and Estimates to IDOT: January 2025
Target Bid Opening: March 2025
Start Construction: May 2025

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Franklin Park	Baxter & Woodman, Inc.	Cook	24-00088-00-RS

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

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

Form Not Applicable (engineering services less than the threshold)



Direct Costs Check Sheet

Prime Consultant Name: **Baxter & Woodman, Inc.** PTB Number: _____ State Job Number(s): _____

Prime Supplement Date: _____

Consultant: _____

Item	Allowable	Utilize W.O. Only	Quantity J.S. Only	Contract Rate	Total
Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)	<input type="checkbox"/>			
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost	<input type="checkbox"/>			
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval	<input type="checkbox"/>			
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum	<input type="checkbox"/>			
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	<input type="checkbox"/>	15	\$65.00	\$975.00
Vehicle Rental	Actual cost (Up to \$55/day)	<input type="checkbox"/>			
Rental Vehicle Fuel	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Tolls	Actual cost	<input type="checkbox"/>			
Parking	Actual cost	<input type="checkbox"/>			
Overtime	Premium portion (Submit supporting documentation)	<input type="checkbox"/>			
Shift Differential	Actual cost (Based on firm's policy)	<input type="checkbox"/>			
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/MyIars (In-house)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Copies of Deliverables/MyIars (Outside)	Actual cost (Submit supporting documentation)	<input type="checkbox"/>			
Project Specific Insurance	Actual cost	<input type="checkbox"/>			
Monuments (Permanent)	Actual cost	<input type="checkbox"/>			
Photo Processing	Actual cost	<input type="checkbox"/>			
2-Way Radio (Survey or Phase III Only)	Actual cost	<input type="checkbox"/>			
Telephone Usage (Traffic System Monitoring Only)	Actual cost	<input type="checkbox"/>			

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK
COUNTY, ILLINOIS DETERMINING THE ESTIMATED PROPERTY
TAXES TO BE LEVIED FOR THE 2024 TAX YEAR**

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

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

ORDINANCE NUMBER 2425-G-__

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS DETERMINING THE ESTIMATED PROPERTY TAXES TO BE LEVIED FOR THE 2024 TAX YEAR

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 Truth-in-Taxation Law, (*35 ILCS 200/18-55 et seq.*) requires the Village President and Board of Trustees of the Village of Franklin Park, Cook County, Illinois (the “*Corporate Authorities*”) to determine the amounts of money estimated to be necessary to be raised by taxation for that particular year upon the taxable property within 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 Corporate Authorities hereby determine that the estimated aggregate tax levy amount for the 2024 tax year is \$16,734,514.00.

Section 3. The Corporate Authorities hereby determine that a hearing, as contemplated under 35 ILCS 200/18-70, shall not be required as the estimated levy is less than 105% of the amount extended upon the final aggregate levy of the preceding year.

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 November 2024, pursuant to a roll call vote, as follows:

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A LETTER OF INTENT WITH VME DEVELOPMENT
TO PURCHASE AND DEVELOP TWO VILLAGE OWNED VACANT
LOTS COMMONLY KNOWN AS 10500 WEST GRAND AVENUE,
FRANKLIN PARK, ILLINOIS**

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

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

ORDINANCE NUMBER 2425-G- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS APPROVING A LETTER OF INTENT WITH VME DEVELOPMENT
TO PURCHASE AND DEVELOP TWO VILLAGE OWNED VACANT
LOTS COMMONLY KNOWN AS 10500 WEST GRAND AVENUE,
FRANKLIN PARK, 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, the Village is the record-title owner of unimproved Lot 1 (East Parcel 36,950 sf.) and unimproved Lot 2 (West Parcel 33,550 sf.) on the North Side of Grand Avenue and West on Mannheim Road, commonly known as 10500 West Grand Avenue, Franklin Park, Illinois, identified by permanent index numbers (PINs) 12-29-203-065-0000 and 12-29-203-066-0000 (or portions thereof), and as depicted and legally described on Exhibit A, copies of which are attached hereto and made a part hereof (collectively the “*Property*”); and

WHEREAS, the Village has actively marketed the Property for sale and development for several years; and

WHEREAS, VME Development (the “*Developer*”) has expressed an interest in developing the Property provided it is given a period of time to conduct marketing efforts to commercial users and complete due diligence research on the Property for the development of the Property; and

WHEREAS, the President and Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have determined it is in the best interests of the health, safety, and welfare of the residents of the Village to approve a Letter of Intent from the Developer in order to

provide the Developer an exclusive period of time to market and investigate the Property and subsequently enter into an agreement with the Village on terms and conditions acceptable to the Village for the sale and development of the Property; and

WHEREAS, the Corporate Authorities find that it is in the public interest to enter into the Letter of Intent with the Developer to eliminate ongoing blighted conditions at and around the Property while providing for additional commercial development on Grand Avenue.

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 Letter of Intent, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved, substantially in the form presented to the Board of Trustees of the Village, with any and all such changes, substantive or otherwise, as may be authorized by the Director of Community Development or Village Attorney, the execution thereof by the Village President to constitute the approval of the Corporate Authorities of any and all changes or revisions therein contained.

Section 3. The officials, officers, employees, engineers and attorneys of the Village are hereby authorized to undertake actions on the part of the Village as contained in this Ordinance and the Letter of Intent to complete satisfaction of the provisions, terms or conditions stated therein, including any required property actions on behalf of the Village.

Section 4. The President and Village Clerk are hereby authorized to undertake all necessary actions and execute any documents herein required.

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 November 2024, pursuant to a roll call vote, as follows:

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

Exhibit A

Letter of Intent
Aerial View and Legal Description



November 14, 2024

Mark Zeglen
VME Development LLC
6577 N Avondale Ave.
Chicago, IL 60631

Re: Letter of Intent to Market Lots 1 and 2 to Commercial Users; 10500 West Grand Avenue Franklin Park, Illinois

Dear Village President Petersen:

This Letter of Intent (the "LOI") is meant to set out key terms upon which VME Development will purchase and develop the Property from the Village of Franklin Park, Illinois. The Purchaser and Seller shall also be referred to as the "Parties." Key terms are as follows:

- Purchaser:** VME Development
- Seller:** Village of Franklin Park, Cook County, Illinois.
- Property:** Lot 1 (East Parcel 36,950 sf.) and Lot 2 (West Parcel 33,550 sf.) on the North Side of Grand Avenue owned by Seller; commonly known as 10500 West Grand Avenue Franklin Park, Illinois, identified by permanent index numbers (PINs) 12-29-203-065-0000 and 12-29-203-066-0000 (or portions thereof), and as depicted and legally described on Exhibit A, copies of which are attached hereto and made a part hereof.
- Purpose:** Provide Purchaser with an exclusive period of time to actively market the Property to commercial users and perform needed due diligence while allowing Purchaser to prepare preliminary site plans and obtain financing for commercial development of the Property during the Term of this LOI. Provide Seller with opportunity to review Purchaser's proposed commercial users and development plan for the Property. To allow Parties to undertake good faith efforts to negotiate Agreement before the expiration of the Term of this LOI.
- Deposit:** Purchaser shall pay the nonrefundable amount of One Thousand Dollars (\$1000.00) to Seller to acquire from Seller an exclusive period of time to market the Property to potential commercial users and Seller agrees to not actively market the Property to any other potential purchaser or developer. Purchaser's exclusive period of

VME Development LLC
6577 N Avondale Ave.
Chicago, IL 60631
(312) 543-2729
Mark@vmedevelopment.com



time to market the Property to commercial uses for the development of the Property shall begin on December 1, 2024, and automatically terminate on May 31, 2025.

- Agreement:** The Parties shall use reasonably good faith efforts to enter into an Agreement containing additional negotiated terms and conditions acceptable to both Parties prior to the termination of this LOI for the purchase and development of the Property. It is the intent of the Parties that the terms of this LOI will be incorporated into the Agreement. The Agreement shall be subject to approval by the Corporate Authorities of the Village, in their sole discretion. The Parties shall not be legally bound unless specifically required herein until the Agreement has been fully executed. Either party shall have the right to terminate negotiations at any time. If the Parties fail to enter into an Agreement, no liability shall be incurred by any Party.
- Purchase Price:** Purchase Price in Agreement of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) paid by Purchaser to Seller. Purchaser to take Property in "as is" condition. Cash at closing to Seller. Financing and zoning contingency in Agreement for development of commercial users for the Property.
- Earnest Money:** Within fifteen (15) business days after execution of the Agreement, the Purchaser shall deposit earnest money in the amount of Fifty Thousand and 00/100 Dollars (\$50,000.00) with a title insurance company to be credited to the Purchase Price at Closing or returned to Purchaser if Agreement is terminated during any due diligence period contained in the Agreement.
- Due Diligence:** Within ten (10) business days after the Effective Date of this LOI, Seller shall provide Purchaser with all documentation in its possession pertaining to the Property. Seller agrees to allow Purchaser, or its advisors, consultants, contractors, and agents, to enter the Property and undertake or perform inspections of the Property as deemed necessary by Purchaser. Purchaser shall provide Seller with advanced notice of any such entry on the Property and provide appropriate certificate(s) of insurance to Seller satisfactory to it for Purchaser to perform any such Due Diligence on the Property.
- Expenses:** Purchaser shall be responsible for any and all of its fees, costs, or expenses as well as any and all of its advisors, consultants, engineers, financiers, and attorneys that are directly or indirectly related to this LOI or the Agreement. Under no circumstances shall



Purchaser seek reimbursement from the Village for any such cost or expense related to this LOI or the Agreement.

Assignment: Purchaser shall not assign or otherwise transfer all or any part of this LOI or the Agreement without the express written consent of the Seller, in its absolute sole discretion.

Conveyance: Conveyance to Purchaser by Seller of the Property in Agreement shall be by Quit Claim Deed. Title policy shall be obtained from a reputable national title company in the amount of the Purchase Price. Title shall be free and clear of title encumbrances and defects. Seller shall deliver possession of the Property at Closing.

Closing: Closing in Agreement shall occur at title insurance company on a date mutually agreeable by Seller and Purchaser. Real estate taxes are exempt on the Property.

Commission: Purchaser shall pay all broker or agent commission involved in this transaction and Seller warrants to Purchaser that it has not retained any broker or agent for this transaction.

Confidentiality: No press release or other publicity statement will be issued by the Purchaser concerning any proposed transaction or commercial user without the written consent of the Village.

Purchaser's Documents: Purchaser agrees to provide the Seller with a copy of all documents, materials and reports acquired by or prepared for the Purchaser pertaining to its due diligence on the Property before the conclusion of the Term of this LOI.

Governing Law: This LOI and the Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. If there is a lawsuit or action under this LOI or any Agreement, the Parties agree to submit to the jurisdiction of the County of Cook, the State of Illinois, or the United States District Court for the Northern District of Illinois. If any litigation occurs, the Parties shall be solely responsible for their own attorney fees and cost.

Effective Date: The date first written below shall be deemed the Effective Date of this LOI.

Term: This LOI shall start on the Effective Date and terminate on May 31, 2025, or the effective date of any Agreement between the



Parties, whichever is earliest in time. Calculation of any time-period shall start with and include the day of the Effective Date.

The Parties further agree that: (a) no party has any reasonable expectations that the transaction contemplated herein will be consummated prior to entering into an Agreement; (b) no party is intending to cause the other to rely on its action, inaction, or statement made (or not made) during negotiations of this LOI or the Agreement; and (c) no party is under a binding obligation to the other except as specifically providing for the exclusive marketing of the Property granted by Seller to Purchaser for consideration of the Deposit, as herein provided. Any actions taken and expenses incurred prior to entering into the Agreement are taken at the Parties' own risk and will not be deemed to evidence the existence of any understanding or Agreement, nor shall they give rise to any claim against the other. In the event of any discrepancies between the LOI and the Agreement, the terms and conditions of the Agreement will control.

This LOI is solely intended as a proposal of the basic understanding for the conveyance and development of the Property, and it is understood and agreed that the Parties are under no binding obligation until an Agreement is executed, except for the Deposit of Purchaser and its retainage by Seller, as herein provided.

By: [Signature]

Name: VME Development

Its: Division of Strategic Partnerships

Dated: 11/14/24

ACCEPTED AND AGREED TO THIS 20th DAY OF NOVEMBER 2024.

SELLER,

Village of Franklin Park, Illinois

By: _____
Village President

ATTEST:

VillageClerk



Exhibit A

Aerial View and Legal Description

VME Development LLC
6577 N Avondale Ave.
Chicago, IL 60631
(312) 543-2729
Mark@vmedevelopment.com

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-G- __

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

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

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

ORDINANCE NUMBER 2425-G-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS ESTABLISHING SALARY SCHEDULES AND OTHER COMPENSATION**

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. That the employees, officers, and officials of the Village, as herein provided, shall be paid in accordance with the following schedule, and as subsequently calculated as herein provided, or until such further action by the Board of Trustees. Except where indicated otherwise, the amounts set forth opposite the position are stated in terms on an annual basis. For exempt employees, the amount indicated as an annual amount is the upper limit of compensation to be paid. For payroll adjustment purposes, the computation of payment based on hourly amounts for non-salaried employees where an annual amount of compensation has been provided appears after the annual statement in parentheses. The stated amount is used for computation for a given pay period. The salary schedule for Village employees, officers, and officials is as follows:

Elected Officials

(Annual salary to commence with new term of office):

President – Full Time.....	\$99,500.00
Village Clerk – Full Time	\$60,000.00
Village Trustee.....	\$20,000.00

Administrative

(40 hours per week – unless otherwise indicated):

Executive Assistant to the Mayor	\$55,577.60	(\$26.72)
Deputy Comptroller / Office Manager*	\$87,125.00	

Treasurer – Part Time*	\$25,625.00	
Administrative Clerk I	\$50,315.20	(\$24.19)
Administrative Clerk II	\$45,676.80	(\$21.96)
Administrative Clerk III – Part Time		\$20.00 per hr.
Administrative Clerk IV – Part Time		\$18.00 per hr.
IT Director*	\$128,125.00	
Deputy IT Director*	\$76,875.00	
System Administrator*	\$41,600.00	
Director, Building Department*	\$100,000.00	
Deputy Director of Building*	\$97,375.00	
Administrative Assistant / Building Department	\$52,374.40	(\$25.18)
Building Department Clerk I	\$45,676.80	(\$21.96)
Building Department Clerk II	\$42,681.60	(\$20.52)
Code Enforcement Officer I	\$70,491.20	(\$33.89)
Code Enforcement Officer II	\$62,441.60	(\$30.02)
Code Enforcement Officer III	\$55,660.80	(\$26.76)
Code Enforcement Officer IV	\$54,808.00	(\$26.35)
Backflow Prevention Inspector	\$54,808.00	(\$26.35)
Fire Prevention Bureau Director*	\$76,107.00	
Health Inspector – Part Time		\$30.87 per hr.
Director of Community Development*	\$107,625.00	
Senior Planners*	\$87,125.00	

Planner*	\$65,000.00	
Director of Human Resources & Operations*	\$150,732.34	
Human Resource Assistant	\$53,456.00	(\$25.70)
Meals on Wheels Program Drivers		\$18.45 per hr.
Office of the Village Clerk		
(40 hours per week unless otherwise indicated):		
Deputy Clerk – Full Time	\$48,089.60	(\$23.12)
Clerk’s Assistant – Part Time		\$18.45 per hr.
Fire Department		
(50.14 hours per week unless otherwise indicated):		
Fire Chief – 40 hours per week*	\$144,297.33	
Battalion Chiefs	\$125,761.68	(\$48.24)
Police Department		
(40 hours per week unless otherwise indicated):		
Director of Police*	\$80,000.00	
Civilian Evidence Technician*	\$55,350.00	
Police Department Clerk I	\$46,176.00	(\$22.20)
Crossing Guards.....		\$18.45 per hr.
Auxiliary Officers		\$22.30 per hr.
Utilities, Streets, Forestry, Water and Sewer Department		
(40 hours per week unless otherwise indicated):		
Utilities Commissioner*	\$139,979.22	
Deputy Utilities Commissioner*	\$133,250.00	

Assistant Village Engineer*	\$73,800.00	
Sustainable Practices/Forestry/ Facilities Management Director*	\$98,517.88	
Fleet Maintenance Supervisor.....	\$77,562.00	(\$37.29)
Administrative Assistant/ Water Billing Specialist	\$55,577.60	(\$26.72)
Clerk II.....	\$47,174.40	(\$22.68)
Division Supervisor:		
Street Level I.....	\$97,905.60	(\$47.07)
Street Level II	\$77,563.20	(\$37.29)
Water.....	\$86,000.00	(\$41.35)
Sewer.....	\$81,933.60	(\$39.42)

Collective Bargaining Units:

Represented Employees.....Amounts as applicable and as pursuant to existing collective bargaining agreement.

Section 3(A). All non-union employees, officers and elected officials are eligible to participate in the Village employees' hospitalization, dental, short-term disability, and long-term disability insurance programs. Non-union employees shall be eligible for single and/or dependent coverage at their option. Elected officials shall only be eligible for single coverage, but the Village President shall be eligible for dependent coverage, commencing with the new term of office following the election in April 2009, provided the Village President performs as a full-time Village President, and the Village Clerk shall be eligible for dependent coverage, commencing with the new term of office following the election of April 2025, provided the Village Clerk performs as a full-time Village Clerk. The Village President shall be allowed to continue to participate in the Village's group health and dental insurance plan upon leaving office at any time for whatever reason with 100% of the premium for applicable coverage to be paid by the Village. With respect to non-union employees, the Village Comptroller is hereby directed to retain from payment of wages an amount equal to twenty percent (20%) of the health and dental insurance premiums assessable to the employee under the health and dental insurance program as elected by the employee. Such retained amounts shall be co-payments by the employee for participation in the Village's health insurance plan and program. The compensation of all elected officials elected on or after April 1, 2003 shall include 100% of the premium for single coverage under the Village's group health and dental insurance plan to be paid by the Village, for those elected officials who elect coverage; and after the election in April 2009, 80% of the premium for dependent coverage for the Village President, to be paid by the Village, if the Village President so elects said coverage; and

commencing with the new term of office following the election of April 2025, 80% of the premium for dependent coverage for the Village Clerk, to be paid by the Village, if the Village Clerk so elects said coverage.

Section 3(B). Non-union employees are hereby authorized to accumulate sick days. Upon retirement, these sick days, if sufficient, can be used to purchase up to one additional year of service under the Village's retirement plan (Illinois Municipal Retirement Fund – IMRF).

Section 3(C). That for purposes of determining the time of service to be eligible for progressing in steps where steps are provided for determining the salaries and other compensation involved in a position, the time of service is based solely upon active-duty service, the progression from steps being determined as a function of experience on the job, and absence from active duty shall not be included in calculation of service salary purposes.

Section 3(D). If a Non-union exempt employee with over thirty-five (35) years of active-duty service with the Village dies while employed on a full time basis and such employee participated in the Village's health and dental dependent coverage insurance program at the time of death, said employee's spouse and/or dependents shall be eligible to continue participation until such time as the spouse reaches the age of sixty-five and/or dependents the age of twenty-six, or for such time as deemed eligible under the Village's health and dental insurance plan. To maintain eligibility an amount equal to twenty percent (20%) of the health and dental insurance premiums or such applicable amount as assessed to all employees for similar insurance coverage must be paid monthly to the Village. Section 3(D) shall not apply to any elected official.

Section 3(E). Upon becoming a Registered Municipal Clerk through the Registered Municipal Clerk Training Program of the Municipal Clerks of Illinois organization, the salary of the Village Clerk shall be increased an additional \$15,000.00 per year commencing with the new term of office following the election of April 2025.

Section 3(F). The Local Liquor Control Commissioner shall be paid \$3,000.00 per month and the Village President shall receive a monthly car allowance of \$700.00 commencing with the new term of office following the election of April 2025.

Section 4. Salary Schedule Relationship to New Employee; Employees at New Position, and Periodic Review/ Evaluation of Employees.

The scheduled amount of compensation set forth in this Ordinance to the extent applied to positions other than those of officers and department heads or positions for which compensation is provided by other current ordinance of the Village other than the Appropriation Ordinance and the Tax Levy Ordinance or by contract, may be reduced or increased as to a particular position under the circumstance and in the manner as provided in this Section.

- 1) In the event that a new employee is being hired to fill a vacant or new position, the

employee shall be hired in an amount not to exceed the then current amount as provided for the position in this Ordinance. The amount of entry level compensation shall be recommended by the appropriate department head or supervisor and the Village Comptroller shall report the recommendation to the Board of Trustees for approval. All such recommendations shall be confidential and shall be based on the person's experience, skills, this Ordinance, the available funds remaining in the appropriations for the department or program involved, and such other matters deemed relevant by the person submitting the recommendation. Every new employee affected by the provision of this paragraph may be hired through a probationary status pending approval of salary amount as may be necessary by the Board of Trustees. Failure by the Board of Trustees to act on the recommendation within ninety (90) days of its submittal will constitute approval of the recommendation as submitted by the Village Comptroller.

- 2) In the event that a current employee is being transferred to fill a vacant or new position, that employee shall be paid no more than the amount set opposite the position that is being filled as provided in this Ordinance. In the event that an adjustment to the amount of compensation is deemed appropriate by the department head or immediate supervisor and the Village Comptroller, then the procedures as set forth in Paragraph (1) of this section shall be followed.
- 3) In the event that department head or supervisor of employees determines that the amount of compensation, after review and evaluation of the performance of an employee, is inappropriate and should be adjusted either upward or downward, then such person may prepare a written recommendation stating the reasons, in support of the recommended adjustment and the specific circumstances which occasioned review and evaluation of the employee's performance and a projection of the expected results that may be reasonably associated with the adjustment as they relate to performance and morale within the department affected and as to the individual employee. The recommendation shall be filed with the Village Comptroller who shall review it to determine whether the funds available by appropriation to the department are sufficient given the recommended adjustment. After review for that purpose, the Village Comptroller shall file, or cause to be filed, the recommendation with the Board of Trustees. No adjustment in the amount shall occur absent confirmation by the Village Comptroller as to the sufficiency of funds appropriated for such purposes and approval by the Board of Trustees.

Section 5. All wages and salaries set forth herein shall be in full force and effective on December 1, 2024, and shall be paid when funds become available for such purpose. All wages and salaries herein provided or amended shall apply and be paid only to current employees whose position of employment is in good standing as of the date of this Ordinance or officers duly qualified to hold such position as of the date of this Ordinance. Elected officials shall not receive any increase in salary under this Section.

Section 6. Any existing positions for which salaries are not stated or provided in this Ordinance shall continue to be compensated at the level of salary as last approved by the Board of Trustees for such positions except in the event of termination of the position or of the employee or reduction in compensation at which time this authorization shall cease.

Section 7. All positions listed above that have an asterisk (*) following the position are hereby designated as exempt employees and as such shall be considered salaried employees and not eligible for overtime compensation.

Section 8. This Ordinance, and its parts, are declared to be severable and any section, clause, provision, or portion of this Ordinance that is declared invalid shall not affect the validity of any other provision of this Ordinance, which shall remain in full force and effect.

Section 9. All ordinances, resolutions, motions, or orders in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 10. This Ordinance shall be in full force and effect immediately upon its passage and approval to ensure that public 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 November 2024, pursuant to a roll call vote, as follows:

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL ARELLANO
 VILLAGE CLERK

THE VILLAGE OF FRANKLIN PARK
COOK COUNTY, ILLINOIS

ORDINANCE

NUMBER 2425-Z-__

**AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY,
ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A “RECEPTION
FACILITY” AT A RESTAURANT IN THE C-2 COMMUNITY SHOPPING DISTRICT
(ZBA 24-10: 9755 GRAND AVENUE)**

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

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

ORDINANCE NUMBER 2425-Z- __

AN ORDINANCE OF THE VILLAGE OF FRANKLIN PARK, COOK COUNTY, ILLINOIS, GRANTING A CONDITIONAL USE TO ALLOW FOR A “RECEPTION FACILITY” AT A RESTAURANT IN THE C-2 COMMUNITY SHOPPING DISTRICT (ZBA 24-10: 9755 GRAND AVENUE)

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

WHEREAS, the President and the Board of Trustees of the Village of Franklin Park (the “*Corporate Authorities*”) have heretofore exercised the power conferred on them pursuant to Chapter 11-13-1, *et seq.*, of the Illinois Municipal Code by adopting the Franklin Park Zoning Ordinance in 1974 (Ord. 7475 Z10), as amended from time to time; and

WHEREAS, a conditional use application, ZBA 24-10, has been submitted to the Village by RENO Holdings, LLC and Rayo Operations, Inc., doing business as Villa Bella Banquets (the “*Applicant*”), as contract purchaser of the property commonly known as 9755 Grand Avenue, Franklin Park, Illinois and as legally described and depicted on Exhibit A (the “*Property*”); and

WHEREAS, the Applicant seeks a conditional use permit to allow a “reception facility” conditional use (the “*Proposed Conditional Use*”) on the Property, which is located within the C-2 Community Shopping District; and

WHEREAS, the Zoning Board of Appeals held a public hearing on November 6, 2024, on whether the Proposed Conditional Use should be approved, at which time all persons present were afforded an opportunity to be heard; and

WHEREAS, a public notice in the form required by law was given of said public hearing date; and

WHEREAS, the Zoning Board of Appeals has filed its findings of fact and recommendations that the Proposed Conditional Use be granted, and the Corporate Authorities have duly considered said findings of fact and recommendations; and

WHEREAS, the Corporate Authorities have determined, in the best interest of the health, safety and welfare of the residents of the Village, to grant the Proposed Conditional Use subject to the conditions identified herein.

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. 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 President and the Board of Trustees hereby adopt by reference the findings of fact of the Zoning Board of Appeals as findings of the President and the Board of Trustees as if completely set forth herein. All documents and exhibits submitted at the aforesaid public hearings are also incorporated by reference into this Ordinance.

Section 3. In addition to the findings set forth in Section 2 hereof, the President and the Board of Trustees further finds in relation to the Proposed Conditional Use as follows:

1. The establishment, maintenance, or operation of the Proposed Conditional Use, subject to the conditions set forth herein, will not be detrimental to, or endanger the public health, safety, or welfare;
2. The Proposed Conditional Use, subject to the conditions set forth herein, will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;

3. The Proposed Conditional Use, subject to the conditions set forth herein, will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the C-2 Community Shopping District;
4. Adequate utilities, access roads, drainage and/or necessary facilities for the Proposed Conditional Use have been or are being provided at the Property;
5. Adequate measures have been or will be taken to provide ingress and egress for the Proposed Conditional Use, subject to the conditions set forth herein, designed to minimize traffic congestion in the public streets; and
6. The Proposed Conditional Use shall, in all other respects, conform to the applicable regulations of the C-2 Community Shopping District, except as such regulations may, in each instance, be modified by the Board of Trustees pursuant to the recommendations of the Zoning Board of Appeals.

Section 4. A Conditional Use, subject to the conditions set forth below, is hereby granted and issued to RENO Holdings, LLC and Rayo Operations, Inc., doing business as Villa Bella Banquets, for the operation of a “reception facility” in the C-2 Community Shopping District on the property commonly known as 9755 Grand Avenue, Franklin Park, Illinois and as legally described and depicted on Exhibit A.

This conditional use permit is subject to the following conditions:

1. That the Applicant adheres to Section 9-9-3(R) of the Franklin Park Zoning Ordinance regarding reception facility standards;
2. That the Conditional Use complies at all times with all other applicable codes, regulations, and ordinances of the Village of Franklin Park;
3. That this Conditional Use shall be limited to Applicant, and shall not be transferable except upon reapplication, hearing and approval in the manner provided in the Franklin Park Zoning Ordinance; and
4. This Ordinance shall be signed by the Applicant to signify acknowledgement of the terms hereof.

Section 5. The Applicant hereunder shall at all times comply with all Village

regulations and the terms and conditions of the Conditional Use and in the event of non-compliance, said Conditional Use shall be subject to revocation by appropriate legal proceedings.

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 following its passage, approval and publication in pamphlet form 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 November 2024, pursuant to a roll call vote, as follows:

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

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

 BARRETT F. PEDERSEN
 VILLAGE PRESIDENT

ATTEST:

 APRIL J. ARELLANO
 VILLAGE CLERK

Exhibit A

Legal Description

LOTS 12, 13, 14 AND 15 IN TONARNTOM ADDITION TO FRANKLIN PARK, BEING A SUBDIVISION IN THE EAST 1/2 OF THE EAST 1/2 OF SECTION 28, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Address: 9755 Grand Avenue, Franklin Park, Illinois

PIN: 12-28-401-011-0000, 12-28-401-012-0000, 12-28-401-013-0000, and 12-28-401-014-0000

ACKNOWLEDGMENT BY APPLICANT: THE UNDERSIGNED AUTHORIZED REPRESENTATIVES ACKNOWLEDGE THE CONDITIONS OF THIS ORDINANCE:

RENO Holdings, LLC, an Illinois limited liability company

Rayo Operations, Inc., an Illinois corporation

By: _____

By: _____

Its: _____

Its: _____

Dated: _____

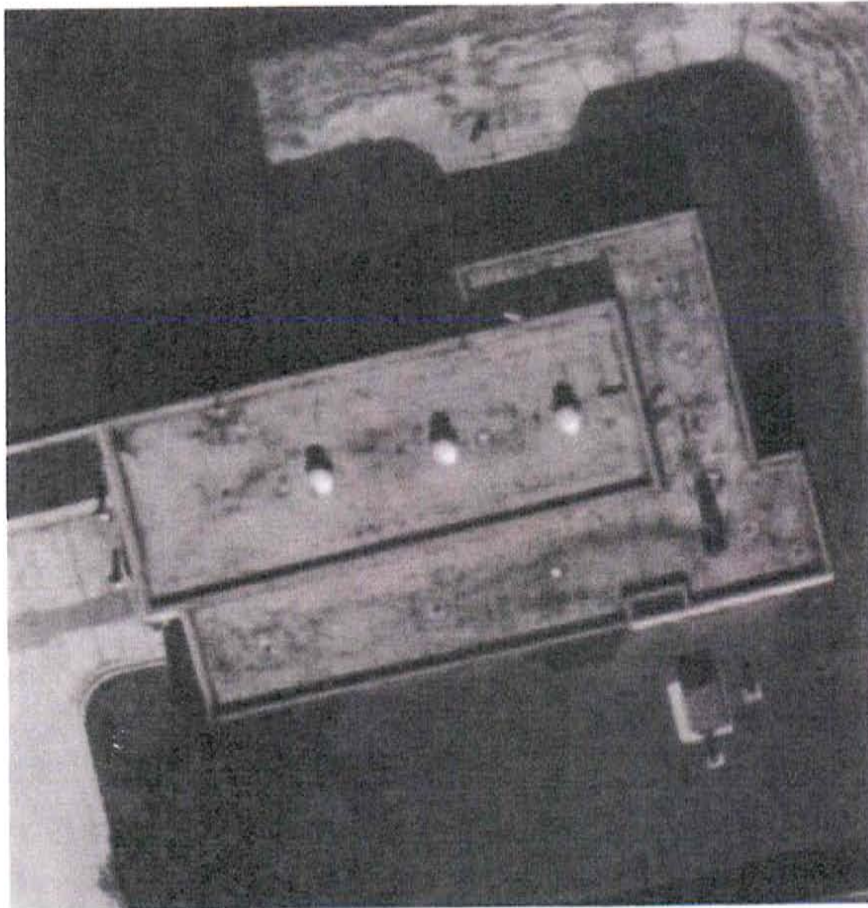
Dated: _____

AERIAL VIEW



Source: Cook County GIS

Note: Lot 1 is highlighted in blue and Lot 2 is outlined in red.



COMMERCIAL ROOF PROPOSAL

OCT 08, 2024

JOE THOMAS

11030 King St
Franklin Park, IL
60131
tmccabe@smithlasalle.com

raul@rmvroofing.com
2247034162





INTRODUCTION

Prepared for Joe Thomas: Utilities Commissioner
RE: 11030 King St, Franklin Park, IL 60131

At your request, RMV Roofing Solutions is delighted to provide the following proposal for the roofing work to be performed at the above-referenced location. The following is our pledge to deliver a comprehensive watertight solution.

Scope Of Work

Mobilization:

- Deliver all necessary materials, equipment, and safety gear to the site. Ensure the area is properly secured and that all safety protocols are followed, including the use of OSHA-compliant fall protection.

Existing Roof Removal:

- Remove the existing roofing system down to the concrete deck. This includes any membrane, insulation, and old roofing materials.
- Properly dispose of all debris off-site in accordance with local regulations.


Deck Inspection:

- Inspect the concrete deck for any signs of damage or deterioration once the existing roofing materials are removed.
- Any deck repairs or replacements will be performed on a time and material basis (not included in this scope).

Insulation Installation:

- First Layer of ISO Insulation:
 - Install the first layer of 2.6-inch ISO fully adhered to deck with low-rise foam.
- Second Layer of ISO Insulation:
 - Install a second layer of 2.6-inch ISO fully adhered to first layer of ISO with low-rise foam.

TPO Membrane Installation:

- Install a fully adhered 60mil TPO membrane over the top layer of ISO
 - All seams will be heat-welded to ensure watertight integrity and to comply with TPO manufacturer specifications.
 - Flash all penetrations, curbs, and roof edges per the manufacturer's guidelines for fully adhered TPO systems.
- 

Installation of New Metal Flashing:

- Install new face metal at the perimeter of the roof to provide edge protection and enhance the roof's aesthetic finish (color to be chosen by client/owner).
- All metal components will be secured and sealed to prevent moisture infiltration.

Total Base Bid: \$149,250

Price includes labor, materials, disposal



Eight Reasons to Choose a TPO System

1. 30-YEAR TRACK RECORD

First used in the United States in the early 1990s, TPO is now the leading low-slope roofing choice. Installed on buildings of all types from coast to coast, it makes up nearly half of the low-slope roofs in the United States and is the fastest-growing commercial roofing membrane type.

2. VERSATILITY

TPO membranes are lightweight and do not add excessive weight to the roof deck, making them at home in new construction, reroofing and recover (retrofit) jobs.

TPO also gives contractors and designers tremendous flexibility in tailoring roofing systems to meet specific job requirements. A variety of installation methods are available, with most TPO systems being fully adhered, mechanically attached, or induction welded. TPO is compatible with a wide range of roof insulation and cover board types, including polyisocyanurate (poly iso), expanded polystyrene (EPS), extruded polystyrene (XPS), gypsum and fiber board.

3. TOUGH, STRONG AND DURABLE

TPO roofing systems deliver years of hassle-free, watertight performance under even the harshest conditions.

- High breaking strength and tearing strength, along with outstanding resistance to punctures, extreme temperatures and ultraviolet (UV) radiation, mean that TPO can withstand blazing sun, scorching heat, bitter cold, driving snow, torrential downpours, pounding hail and foot traffic.
- TPO membranes stay flexible in hot and cold temperatures, allowing them to compensate for thermal shock and building movement without cracking and splitting.
- TPO provides excellent resistance to airborne bacteria, algae, mildew, mold and industrial pollutants, such as air-conditioning coolants.
- TPO sheets are welded together to create exceptionally strong, waterproof seams. If done right, the seams will be stronger than the membranes themselves.

4. A "COOL ROOF" CHOICE

White TPO roofs can significantly enhance the energy efficiency of buildings in warmer climates. They reflect much of the sun's rays away from the roof and then emit much of the energy that is absorbed back into the atmosphere. This lowers temperatures on the rooftop and inside the building, keeping occupants comfortable while maximizing the performance of HVAC equipment, reducing cooling costs and helping mitigate the "urban heat island effect."



TPO Bonding Adhesive



Helix Max, Fleece Back



TPO Walkway Roll



Standard TPO



Self-Adhering TPO



Fleece Back TPO



TPO Colorway



TPO Clean Film

5. MEMBRANE OPTIONS

- *Standard TPO*
- *Self-Adhering TPO*
- *Fleece Back and Fleece Back Plus TPO*
- *TPO Colorway*
- *CLEAN Film*
- *Fire-Resistant Standard TPO and Fleece Back TPO*

6. REPAIRABLE AND COATINGS-FRIENDLY

TPO membranes are easily repaired, with a wide variety of compatible accessories, sealants and flashing materials available. Pressure-sensitive accessories can further streamline repairs by eliminating the need for generators and other heat welding equipment.

TPO membranes resist the growth of mold, mildew, bacteria and fungi, keeping the membrane cleaner long-term to maintain its reflectivity and aesthetics.

An aging, but still-sound, TPO roof can easily be coated with silicone or acrylic roof coatings, returning it to near-new performance and delaying for years (even decades) the need for a far more costly and disruptive roof replacement.

7. RECYCLABLE

TPO membranes are recyclable. Scrap and old material can be used as feedstock for producing new TPO membranes and in manufacturing such products as vinyl flooring, rooftop walkway pads and concrete expansion joints.

8. WARRANTY OPTIONS

Mule-Hide Products offers a variety of warranty options to meet building owners' needs and budgets. These include materials-only and no dollar limit system warranties of up to 30 years.



The information herein should not be considered all-inclusive and should always be accompanied by a review of the Mule-Hide specifications and guidelines and good application practices.

This information herein is based upon data and knowledge considered to be true and accurate at the time of printing and is provided for the reader's consideration, investigation and verification. No statement made by anyone may supersede this information, except when done in writing by Mule-Hide Products Co., Inc. Mule-Hide Products Co., Inc. does not warrant any results to be obtained. Statements concerning possible use of Mule-Hide products are made without knowledge of your particular roof and such an application may not be fit for your particular purpose.

MULE-HIDE DISCLAIMS ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, except written warranties attached to Mule-Hide products and written warranties signed by an officer of Mule-Hide.

Visit the Mule-Hide website at www.mulehide.com prior to any installation for updated technical specifications and details. Mule-Hide is a U.S. registered trademark. All rights reserved.

QUALIFICATIONS AND EXCLUSIONS

- Wood replacement is not included in this proposal. The cost for Wood Nailing Board Replacement \$4.50 per L.F.
- Wood Nailing Board Installation \$3.00 per L.F
- Concrete deck repair is not included in this proposal.
- No electrical, removal/reconnect of HVAC, gas lines, or masonry are included in this proposal.
- No interior protection is included in this proposal.
- Debris is removed daily from job site and legally disposed of.
- Any work done beyond what is stated this proposal will incur a charge resulting in a change order.

Commitment to You

- Your own project management team.
- Daily project communication.
- Pre and post construction walkthroughs.
- Workmanship Labor Warranty.

Commitment to Your Project

- Removal, transportation and disposal of materials.
- Coordination of supplier delivery, and installation of new materials.
- Thorough cleanup of entire work area.
- Acquisition of all necessary building permits
- Compliance with all building and manufacturer requirements.
- Fully licensed, and insured.

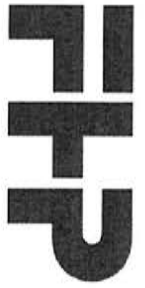
Thank you for giving us the opportunity to provide a quote for the repairs of your property. Below you will find my direct contact information. Please feel free to contact me if you have any inquiries.

Sincerely,

Raul Montoya

UNIT COST (IF APPLICABLE)

Wood Nailing Board Replacement	\$4.50 per L.F.
Wood Nailing Board Installation	\$3.00 per L.F.
Single-Ply Walkway Roll	\$1,100.00 per roll
Additional Curve and Pipe	\$350.00 each
Brickwork and Tuck-pointing	\$16.00 per S.F.
Penetration Removal	\$350.00 each
Skylight Removal	\$350.00 each



F.H. PASCHEN

Final Estimate

Jack Reinert
F.H. Paschen

2020-1 - 2020 Village of Elmwood Park GGSC F.H.Paschen - Basic Contract
Franklin Park Roofing - Elmwood Park_GGSC_25
Year - 5/04/2020 to 5/03/2023

King Street Lift Station

Estimator: Jack Reinert

Division Summary (MF04)

01 - General Requirements	\$5,330.00	26 - Electrical	
02 - Existing Conditions	\$1,250.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry	\$3,720.00	31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites	\$148.80	33 - Utilities	
07 - Thermal and Moisture Protection	\$138,043.50	34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	\$78,467.40
14 - Conveying Equipment		Assemblies	
21 - Fire Suppression		FMR	
22 - Plumbing		MF04 Total (Without totalling components)	\$251,959.70
23 - Heating, Ventilating, and Air-Conditioning (HVAC)	\$25,000.00		
25 - Integrated Automation			

Totalling Components

Priced Line Items	\$251,959.70	2020 Village of Elmwood Park GGSC F.H.Paschen Standard (-9.00000%)	\$(30,431.69)
RSMears CHICAGO, IL CCI 2022Q2, 134.20%	\$86,170.22	2020 Village of Elmwood Park GGSC F.H.Paschen Nonpriced (15.00000%)	

Grand Total \$307,698.23

Final Estimate

King Street Lift Station

Estimator: Jack Reinert

Item	Description	UM	Quantity	Unit Cost	Total	Book
01 - General Requirements						
1	01-31-13-20-0260 Field personnel, superintendent, average Superintendent for project operations & supervision	Week	1.0000	\$3,725.00	\$3,725.00	RSM22FAC L. O&P
2	01-54-33-40-7620-2 Rent per day for rent vacuum truck, hazardous material, 2500 gallons Vacuum truck for Ballast removal	Ea.	2.0000	\$346.50	\$693.00	RSM22FAC E. O&P
3	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear of, or towed by pickup truck Mobilization & Demobilization	Ea.	4.0000	\$228.00	\$912.00	RSM22FAC L. E. O&P
01 - General Requirements Total					\$5,330.00	
02 - Existing Conditions						
4	02-41-19-19-0725 Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost Dumpster for project material disposal	Week	2.0000	\$625.00	\$1,250.00	RSM22FAC M. O&P
02 - Existing Conditions Total					\$1,250.00	
04 - Masonry						
5	04-72-10-10-0800 Aluminum coping, stock units, for 12" wall, excludes scaffolding Install Aluminum Parapet Coping Cap	L.F.	200.0000	\$18.60	\$3,720.00	RSM22FAC M. L. O&P
04 - Masonry Total					\$3,720.00	
06 - Wood, Plastics, and Composites						
6	06-22-13-40-7810 Exterior trim and moldings, soffit, pine, #2, 1" x 8" Furnish and install new soffit panels	L.F.	30.0000	\$4.96	\$148.80	RSM22FAC M. L. O&P
06 - Wood, Plastics, and Composites Total					\$148.80	
07 - Thermal and Moisture Protection						
7	07-05-05-10-3720 Selective demolition, thermal and moisture protection, roofing, built-up, 5-ply, includes gravel Remove and dispose of existing roofing with gravel	S.F.	9,000.0000	\$3.28	\$29,520.00	RSM22FAC L. O&P
8	07-21-13-10-1960 Wall insulation, rigid, extruded polystyrene, 25 psi compressive strength, 3" thick, R15 Install insulation board (2 layers)	S.F.	18,000.0000	\$3.38	\$60,840.00	RSM22FAC Gm. M. L. O&P
9	07-22-16-10-0810 Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded Install Cover Board	S.F.	9,000.0000	\$1.29	\$11,610.00	RSM22FAC M. L. O&P

Final Estimate

King Street Lift Station

Estimator: Jack Reinert

07 - Thermal and Moisture Protection

Item	Description	UM	Quantity	Unit Cost	Total	Book
10	07-22-16-10-3090 Roof deck insulation, fastening alternatives, full mop asphalt Install fasteners as required	Sq.	90.0000	\$39.00	\$3,510.00	RSM22FAC M.L.E. O&P
11	07-26-13-10-0700 Vapor retarders, building paper, polyethylene vapor barrier, standard, 4 mil (.004" thick), 9' x 400' roll Install Vapor Barrier for new roofing system	Sq.	90.0000	\$24.00	\$2,160.00	RSM22FAC Gm M.L. O&P
12	07-51-13-30-0300 Cants, mineral or fiber, trapezoidal, 1" x 4" x 48" Install Cant Strip as required	L.F.	200.0000	\$2.51	\$502.00	RSM22FAC M.L. O&P
13	07-54-23-10-0220 Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, mechanically attached Install TPO roofing system	Sq.	90.0000	\$205.00	\$18,450.00	RSM22FAC M.L.E. O&P
14	07-55-10-10-0140 Protected membrane roofing components, asphalt, ballast, in place, 3/8"-1/2" Install/Place Ballast as required	Ton	3.0000	\$168.00	\$504.00	RSM22FAC M.L.E. O&P
15	07-65-10-10-0300 Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends Sheet metal for flashing	S.F.	550.0000	\$11.55	\$6,352.50	RSM22FAC M.L. O&P
16	07-71-26-10-0900 Reglet, counter flashing for aluminum, .025" thick, 12" wide Install counter flashing as required	L.F.	200.0000	\$9.35	\$1,870.00	RSM22FAC M.L. O&P
17	07-71-43-10-0020 Aluminum drip edge, mill finish, .016" thick, 5" wide Install Drip Edge as required	L.F.	200.0000	\$2.55	\$510.00	RSM22FAC M.L. O&P
18	07-92-13-20-3900 Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2" Caulk all opening/penetrations in roof as required.	L.F.	500.0000	\$4.43	\$2,215.00	RSM22FAC M.L. O&P
07 - Thermal and Moisture Protection Total					\$138,043.50	

22 - Plumbing

19	22-14-26-13-4400 Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 8" pipe Install new roof drains as required.	Ea.	10.0000	\$2,500.00	\$25,000.00	RSM22FAC M.L. O&P
22 - Plumbing Total					\$25,000.00	

Alternate

20	01-31-13-30-0050 Insurance, standard builders risk, maximum Insurance	Job	305.000.0000	1.7500%	\$5,337.50	CUSTOM O&P
21	04-72-10-10-0800 Demo - Aluminum coping, stock units, for 12" wall, excludes scaffolding Remove and dispose aluminum Parapet Coping Cap	L.F.	200.0000	\$16.06	\$3,212.00	CUSTOM L. O&P

Final Estimate

King Street Lift Station

Estimator: Jack Reinert

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
22	06-22-13-40-7810 Demo - Exterior trim and moldings, soffit, pine, #2, 1" x 8" Remove and dispose of existing damaged soffit.	L.F.	30.0000	\$3.92	\$117.60	CUSTOM L O&P
23	07-21-13-10-1960 Demo - Wall insulation, rigid, extruded polystyrene, 25 psi compressive strength, 3" thick, R15 Remove and dispose of existing insulation	S.F.	18,000.0000	\$1.97	\$35,460.00	CUSTOM Gm L O&P
24	07-22-16-10-0810 Demo - Roof deck insulation, gypsum cover board, fiberglass mat faced, 1/2" thick, fastening excluded Remove and dispose of existing cover board	S.F.	9,000.0000	\$0.65	\$5,850.00	CUSTOM L O&P
25	07-22-16-10-3090 Demo - Roof deck insulation, fastening alternatives, full mop asphalt Remove and dispose of fasteners as required.	Sq.	90.0000	\$25.74	\$2,316.60	CUSTOM L O&P
26	07-26-13-10-0700 Demo - Vapor retarders, building paper, polyethylene vapor barrier, standard, 4 mil (.004" thick), 9' x 400' roll Remove and dispose of existing vapor barrier	Sq.	90.0000	\$19.86	\$1,787.40	CUSTOM Gm L O&P
27	07-54-23-10-0220 Demo - Thermoplastic-polyolefin roofing (TPO), 60 mils, heat welded seams, mechanically attached Demo and dispose of existing roofing	Sq.	90.0000	\$93.72	\$8,434.80	CUSTOM L O&P
28	07-65-10-10-0300 Demo - Sheet metal flashing, aluminum, flexible, mill finish, .050" thick, including up to 4 bends Remove and dispose of existing sheet metal flashing	S.F.	\$50.0000	\$5.67	\$3,118.50	CUSTOM L O&P
29	07-71-26-10-0900 Demo - Reglet, counter flashing for aluminum, .025" thick, 12" wide Remove and dispose counterflashing	L.F.	200.0000	\$5.60	\$1,120.00	CUSTOM L O&P
30	07-71-43-10-0020 Demo - Aluminum drip edge, mill finish, .016" thick, 5" wide Remove and dispose of existing drip edge	L.F.	200.0000	\$1.79	\$358.00	CUSTOM L O&P
31	07-92-13-20-3900 Demo - Joint sealants, caulking and sealants, polyurethane, bulk, in place, 1 or 2 component, 1" x 1/2" Remove and dispose existing sealant/caulking	L.F.	500.0000	\$3.25	\$1,625.00	CUSTOM L O&P
32	22-14-26-13-4400 Demo - Drain, roof, integral expansion joint, cast iron body, 12" cast iron dome, 8" pipe size Remove and dispose of existing roof drains as required.	Ea.	10.0000	\$973.00	\$9,730.00	CUSTOM L O&P
Alternate Total						\$78,467.40

6/26/2023 Proposal accepted by the undersigned for the sum of \$ _____ calendar days.
Performance period required from date notice to proceed is received by contractor: _____ calendar days.
Work to be performed to the standards of the industry or trade.

F. H. Paschen

Final Estimate

King Street Lift Station

Estimator: Jack Reinert

Alternate

Item	Description	UM	Quantity	Unit Cost	Total	Book
------	-------------	----	----------	-----------	-------	------

By: _____
Title: _____
Date: _____

Engineering Office Approval

By: _____
Title: _____
Date: _____

Contracting Office Approval

By: _____
Title: _____
Date: _____

Project Number: Elmwood Park_GGSC_25
Delivery Order Number:
Line Item Estimate Amount: _____

Estimate Grand Total 307,698.23



PURCHASE ORDER

1721 Saunders Street Columbia, SC 29201

CUSTOMER:

Village of Franklin Park, IL

ORDER INFORMATION

QTY	DESCRIPTION	UNIT PRICE	TOTAL
1	Commercial Building & Site Data Subscription Complete	1	\$5,000
		Total Annual Charge	\$5,000

1. Client will be billed annually
2. Charges shall be paid via credit card, bank draft, or check
3. Customer agrees to the terms of the REsimplifi Master Subscription which is attached to this purchase order.
4. Order start date shall be December 1, 2024 and shall be for a period of 3 years. Payment will be due on December 1st of each year.
5. Client gives REsimplifi the right to use name and logo in marketing materials.

Village of Franklin Park, IL

Authorized Signature: _____ Date: _____

Name: _____

Title: _____

REsimplifi Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT ("AGREEMENT") GOVERNS YOUR PURCHASE AND ONGOING USE OF THE REsimplifi® SOFTWARE SERVICES PROVIDED BY RESIMPLIFI, INC. ("RESIMPLIFI").

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date You accept this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

DEFINITIONS

"Affiliate" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Non-RESIMPLIFI Applications" means online applications and services and offline software products that are provided by entities or individuals other than Us, and that interoperate with the Services.

"Order Forms" means the documents for placing orders hereunder that are entered into between You and Us or any of our respective Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of

this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

"Purchased Services" means Services that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

"Services" means the products and services that are ordered by You under an Order Form and made available by Us online via the customer login link at www.resimplifi.com and/or other web pages designated by Us, including associated offline components. "Services" exclude Non-RESIMPLIFI Applications.

"User Guide" means the any user guide for the Services or any instructional information regarding the product given to You by Us including information located on www.resimplifi.com, as updated from time to time.

"Users" means individuals who are authorized by You to use the Services, for whom subscriptions to a Service has been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"We", "Us", or "Our" means REsimplifi, Inc. as more fully described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Arbitration).

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Customer" or "Client" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the Purchased Services.

1. SERVICES

1.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the applicable Order Forms during each subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

1.2 Data Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Purchased Services are purchased as subscriptions and may be accessed by no more than the specified and purchasing entity, (ii) additional data subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added data subscription shall terminate on the same date as the pre-existing subscriptions. Data subscriptions are for designated Users only and cannot be shared or used by

more than these Users, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Services.

1.3 Our Responsibilities. We shall: (i) provide basic support for the Purchased Services to You at no additional charge, and/or upgraded support if purchased, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

1.4 Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below or as expressly permitted in writing by You, or (c) access Your Data except to provide the Purchased Services and prevent or address service or technical problems, or at Your request in connection with customer support matters. You acknowledge and agree that Your Data will be hosted and stored by Google.

1.5 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2. NON-RESIMPLIFI PROVIDERS

2.1 Non-RESIMPLIFI Applications and Your Data. If You install or enable Non-RESIMPLIFI Applications for use with Services, You acknowledge that We may allow providers of those Non-RESIMPLIFI Applications to access Your Data as required for the interoperation and support of such Non-RESIMPLIFI Applications with the Services. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-RESIMPLIFI Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-RESIMPLIFI Applications for use with the Services.

2.2 Integration with Non-RESIMPLIFI Applications. The Services may contain features designed to interoperate with Non-RESIMPLIFI Applications. To use such features, You may be required to obtain access to such Non-RESIMPLIFI Applications from their providers. If the provider of any such Non-RESIMPLIFI Application ceases to make the Non-RESIMPLIFI Application available for interoperation with the corresponding Services features on reasonable terms, We may cease providing such Services features without entitling You to any refund, credit, or other compensation.

3. FEES & PAYMENT FOR PURCHASED SERVICES

3.3 User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form.

3.4 Invoicing and Payment. Fees will be invoiced in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

3.5 Overdue Charges. If any amounts invoiced hereunder are not received by Us by the due date, then at Our discretion. We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

3.6 Suspension of Service. If any charge owing by You is 30 days or more overdue, We may, without limiting Our other rights and remedies, suspend Services until such amounts are paid in full, provided We have given You 10 or more days' prior notice that Your account is overdue in accordance with the "Notices" section below.

Payment Disputes. We shall not exercise Our rights under the "Overdue Charges" or "Suspension of Service" sections above if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

3.7 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4. PROPRIETARY RIGHTS

4.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the Services, and all modifications and improvements thereto, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

4.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or

(v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

4.3 Your Applications and Code. You, a third party acting on Your behalf, or a User may create applications or program code using the Services as permitted in the User Guide. In such cases, You authorize Us and Our service providers to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

4.4 Suggestions. We shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

4.5 Federal Government End Use Provisions. We provide the Services, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with US to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

5.2 Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes

Consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and accountants without the other party's prior written consent.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6. WARRANTIES, EXCLUSIVE REMEDIES, & DISCLAIMERS

6.1 Our Warranties. We warrant that (i) we have validly entered into this Agreement and have the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the User Guide, (iii) subject to the "Integration with Non-RESIMPLIFI Applications" section above, the functionality of the Purchased Services will not be materially decreased during a subscription term, and (iv) the Purchased Services will not transmit Malicious Code to You, provided it is not a breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in the "Termination for Cause" and "Refund or Payment upon Termination" sections below.

6.2 Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

6.3 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4 Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers ("Non-GA Services"). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered "Services" hereunder and are provided "AS IS" with no express or implied warranty. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

7. MUTUAL INDEMNIFICATION

7.1 Indemnification by Us. We shall defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally

awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) gives Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability), and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Purchased Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our Warranties" above, (ii) obtain a license for Your continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

7.2 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, and for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.

7.3 Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO YOUR PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT FOR PURCHASED SERVICES" SECTION ABOVE.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated and shall automatically renew for a period of one year unless otherwise notified in writing.

9.2 Term of User Subscriptions. User subscriptions for Purchased Services commence on the start date specified in the applicable Order Form and continue for a period of one year.

Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3 Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

9.4 Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

9.5 Surviving Provisions. The sections titled "Fees and Payment for Purchased Services," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Return of Your Data," "Surviving Provisions," ("Who You Are Contracting With, Notices, Governing Law and Arbitration," and "General Provisions" shall survive any termination or expiration of this Agreement.

10. WHO YOU ARE CONTRACTING WITH, NOTICES & ARBITRATION

10.1 General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any dispute arising out of or in connection with this Agreement, and where and how such disputes will be resolved, depend on where You are domiciled.

If you are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	Disputes will be resolved by:
Any Country in the World	REsimplifi, Inc. 1721 Saunders Street Columbia, SC 29201	Henry Moore 1721 Saunders Street Columbia, SC 29201	The law of the state of South Carolina and controlling United States federal law (Based on the location of the Customer)	Binding arbitration in Court of Law in Richland County, SC (Based on the location of the Customer)

10.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to Us shall be addressed as set forth in Section 10.1 above.

10.3 Agreement to Governing Law. Each party agrees to the applicable governing law set forth in Section 10.1 above without regard to choice or conflicts of law rules, the United Nations Convention on the International Sale of Goods, or the Uniform Computer Information Transactions Act.

11. GENERAL PROVISIONS

11.1 Export Compliance. The Services, other Our technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

11.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from the other party's employee or agent in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If a party learns of any violation of the above restriction, it will use reasonable efforts to promptly notify the other party's Legal Department.

11.3 Relationship of the Parties. The parties are independent contractors.

This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.4 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.

11.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

11.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.8 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Mr. Joe Thomas
Village of Franklin Park
9500 Belmont Ave.
Franklin Park, IL 60131

Project: 9501 Belmont Ave. Franklin Park Masonry

Thank you for your interest in TWO JS INDUSTRIES INC and allowing us the opportunity to provide a proposal for the above-referenced project. Our proposal is based on our site visit. The project will be done in a workman like manner and will include the following:

Scope of Work:

- Mask and cover ground level.

West Wall – Masonry Repairs

- Remove 3 caps from top of wall by grinding out the mortar joints with saw or chisels.
- Demo area of wall approximately 10' long x 5'5" wide.
- Lay bricks at 10' x 5'5" areas and secure both sides of wall with wall ties. Brick may not match 100%.
- Grind out failed mortar joints with a saw at a minimum depth of 1/2".
- Joints will be cleaned of any loose mortar.
- Spec Mix mortar or equivalent will be applied per the manufactures recommendation.
- Detergent wash wall after full cure.
- Apply Tremco Dymonic sealant at the horizontal joints of the underside of caps and between caps.
- Clean up thoroughly upon completion.

East Wall – Damaged Brick Replacement (65 Total)

- Badly damaged bricks at corner of wall will be removed by qualified brick masons with chisel.
- Joints will be cleaned of any loose mortar.
- New brick will be buttered on bottom and both sides and placed in opening flush to surrounding bricks.
- Type N mortar will be tooled making sure mortar joints are consistent.
- Masonry will be cleaned following repairs with Sure Kleen 600 or equivalent.
- Clean up thoroughly upon completion.

Interior South Elevation - Block Replacement

- Remove 3 blocks at top of wall and replace with new block.
- Grind out crack in block and fill with two component Urethane Sealant.

901 Oakton Street
Elk Grove Village, IL 60007
www.twojsindustries.com

Commercial Finishes • Industrial Floors • Corrosion Control • Specialty Projects

TWO JS INDUSTRIES

Terms of Contract:

- 50% down payment due prior to project start, remaining balance upon completion.
- The above total investment amount has been based upon current commodity pricing on equipment and materials. Due to the volatility of market pricing and the frequency of increases being applied by our suppliers, material and equipment costs figured for this proposal must be reviewed at the time of the contract award. The Owner will be notified, and approval will be requested for any additional costs (if applicable) our proposal is otherwise valid for thirty (30) days.

If you would like to proceed with this project, please sign and return this proposal to my attention. We appreciate the opportunity and look forward to working with you on this project.

Respectfully Submitted by,

Dylan Henneman

Dylan Henneman
Sales
847.890.9245

Accepted By: _____ Date: _____

Please email to Dylan@twojsindustries.com or call with questions at 847.890.9245

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Total Investment Amount:

West Wall - \$ 19,890.00	_____ <i>Approved</i>
East Wall - \$ 6,130.00	_____ <i>Approved</i>
Interior South Wall - \$ 4,430.00	_____ <i>Approved</i>

Exclusions/Clarifications:

- Proposal includes supervision, labor, material and aerial lift.
- Pricing based off all work being completed at once, if customer chooses to only get portion of scope completed it will result in different pricing.
- Price does not include permit fees if required.
- Quantity of bricks are based on an estimated count. During the removal of defective brick, additional bricks may get damaged. If brick count exceeds the amounts above, then an additional charge of \$56.00 per brick would be applied.
- Aerial lift working areas to be cautioned off with cones & caution tape.
- Overtime and off hours labor specially excluded.
- All applicable taxes are included in our submission.
- If a formal contract is required, its conditions must not deviate from this proposal.
- It is understood and agreed that unforeseen conditions and/or changes in the scope of work listed above may result in additional costs and/or time extensions to this proposal.
- We reserve the right to withdraw or alter this proposal after 30 days from date of receipt.
- Jobsite safety inspections are performed by TWO JS INDUSTRIES.

901 Oakton Street
Elk Grove Village, IL 60007
www.twojsindustries.com

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 6, 2024

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

Attention: Tom McCabe, PE – Village Engineer

Subject: Proposal for Professional Engineering Services
Crown Road Drainage Investigation
Franklin Park, Illinois

Dear Mr. McCabe:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services to complete a drainage investigation and recommend improvements for Crown Road in the Village of Franklin Park (Village), Cook County, Illinois. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

In 2022, CBBEL prepared a memorandum summarizing the redevelopment of 10050 Grand Avenue in the Village. The subject property was historically located within the 100-year floodplain of Silver Creek. CBBEL assisted the Village in revising the grading plan prepared by Watermark Engineering Resources to meet the Village's requirements for compensatory storage for fill associated with elevating the southern half of the parcel. As a result, approximately 19,300 cubic feet of storage below the 10-year flood elevation and 3,300 cubic feet of storage volume between the 10- and 100-year elevations was proposed in excess of what was required. The actual excess volume in the pond has not been verified.

Crown Road, which is located north of the development, drains from east to west via a storm sewer that discharges into Silver Creek. The outlet at Silver Creek has a backflow preventer that is not functioning properly. The elevation of Crown Road is below the 100-year elevation of Silver Creek and, although there is a backflow preventer, areas tributary to Crown Road will not drain until Silver Creek water level has receded. It is our understanding that the Village would like CBBEL to evaluate the flooding along Crown Road and recommend mitigation measures that could help reduce flooding, including, but not limited to utilizing the excess storage in the compensatory storage basin located at 10050 Grand Avenue.

SCOPE OF SERVICES

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

Task 1 – Existing Conditions PCSWMM Hydrologic and Hydraulic Analysis: CBBEL will complete a review of the Cook County 1-foot aerial topography and assemble a PCSWMM analysis to evaluate the existing drainage system that conveys the approximate 30-acres of runoff directly to or in the vicinity of Crown Road to Silver Creek. We will utilize the available as-built drawings for recently constructed facilities in addition to the Village's storm sewer atlas. No additional survey is proposed as part of this task.

Task 2 – Drainage Analysis of Concept Improvements: CBBEL will analyze various alternatives to develop concept drainage improvements to reduce flooding along Crown Road. These alternatives will include, but are not limited to:

- Increased storm sewer size;
- New backflow preventer at Silver Creek;
- New connection to the existing compensatory storage basin at 10050 Grand Avenue.

Task 3 – Meeting with Village Staff: Prior to preparing a memorandum to summarize the recommended drainage improvements, CBBEL will meet with Village staff to discuss the alternatives.

Task 4 – Summary Memorandum of Recommendations and Cost Estimate: CBBEL will prepare a memorandum summarizing the drainage analysis and concept improvements. The memorandum will include a narrative, exhibits, supporting calculations, and a conceptual cost estimate for the recommended improvements.

ESTIMATE OF FEE

We have determined the following costs for each of the tasks described in this proposal.

Task	Description	Fee
1	Existing Conditions PCSWMM Hydrologic and Hydraulic Analysis	\$ 3,000
2	Drainage Analysis of Concept Improvements	\$ 5,000
3	Meeting with Village Staff	\$ 1,000
4	Summary Memorandum with Recommendations and Cost Estimate	\$ 2,400
TOTAL		\$11,400

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Thomas T. Burke, Jr., PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS
ACCEPTED FOR THE VILLAGE OF FRANKLIN PARK:

BY: _____

TITLE: _____

DATE: _____

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

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

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

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.