AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $460,000.00 UNDER CONTRACT NO. UW24-23 – POWDERED ACTIVATED CARBON WITH ARQ PURIFICATIONS LLC F/K/A CARBPURE TECHNOLOGIES, LLC FOR A TOTAL AMOUNT NOT TO EXCEED $920,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 036-02-24 awarded Contract No. UW24-23 to CarbPure Technologies LLC for one year, in the total amount of $460,000.00 for the purchase of powdered activated carbon for the water purification plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, CarbPure Technologies LLC became Arq Purifications LLC, and

WHEREAS, the field personnel recently evaluated the market pricing on powdered activated carbon and determined that the Utility is currently purchasing powdered activated carbon for below the current market price, and

WHEREAS, it is in the City's best interest to extend the current contract for an additional one year, through February 2026, to accept the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and to authorize an additional $460,000.00 payable under this contract, and

WHEREAS, this is the first extension of the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Four Hundred Sixty Thousand Dollars and No Cents ($460,000.00) for the purchase of powdered activated carbon under Contract No. UW24-23, and authorizes a one-year contract extension through February 2026 for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension with Arq Purification LLC f/k/a CarbPure Technologies LLC on behalf of the Office of Public Utilities.

Section 3. The payment to Arq Purification LLC under Contract No. UW24-23 for the total maximum amount of Nine Hundred Twenty Thousand Dollars and No Cents ($920,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	Arq Purifications LLC (f/k/a CarbPure Technologies LLC)
CONTRACT AMOUNT:	$460,000.00 additional
TYPE OF AWARD:	Extension & additional funding / Low Bid / UW24-23

PRIOR ORDINANCE INFORMATION:

Ord. 036-02-24 / Low Bid / CarbPure Technologies LLC / 1 yr. / $460,000.00

INFORMATION:

Ordinance No. 036-02-24 accepted Contract UW24-23 in an amount not to exceed $460,000.00 with CarbPure Technologies LLC ("CarbPure") for the purchase of powdered activated carbon. CarbPure has become Arq Purifications LLC.

This Ordinance extends the contract through February 28, 2026, for the additional cost of $460,000.00 and increases the total amount payable under the said contract to $920,000.00. All other contract terms remain the same, including the original prices quoted under the original contract.

CWLP inquired with another city that uses powdered activated carbon and found they are paying more per ton. It was determined that bidding out a new contract would most likely cost the Utility more; therefore, it is in the City's best interest to extend the current contract vs. rebidding.

Powdered activated carbon is used to control taste and odor and remove trace agricultural chemicals. Maximum removal is crucial for the City's drinking water. The annual usage of powdered activated carbon is approximately 200 tons. In the event of a large taste and odor event, an additional load of 20 tons of the high-premium product was added to the total bid for an additional cost of $54,000.00.

Arq Purification formally known as Carbpure Technologies provided a competitive unit cost and had the most favorable product performance testing results at our capable feed rates for the original contract.

2024-512

arq.com

Via email to: kim.lucas@cwlp.com

October 25, 2024

Kim Lucas
City Water, Light and Power (IL1671200)
3100 Stevenson Drive
Springfield, IL 62703

RE: Powdered Activated Carbon Contract No. UW24-23 Extension Offer

Ms. Lucas,

The initial term of the City of Springfield ("City") contract number UW24-23 with Arq Purification, LLC ("Arq"), formally known as CarbPure Technologies, LLC, for the supply of Powdered Activated Carbon to the CWLP Water Purification Plant began on 03/01/2024 and is scheduled to terminate on 02/28/2025. Your current purchase prices for full truckload bulk deliveries are $1560.00 per ton ($0.78 per pound) for CarbPure L, $2300.00 per ton ($1.15 per pound) for CarbPure T, and $2700.00 per ton ($1.35 per pound) for CarbPure TRA powdered activated carbon products. Contract UW24-25 allows the contract to be extended under the same terms and conditions upon mutual agreement. Arq would like to exercise the opportunity to continue providing you with powdered activated carbon (PAC) for the next year from 03.01.2025 through 02.28.2026 at the same terms, conditions, and pricing.

This letter serves as our intent to extend our powdered activated carbon supply contract with the approval of the City and Arq through 02/28/2026 as discussed above. We greatly appreciate the business and partnership we have had with the City of Springfield from 03.01.2024 to the present and we look forward to coming to a mutual agreement with the City in continuing our PAC service to your utility.

Best regards,

Garrett Chandler
Garrett Chandler
Vice President of Sales

8051 E. Maplewood Ave | Suite 210 | Greenwood Village, CO 80111 | Ph: 888-822-8617

2024-512

INTEROFFICE MEMORANDUM

Water Purification Plant

To: **FILE**

From: **Kim Lucas**

Date: **November 14, 2024**

Subject: **Arq Purification, LLC formally CarbPure Technologies, LLC**
Powdered Activated Carbon Contract No. UW24-23
Contract Extension

Based on my informal evaluation of the powdered activated carbon (PAC) market, it appears that we are currently purchasing PAC below the current market price. We currently pay $2300 per ton for the product. The City of Decatur currently pays $2500 per ton for the product.

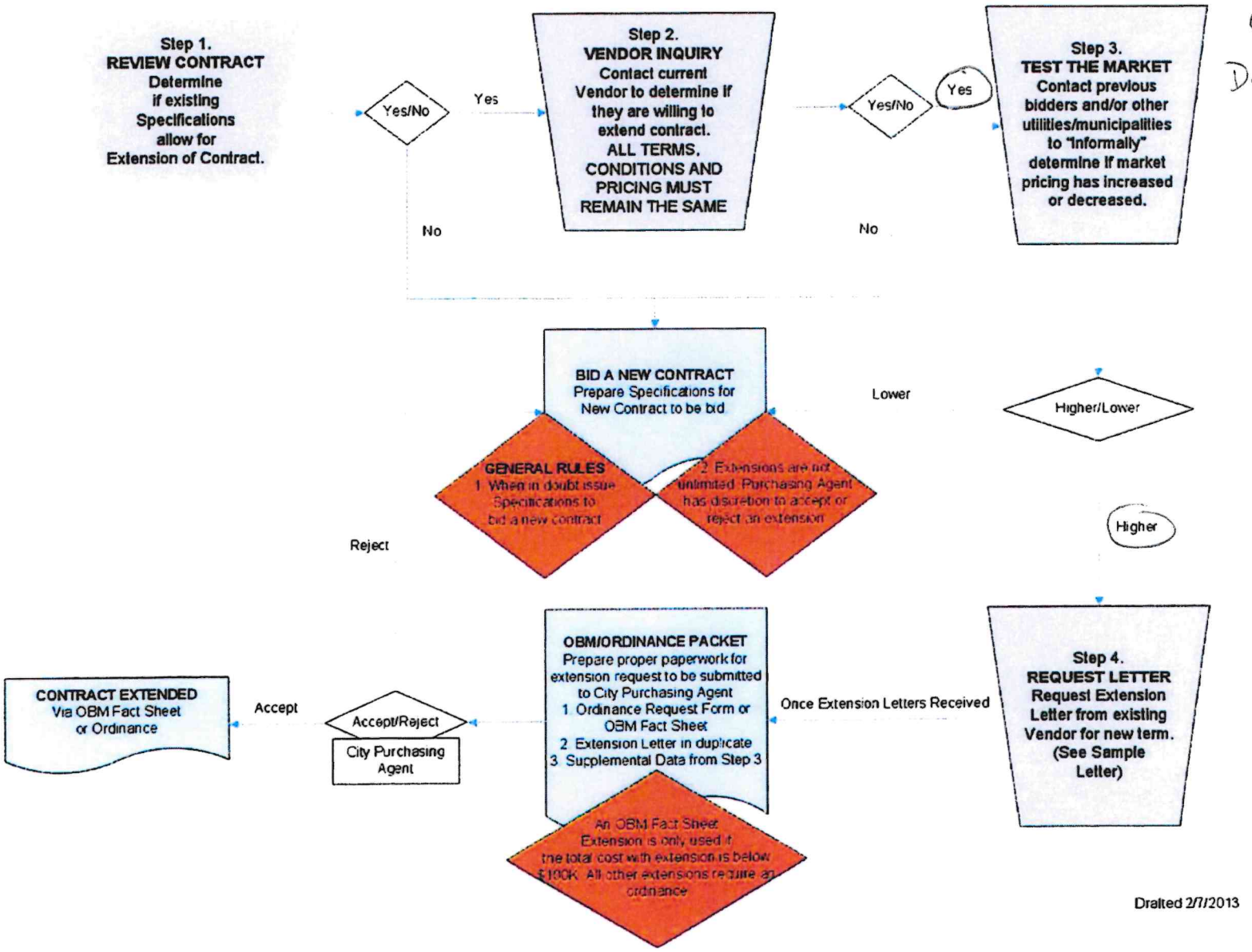
Based upon current/anticipated future market conditions and the outstanding service we are currently receiving from our powdered activated carbon vendor, I recommend that we extend our PAC contract with Arq Purification, LLC in accordance with the provisions of the above referenced contract.

2024-512

2024-512

Carbon

PROCEDURES FOR EXTENDING A BID CONTRACT



Drafted 2/7/2013

$/ton

CWLP $2300

Decatur $2500

2024-001 036-02-24

5082

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING PROPOSAL UW24-23 – POWDERED ACTIVATED CARBON WITH CARBPURE TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED $460,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Proposal UW24-23 – Powdered Activated Carbon for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Proposal UW24-23 was placed, and

WHEREAS, CarbPure Technologies, LLC ("CarbPure") provided a competitive unit cost, had the most favorable product performance testing results at the capable feed rates, and was the lowest proposal, and

WHEREAS, CarbPure's base bid was $406,000.00 and an additional $54,000.00 amount is being added to the ordinance in case a large taste and order event occurs and an additional quantity of chemicals is necessary, and

WHEREAS, the proposal documents and bid proposals are on file in the Office of the City Clerk and identified by Proposal Index No. UW24-23.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from CarbPure for Proposal UW24-23 – Powdered Activated Carbon in an amount not to exceed Four Hundred Sixty Thousand Hundred Dollars and No Cents ($460,000.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said proposal with CarbPure on behalf of the Office of Public Utilities.

Section 3. The payment to CarbPure for the total maximum amount of Four Hundred Sixty Thousand Hundred Dollars and No Cents ($460,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: February 6, 2024

RECORDED: February 7, 2024

ATTEST:

SIGNED: Feb. 7, 2024

MAYOR

Approved as to legal sufficiency:
1-11-24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-001 036-02-24

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 01-16-24
ORDINANCE REQUEST NUMBER: #5082

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: ~~YES~~/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $460,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UW24-23

ACCOUNTING INFORMATION: Account No. 101-100-BB-5180-1418

PRIOR ORDINANCE INFORMATION: Previous Contract: UW23-29, Ord. 001-01-23, Norit Americas, Inc. 1 yr. $418,000.00.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: CarbPure Technologies LLC CONTRACT AMOUNT: $ 460,000.00 (Original Amount ~~if Change Order~~)

CONTRACT TERM: one year TYPE OF AWARD: Bid Contract: Low Bid

CHANGE IN SCOPE __ Y _X_ N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance accepts Contract UW24-23 in an amount not to exceed $460,000.00, with CarbPure Technologies LLC ("CarbPure"), for the purchase of powdered activated carbon. Powdered activated carbon is used for taste and odor control and removal of trace agricultural chemicals. Maximum removal is crucial for the City's drinking water. The contract will provide for 200 tons of powdered activated carbon. The price includes freight and unloading of the product.

There were seven bidders on this contract; none are local vendors. The vendors were evaluated based on past performance tests of their carbon products. Carbpure Technologies provided a competitive unit cost, had the most favorable product performance testing results at the capable feed rates, and was the lowest proposal.

An additional load of 20 tons of the high-premium product was added to the total bid for an additional cost of $54,000.00 in the event of a large taste and odor event.

SIGN OFF: Mayor's Office ~ OBM (When Applicable)

Rev: 6-21-95 The information supplied on this form is not confidential information.

2024-001 036-02-24

	Cabot Norit Marshall, TX	Donau Carbon Duisnefion, FL	Calgon Carbon Corp Moon Township, PA	Atlas New Orleans, LA	CarbPure Tech. Littleton, CO	Jacobi Columbus, OH	Carbon Activated Compton, CA
Standard PAC	$ 1,980.00	$ 1,600.00	$ 1,800.00	$ 1,656.00	$ 1,680.00	$ 2,080.00	$ 2,350.00
Estimated Quantity in tons	100.00	100.00	100.00	100.00	100.00	100.00	100.00
Subtotal for Standard Product	$198,000.00	$ 160,000.00	$ 180,000.00	$ 165,600.00	$ 166,000.00	$ 208,000.00	$ 235,000.00
Premium PAC	$ 2,200.00	$ 2,185.00	$ 2,380.00	$ 1,656.00	$ 2,300.00	$ 2,540.00	$ 2,500.00
Estimated Quantity in tons	100.00	100.00	100.00	100.00	50.00	100.00	100.00
Subtotal for Premium Product	$220,000.00	$ 218,500.00	$ 238,000.00	$ 165,600.00	$ 115,000.00	$ 254,000.00	$ 250,000.00
Premium PAC					$ 2,700.00		
Estimated Quantity in tons					50.00		
Subtotal for Premium Product					$ 135,000.00		
TOTAL BID	$418,000.00	$ 378,500.00	$ 418,000.00	$ 331,200.00	$ 406,000.00	$ 462,000.00	$ 485,000.00

CONTRACT NAME: Powdered Activated Carbon
CONTRACT NO: RFP UW24-23
DEPARTMENT: Water Filtration
DATE: December 19, 2023

2024-001
2024-512

036-02-24

COPY

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **November 14, 2023**
Fax: 217-789-2207

Request for Proposal Index No: **RFP UW24-23**
Request for Proposal Name: **Powder Activated Carbon**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**
Due Date 3 P.M. Central Time USA: **Thursday, December 7, 2023**

Sealed responses must be received in the Office of Budget and Management Purchasing Department, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Request for Proposal to the Purchasing Agent.

Name of Vendor: CarbPure Technologies, LLC

Contact Name: Garrett Chandler, Vice President of Sales

Vendor Address: 6051 E. Maplewood Ave. Suite 210 Greenwood Village, Colorado 80111

Vendor E-Mail: Bid.Desk@CarbPure.com

Phone: 720-259-5931 **Fax:** 866-316-5553

2024-001 036-02-24

PRICE PAGE
POWDER ACTIVATED CARBON

Powdered activated carbon (PAC) shall be delivered DDP, Incoterms® 2020 to the Office of Public Utilities, Water Purification Plant, 3100 Stevenson Drive, Springfield, Illinois 62703 with freight and unloading included in the unit price.

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above referenced contract for the consideration stated hereinafter as follows:

ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
Standard PAC, ≥ 500 Iodine No.	100	Tons	$1,560.00/ton	$156,000.00 ✓
Premium PAC, ≥ 800 Iodine No.	100	Tons *	$2,300.00/ton	$230,000.00 * Cwup is sorry w/ 50 tons
800 Iodine alternate CarbPure TRA		**	$2,700.00/ton	$386,000.00 ** Cwup is sorry w/ 50 tons
TOTAL BID				

The Office of Public Utilities, with the approval of the City Council of the City of Springfield, Illinois, reserves the right to accept what they believe to be the best proposal based on cost as well as performance of the product.

If there is a discrepancy between the unit price and the total, the unit price will prevail. Vendors need to submit a price for just a premium product in order to be consider for award of the contract. If the vendor desires to submit more than two products for consideration, they shall provide pricing information for the additional products in the space provided for Exceptions to Specifications.

156 k
115 k
135k
406k
+ 54 k extra
460,000

Maximum time of delivery of the material, from the time of telephone request for shipments is __N/A - CarbPure's minimum time to deliver will be 7 Days_____days. Telephone number and contact person who is to be notified for shipment request:

Company: _CarbPure Technologies, LLC_____

Telephone #: 720-259-5931

Contact Person: Garrett Chandler, Vice President of Sales

The City reserves the right to increase or decrease quantities to meet the needs of the City.

Exceptions to Specifications:

The specifications requested the inclusion of CarbPure's OSHA 300 Logs and DOT accident register for the past 3 years with our bid. Because CarbPure does not have any employees, CarbPure is not required to and does not maintain OSHA 300 logs. Further, CarbPure is not a motor carrier and is not covered by DOT regulations, and, therefore, is not required to and does not maintain a DOT accident register. CarbPure utilizes a number of motor carriers to deliver its activated carbon and can, if awarded, provide their DOT accident registers upon request.

2024-001

036-02-24

File Number 0801407-8

STATE OF ILLINOIS
OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulias, *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

CARBPURE TECHNOLOGIES, LLC, A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON OCTOBER 08, 2019, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 21ST *day of* NOVEMBER *A.D.* 2023 .

Authentication #: 2332503358 verifiable until 11/21/2024
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

2024-001

036-02-24

COPY

2024-512

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $460,000.00

SUGGESTED TITLE: Accepting & authorize bid extension & additional funding / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Arq Purification LLC f/k/a CarbPure Technologies LLC **VENDOR NO:** VC0000005960

CONTRACT TERM: 1 yr. (3/1/25 - 2/28/26) **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: 460,000.00 (Original amount if change order) - **Change Order #** 460,000.00 **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☑ Other: Exten. & funding
☐ Low Bid Meeting Specs
☐ Exception:
☐ Low Evaluated Bid
Code Provision:

Previous Ord #'s 036-~~01~~-02-24 mc

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	5180	1418	460,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Flowchart, extension letter, previous ordinance

STAFF ANALYSIS

A 1 yr, contract extension and additional funding ($460,000.00) under Contract No. UW24-23 – Powdered Activated Carbon with Arq Purifications LLC f/k/a Carbpure Technologies, LLC for a total amount of $920,000.00, This is the contracts 1st extension,

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.15 08:16:30 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.14 16:40:57 -06'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 08:35:05 -06'00' **Date:**

SIGN OFF:

(Mayor's Signature) GEM

Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 08:35:20 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-512

AN ORDINANCE AUTHORIZING AN ADDITIONAL ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $166,500.00 UNDER CONTRACT NO. UW22-11-67 – CARBON DIOXIDE WITH LINDE, INC. FOR A TOTAL AMOUNT NOT TO EXCEED $666,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 016-01-22 awarded Contract No. UW22-11-67 to Linde, Inc. for one year, in the total amount of $166,500.00 for the purchase of carbon dioxide for the water purification plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, Ordinance No. 504-12-22 authorized a one-year extension in the amount of $166,500.00 through February 2024, and

WHEREAS, Ordinance No. 016-01-24 authorized a second one-year extension in the amount of $166,500.00 through February 2025, and

WHEREAS, the field personnel recently evaluated the market pricing on carbon dioxide and determined that the Utility is currently purchasing carbon dioxide for significantly below the current market price, and

WHEREAS, it is in the City's best interest to extend the current contract for an additional one-year, through February 2026, to accept the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and to authorize an additional $166,500.00 payable under this contract, and

WHEREAS, this is the contract's third extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Sixty-Six Thousand Five Hundred Dollars and No Cents ($166,500.00) for the purchase of carbon dioxide under Contract No. UW22-11-67, and authorizes a one-year contract extension through February 2026 for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension with Linde, Inc. on behalf of the Office of Public Utilities.

Section 3. The payment to Linde under Contract No. UW22-11-67 for the total maximum amount of Six Hundred Sixty-Six Thousand Dollars and No Cents ($666,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	Linde, Inc.
CONTRACT AMOUNT:	$166,500.00
TYPE OF AWARD:	Contract Extension & Additional Funding Originally - Low Bid / UW22-11-67

PRIOR ORDINANCE INFORMATION:

Ord. 016-01-22 / Low Bid / Linde, Inc. / 1 yr. – to 2/28/23 / $166,500.00
Ord. 504-12-22 / Extension and additional funding / 1 yr. – to 2/29/24 / $166,500.00
Ord. 016-01-24 / Extension and additional funding / 1 yr. – to 2/28/25 / $166,500.00

INFORMATION:

This is a standard contract extension and funding increase ordinance for purchasing carbon dioxide. It authorizes a contract extension and additional funding not to exceed $166,500.00 with Linde, Inc.

Ordinance No. 016-01-22 awarded Contract UW22-11-67 to Linde, Inc. for purchasing carbon dioxide for the water purification plant in the total amount of $166,500.00 for a one-year term. The contract allowed for additional one-year extensions, if mutually agreed to, at the cost of $166,500.00 each. Ordinance No. 504-12-22 and Ordinance No. 016-01-24 both authorized an extension of the contract by one additional year each for the additional cost of $166,500.00 each.

This Ordinance extends the contract through February 28, 2026, for the additional cost of $166,500.00 and increases the total amount payable under the said contract to $666,000.00. All other contract terms remain the same, including the original prices quoted in 2022.

CWLP made inquiries with other cities that use carbon dioxide and found they are paying significantly more per ton. It was determined that bidding out a new contract would most likely cost the Utility more; therefore, it is in the City's best interest to extend the current contract vs. rebidding.

Carbon Dioxide is used to remove the excess alkalinity from lime-softened water, a standard requirement for regulating the stability of water softened by lime. Sufficient carbon dioxide is required to treat potable water to provide continuous recarbonation. Annual usage will be approximately 900 tons. Linde, Inc. was the low bidder for the original contract.

Linde, Inc. is not a local vendor.

2024-513

Making our world more productive

November 12, 2024

Ms. Kim Lucas
CITY OF SPRINGFIELD
Office of Budget & Management
Purchasing Department
300 South Seventh Street / Room #200 MCW
Springfield, IL 62701

RE: CONTRACT INDEX NO. UW22-11-67
CARBON DIOXIDE

Dear Kim:

By mutual consent of both the City of Springfield and Linde Inc., the termination date of the above referenced agreement for supplying Liquid Carbon Dioxide will be extended until February 28, 2026. Pricing will remain firm at the price of $185/ton for the new contract period March 1, 2025 through February 28, 2026.

Linde will follow the guidelines of the Compressed Gas Association CGA M-1, 2013; 13.1.2 for systems inspections. Buyer shall be responsible for all costs associated with such work. Billing will be based on the Price Schedule for Supply System Service in effect at the time of the work (current schedule attached).

The existing terms and conditions that were agreed upon between the City of Springfield and Linde which are in effect now will be extended to cover the new supply period of March 1, 2025 through February 28, 2026. This letter in conjunction with the above referenced Agreement will serve as an amendment to that agreement.

Our proposal is valid for thirty (30) days and is subject to the above referenced terms and conditions. If you have any questions, please feel free to contact me on (630) 320-4166.

Sincerely,

LINDE INC.

Diane M. McAvoy
Sr. Account Manager

AGREED AND ACCEPTED THIS __ DAY OF _____, 2025

CITY OF SPRINGFIELD, IL		**LINDE INC.**	
Signature:	_____	Signature:	Diane M. McAvoy
Name:	GEA	Name:	Diane M. McAvoy
Title:	_____	Title:	Sr. Account Manager
Date:	_____	Date:	November 14, 2024

2024-513

INTEROFFICE MEMORANDUM

Water Purification Plant

To: **FILE**

From: **Kim Lucas**

Date: **November 14, 2024**

Subject: **Linde**
Carbon Dioxide Contract No. UW22-11-67
Contract Extension

Based on my informal evaluation of the carbon dioxide market, it appears that we are currently purchasing carbon dioxide below the current market price. We currently pay $185 per ton for the carbon dioxide product. The City of Decatur had one vendor bid the product at $410 per ton. The City of Bloomington received a low bid fort $275 per ton. The City of Aurora pays $260 per ton.

Based upon current/anticipated future market conditions and the outstanding service we are currently receiving from our carbon dioxide vendor, I recommend that we extend our carbon dioxide contract with Linde. In accordance with the provisions of the above referenced contract.

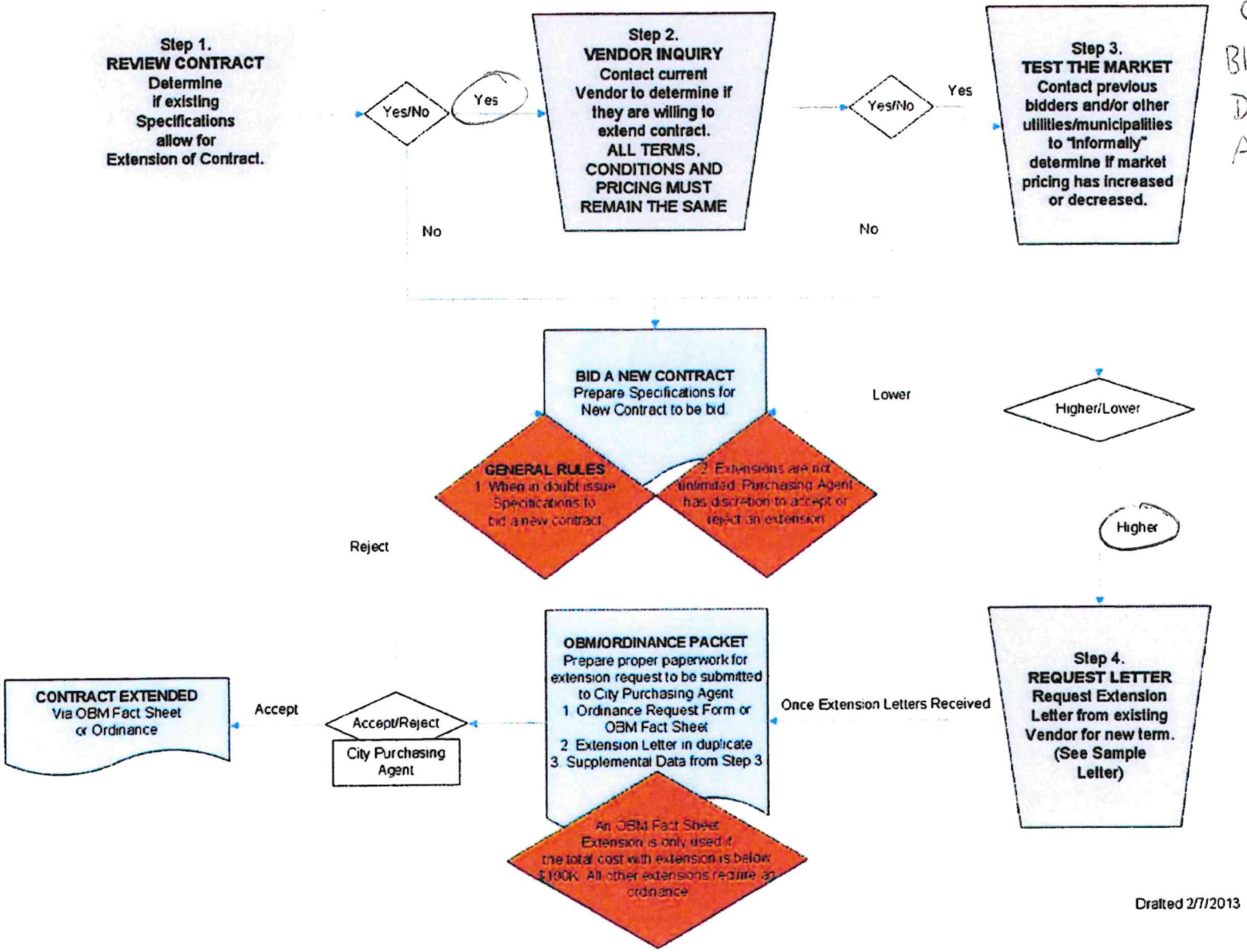
2024-513

2024-513

Carbon Dioxide

$/Ton
CWLP $ 185
Bloomington $ 275
Decatur $ 400
Aurora $ 260

PROCEDURES FOR EXTENDING A BID CONTRACT



Drafted 2/7/2013

CIL 01-22

5088

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW22-11-67 – CARBON DIOXIDE WITH LINDE, INC. IN AN AMOUNT NOT TO EXCEED $166,500.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UW22-11-67 – Carbon Dioxide, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW22-11-67 was placed, and

WHEREAS, Linde, Inc. ("Linde") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW22-11-67.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Linde for Contract UW22-11-67 – Carbon Dioxide in an amount not to exceed One Hundred Sixty-Six Thousand Five Hundred Dollars and No Cents ($166,500.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with Linde on behalf of the Office of Public Utilities.

Section 3. The payment to Linde for the total maximum amount of One Hundred Sixty-Six Thousand Five Hundred Dollars and No Cents ($166,500.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: 1-18, 2022 SIGNED: 1-21, 2022

RECORDED: 1-21, 2022 MAYOR

ATTEST:

Approved as to legal sufficiency:

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 01-04-22
ORDINANCE REQUEST NUMBER: 5068

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: ~~YES~~/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 166,500.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Low bid

ACCOUNTING INFORMATION: Account No. 101-100-BB-5180-1418

CLAIM/CASE NUMBERS: (Not Applicable to the Office of Public Utilities)

PRIOR ORDINANCE INFORMATION: Prior contract: UW16-12-63, Ord. # 062-02-16, Praxair, (which became Linde, Inc.), $76,050.00, for 1 yr., with numerous 1 yr. extensions (most recent: 485-12-20).

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Linde, Inc. CONTRACT AMOUNT: $ 166,500.00
(Original Amount-~~if Change Order~~)
Bid Contract:

CONTRACT TERM: 1 year until February 2023 TYPE OF AWARD: Low Bid

CHANGE IN SCOPE __ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard ordinance for the purchase of carbon dioxide.

This Ordinance accepts Contract UW22-11-67 in an amount not to exceed $166,500.00, with Linde, Inc. ("Linde"), for carbon dioxide purchase and delivery. Carbon dioxide is used to remove the excess alkalinity from the lime softened water, which is a standard requirement for regulating the stability of water softened by the use of lime. It is required to have suitable carbon dioxide to treat potable water to provide continuous re-carbonation. Annual usage will be approximately 900 tons.

There were two bidders on this contract; neither were local bidders. Linde was the lowest bid.

SIGN OFF: Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

016-01-22

016-01-22

CONTRACT NAME: Carbon Dioxide
CONTRACT NO: UW22-11-67
DEPARTMENT: Water Filtration
DATE: December 3, 2021

	Airgas USA Goodlettsville, TN	Linde Inc. Burr Ridge, IL	Univar Solutions Kent, WA
CARBON DIOXIDE (cost per ton)	$ 190.00	185.00	
Estimated Quantity in tons	900	900	
TOTAL BID	$ 171,000.00	$ 166,500.00	No Bid

*Recommend award of bid to Linde Inc, low bid.

COPY

016-01-22

2024-513

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **November 9, 2021**
Fax: 217-789-2207

Contract Index No: **UW22-11-67**
Contract Name: **Carbon Dioxide**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA, Thursday, December 2, 2021**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Linde Inc.

Contact Name: Kimberley Howard or Diane McAvoy

Vendor Address: 7000 High Grove Blvd., Burr Ridge, IL 60527

Vendor E-Mail: municipalbids@linde.com

Phone: (630)320-4231
(630)320-4166 **Fax:** (630)320-4507

016-01-22

COPY

PRICE PAGE
CARBON DIOXIDE

The bidder shall deliver carbon dioxide, F.O.B., Water Purification Plant, 3100 Stevenson Drive, Springfield, Illinois 62703.

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above referenced contract for the consideration stated hereinafter as follows:

ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
Carbon Dioxide	900	Tons	$185.00/ton	$166,500.00

If there is a discrepancy between the unit price and the total, the unit price will prevail.

*_____% of deliveries met over last 5 years.

Maximum time of delivery of the material, from the time of telephone request for shipments is 2-3 days. Telephone number and contact person who is to be notified for shipment request:

Telephone #: 1-844-445-4633

Contact Person: Varies

The City reserves the right to increase or decrease quantities to meet the needs of the City.

* Note: Due to the size of Linde's customer base and making thousands of deliveries per year, 100% of deliveries cannot be guaranteed.

016-01-22

2024-513

2022-507

504-12-22
5068

AN ORDINANCE AUTHORIZING A ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $166,500.00 UNDER CONTRACT NO. UW22-11-67 – CARBON DIOXIDE WITH LINDE, INC. FOR A TOTAL AMOUNT NOT TO EXCEED $333,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 016-01-22 awarded Contract No. UW22-11-67 to Linde, Inc. for one year, in the total amount of $166,500.00 for the purchase of carbon dioxide for the water purification plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, an evaluation of the market for pricing on carbon dioxide determined that the Utility is currently purchasing carbon dioxide for significantly below the current market price, and

WHEREAS, it is in the City's best interest to extend the current contract for one-year, through February 2024, to accept the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and to authorize an additional $166,500.00 payable under the contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Sixty-Six Thousand Five Hundred Dollars and No Cents ($166,500.00) for the purchase of carbon dioxide under Contract No. UW22-11-67, and authorizes a One-Year Contract Extension through February 2024 for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension with Linde, Inc. on behalf of the Office of Public Utilities.

Section 3. The payment to Linde under Contract No. UW22-11-67 for the total maximum amount of Three Hundred Thirty-Three Thousand Three Hundred Dollars and No Cents ($333,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: December 20, 2022

RECORDED: December 21, 2022

ATTEST:

SIGNED: December 21, 2022

MAYOR

Approved as to legal sufficiency

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Langfelder

2022-507

504-12-22

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 12-06-22
ORDINANCE REQUEST NUMBER: 5068

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: ~~YES~~/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 166,500.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Contract Extension & Additional Funding

ACCOUNTING INFORMATION: Account No. 101-100-BB-5180-1418

PRIOR ORDINANCE INFORMATION: Ordinance No. 016-01-22, Linde, Inc., Low Bid, 1 yr. at $166,500.00

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Linde, Inc. CONTRACT AMOUNT: $ 166,500.00
(Original Amount-~~if Change Order~~)
Bid Contract: Contract

CONTRACT TERM: 1 year until February 2024 TYPE OF AWARD: Extension & Additional Funding

CHANGE IN SCOPE __ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT $ 166,500.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard contract extension and funding increase ordinance to purchase carbon dioxide. This Ordinance authorizes a contract extension and additional funding not to exceed $166,500.00 with Linde, Inc.

Ordinance No. 016-01-22 awarded Contract UW22-11-67 to Linde, Inc. for purchasing carbon dioxide for the water purification plant in the total amount of $166,500.00 for a one-year term. The contract allowed for additional one-year extensions, if mutually agreed to, at the cost of $166,500.00 each. This Ordinance extends the contract through February 29, 2024, for the additional cost of $166,500.00 and will increase the total amount payable under the said contract to $333,000.00. All other contract terms remain the same, including the original prices quoted in 2022.

CWLP made inquiries with other cities that use carbon dioxide and found they are paying significantly more per ton. It was determined that bidding out a new contract would most likely cost the Utility more; therefore, it is in the City's best interest to extend the current contract vs. rebidding.

Carbon Dioxide is used to remove the excess alkalinity from the lime-softened water, a standard requirement for regulating the stability of water softened by lime. It is required to have suitable carbon dioxide to treat potable water to provide continuous recarbonation. Annual usage will be approximately 900 tons. Linde, Inc. was the low bidder for the original contract.

Linde, Inc. is not a local vendor.

SIGN OFF: Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

2022-507

504-12-22

INTEROFFICE MEMORANDUM

Water Purification Plant

To: FILE

From: Kim Lucas

Date: November 17, 2022

Subject: Linde
Carbon Dioxide Contract No. UW22-11-67
Contract Extension

Based on my informal evaluation of the carbon dioxide market, it appears that we are currently purchasing carbon dioxide below the current market price. We currently pay $185 per ton for the carbon dioxide product. The City of Decatur just opened bids on 11/15/2022 and only had one vendor bid the product at $400 per ton. The City of Aurora received bids from 2 vendors at $230 and $375 per ton.

Based upon current/anticipated future market conditions and the outstanding service we are currently receiving from our carbon dioxide vendor, I recommend that we extend our carbon dioxide contract with Linde. In accordance with the provisions of the above referenced contract.

Having set standards for 100 years

Linde

November 1, 2022

Ms. Kim Lucas
CITY OF SPRINGFIELD
Office of Budget & Management
Purchasing Department
300 South Seventh Street / Room #200 MCW
Springfield, IL 62701

RE: CONTRACT INDEX NO. UW22-11-67
CARBON DIOXIDE

Dear Kim:

By mutual consent of both the City of Springfield and Linde Inc., the termination date of the above referenced agreement for supplying Liquid Carbon Dioxide will be extended until February 29, 2024. Pricing will remain firm at the price of $185/ton for the new contract period March 1, 2023 through February 29, 2024.

Linde will follow the guidelines of the Compressed Gas Association CGA M-1, 2013; 13.1.2 for systems inspections. Buyer shall be responsible for all costs associated with such work. Billing will be based on the Price Schedule for Supply System Service in effect at the time of the work (current schedule attached).

The existing terms and conditions that were agreed upon between the City of Springfield and Linde which are in effect now will be extended to cover the new supply period of March 1, 2023 through February 29, 2024. This letter in conjunction with the above referenced Agreement will serve as an amendment to that agreement.

Our proposal is valid for thirty (30) days and is subject to the above referenced terms and conditions. I hope that Linde can continue serve your industrial gas needs in the near future. If you have any questions, please feel free to contact me on (630) 320-4166.

Sincerely,

LINDE INC.

Diane M. McAvoy
Sr. Account Manager

AGREED AND ACCEPTED THIS __ DAY OF _____, 2022

CITY OF SPRINGFIELD, IL		LINDE INC.	
Signature:		Signature:	Diane M. McAvoy
Name:	Jim Langfelder	Name:	Diane M. McAvoy
Title:	mayor	Title:	Sr. Account Manager
Date:		Date:	November 17, 2022

2022-507

504-12-22

2022-507
2024-513

504-12-22

COPY

2022-507

504-12-22

2023-598

016-01-24 5068

AN ORDINANCE AUTHORIZING AN ADDITIONAL ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $166,500.00 UNDER CONTRACT NO. UW22-11-67 – CARBON DIOXIDE WITH LINDE, INC. FOR A TOTAL AMOUNT NOT TO EXCEED $499,500.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 016-01-22 awarded Contract No. UW22-11-67 to Linde, Inc. for one year, in the total amount of $166,500.00 for the purchase of carbon dioxide for the water purification plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, Ordinance No. 504-12-22 authorized a one-year extension in the amount of $166,500.00 through February 2024, and

WHEREAS, the field personnel recently evaluated the market pricing on carbon dioxide and determined that the Utility is currently purchasing carbon dioxide for significantly below the current market price, and

WHEREAS, it is in the City's best interest to extend the current contract for an additional one-year, through February 2025, to accept the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and to authorize an additional $166,500.00 payable under this contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed One Hundred Sixty-Six Thousand Five Hundred Dollars and No Cents ($166,500.00) for the purchase of carbon dioxide under Contract No. UW22-11-67, and authorizes a one-year contract extension through February 2025 for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension with Linde, Inc. on behalf of the Office of Public Utilities.

Section 3. The payment to Linde under Contract No. UW22-11-67 for the total maximum amount of Four Hundred Ninety-Nine Thousand Five Hundred Dollars and No Cents ($499,500.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: January 16, 2024 SIGNED: Jan. 19, 2024

RECORDED: January 19, 2024 MAYOR

ATTEST:

Approved as to legal sufficiency:

12/28/23
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2023-598 016-01-24

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 01-02-24
ORDINANCE REQUEST NUMBER: 5068

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: ~~YES~~/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 166,500.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Contract Extension & Additional Funding

ACCOUNTING INFORMATION: Account No. 101-100-BB-5180-1418

PRIOR ORDINANCE INFORMATION: Ordinance No. 016-01-22, Linde, Inc., Low Bid, 1 yr. at $166,500.00; 1st extension: Ordinance 504-12-22, 1 yr. at $166,500.00

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Linde, Inc. CONTRACT AMOUNT: $ 166,500.00
(Original Amount ~~if Change Order~~)
Bid Contract: Contract

CONTRACT TERM: 1 year until February 2025 TYPE OF AWARD: Extension & Additional Funding

CHANGE IN SCOPE __ Y _X_ N CHANGE ORDER # N/A ADDT'L AMOUNT $ 166,500.00

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This is a standard contract extension and funding increase ordinance to purchase carbon dioxide. This Ordinance authorizes a contract extension and additional funding not to exceed $166,500.00 with Linde, Inc.

Ordinance No. 016-01-22 awarded Contract UW22-11-67 to Linde, Inc. for purchasing carbon dioxide for the water purification plant in the total amount of $166,500.00 for a one-year term. The contract allowed for additional one-year extensions, if mutually agreed to, at the cost of $166,500.00 each. Ordinance No. 504-12-22 authorized an extension of the contract through February 29, 2024, for the additional cost of $166,500.00.

This Ordinance extends the contract through February 28, 2025, for the additional cost of $166,500.00 and will increase the total amount payable under the said contract to $499,500.00. All other contract terms remain the same, including the original prices quoted in 2022.

CWLP made inquiries with other cities that use carbon dioxide and found they are paying significantly more per ton. It was determined that bidding out a new contract would most likely cost the Utility more; therefore, it is in the City's best interest to extend the current contract vs. rebidding.

Carbon Dioxide is used to remove the excess alkalinity from the lime-softened water, a standard requirement for regulating the stability of water softened by lime. It is required to have suitable carbon dioxide to treat potable water to provide continuous recarbonation. Annual usage will be approximately 900 tons. Linde, Inc. was the low bidder for the original contract.

Linde, Inc. is ~~not a local~~ vendor.

SIGN OFF: GEM Mayor's Office _____ OBM
(When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

2023-598 016-01-24

Making our world more productive



October 27, 2023

Ms. Kim Lucas
CITY OF SPRINGFIELD
Office of Budget & Management
Purchasing Department
300 South Seventh Street / Room #200 MCW
Springfield, IL 62701

RE: CONTRACT INDEX NO. UW22-11-67
CARBON DIOXIDE

Dear Kim:

By mutual consent of both the City of Springfield and Linde Inc., the termination date of the above referenced agreement for supplying Liquid Carbon Dioxide will be extended until February 29, 2025. Pricing will remain firm at the price of $185/ton for the new contract period March 1, 2024 through February 29, 2025.

Linde will follow the guidelines of the Compressed Gas Association CGA M-1, 2013; 13.1.2 for systems inspections. Buyer shall be responsible for all costs associated with such work. Billing will be based on the Price Schedule for Supply System Service in effect at the time of the work (current schedule attached).

The existing terms and conditions that were agreed upon between the City of Springfield and Linde which are in effect now will be extended to cover the new supply period of March 1, 2024 through February 29, 2025. This letter in conjunction with the above referenced Agreement will serve as an amendment to that agreement.

Our proposal is valid for thirty (30) days and is subject to the above referenced terms and conditions. I hope that Linde can continue serve your industrial gas needs in the near future. If you have any questions, please feel free to contact me on (630) 320-4166.

Sincerely,

LINDE INC.

Diane M. McAvoy
Sr. Account Manager

AGREED AND ACCEPTED THIS __ DAY OF _____, ~~2023~~ 2024

CITY OF SPRINGFIELD, IL		LINDE INC.	
Signature:		Signature:	Diane M. McAvoy
Name:	Misty Buscher	Name:	Diane M. McAvoy
Title:	Mayor	Title:	Sr. Account Manager
Date:	Jan. 19, 2024	Date:	October 27, 2023

COPY

2023-598 016-01-24

2024-513

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 166,500.00

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Linde, Inc.

VENDOR NO: VC0000006950

CONTRACT TERM: 1 yr. (3/1/25 - 2/28/26) **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $499,500.00 - _____ $166,500.00

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☑ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Exten. & funding
☐ Exception: _____
Code Provision: _____

Previous Ord #'s 016-01-22, 504-12-22,016-01-24

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	5180	1418	166,500.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Flow chart, Extension Letter, Memo, Previous ordinances

STAFF ANALYSIS

An Ordinance authorizing a third 1-yr extension and additional funding ($166,500.00) for Contract No. UW22-11-67 – Carbon Dioxide with Linde, Inc. for a total amount not to exceed $666,000.00.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.15 08:45:17 -06'00' **Date:** _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.14 14:20:25 -06'00' **Date:** _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 09:33:29 -06'00' **Date:** _____

SIGN OFF: _____ Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 09:34:22 -06'00'

(Mayor's Signature) CEM (Director of OBM)

The information supplied on this form is not confidential information.

2024-513

AUTHORIZING AN ADDITIONAL ONE-YEAR CONTRACT EXTENSION AND ADDITIONAL FUNDING IN THE AMOUNT OF $453,000.00 UNDER CONTRACT NO. UW24-11-71 – FERRIC SULFATE WITH KEMIRA WATER SOLUTIONS, INC. FOR A TOTAL AMOUNT NOT TO EXCEED $906,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, Ordinance No. 018-01-24 awarded Contract No. UW24-11-71 to Kemira Water Solutions, Inc. ("Kemira") for one year, in the total amount of $453,000.00 for the purchase of ferric sulfate for the water purification plant, and

WHEREAS, said contract provides for a yearly extension under the same terms if agreeable to both parties, and

WHEREAS, the field personnel recently evaluated the market pricing on carbon dioxide and determined that the Utility is currently purchasing carbon dioxide for below the current market price, and

WHEREAS, it is in the City's best interest to extend the current contract for an additional one-year, through February 2026, to accept the vendors' Letter Offer for Extension, a copy of which shall be on file with the City Clerk, and to authorize an additional $453,000.00 payable under this contract,

WHEREAS, this is the contracts first extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves an additional expenditure in an amount not to exceed Four Hundred Fifty-Three Thousand Dollars and No Cents ($453,000.00) for the purchase of ferric sulfate under Contract No. UW24-11-73, and authorizes a one-year contract extension through February 2026 for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute all necessary documents with regard to said funding increase and contract extension with Kemira. on behalf of the Office of Public Utilities.

Section 3. The payment to Kemria under Contract No. UW24-11-73 for the total maximum amount of Nine Hundred Six Thousand Dollars and No Cents ($906,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME:	Kemira Water Solutions, Inc.
CONTRACT AMOUNT:	$453,000 increase / $906,000.00 Total
TYPE OF AWARD:	Contract Extension & Funding / Low Bid – UW24-11-73

PRIOR ORDINANCE INFORMATION:

Ord. No. 018-01-24, Kemira, Low Bid, 1 yr. $453,000.00

INFORMATION:

Ordinance No. 018-01-24 accepted Contract UW24-11-73 in an amount not to exceed $453,000.00 with Kemira Water Solutions, Inc. for the purchase of ferric sulfate.

This Ordinance extends the contract through February 28, 2026, for the additional cost of $453,000.00 and increases the total amount payable under the said contract to $906,000.00. All other contract terms remain the same, including the original prices quoted under the original contract.

CWLP inquired with another city that uses ferric sulfate and found they are paying more per ton. It was determined that bidding out a new contract would most likely cost the Utility more; therefore, it is in the City's best interest to extend the current contract vs. rebidding.

Ferric sulfate is used for raw water turbidity removal by chemical coagulation. The liquid material will be shipped in bulk trucks holding approximately 20-25 tons per truckload. This contract will provide for 3,000,000 pounds of ferric sulfate.

.

2024-514

kemira

October 29, 2024

City Water, Light and Power
3100 Stevenson Drive
Springfield, IL 62703
(217)757-8630

Reference: Contract UW24-11-73 Extension

To Whom It May Concern:

Kemira Water Solutions, Inc. is pleased to exercise our renewal option for the above referenced contract. Prices will be extended at the current cost of $0.1510/lb. through February 28, 2026.

The same terms and conditions of the initial agreement, and any amendments, apply to the renewal. If you have any questions or concerns, please email kwsna.bids@kemira.com or contact me directly at 760-815-6268.

Sincerely, Signing on Behalf of Nikolai Alex
Gayla Walker 10/29/24

Nikolai Alex
Account Manager, Field Sales, I&W, NA

760-815-6268

Gayla Walker
Commercial Support Specialist

Accepted by:

_____ Date: _____

GOM

2024-514

INTEROFFICE MEMORANDUM

Water Purification Plant

To: **FILE**

From: **Kim Lucas**

Date: **November 14, 2024**

Subject: **Kemira Water Solutions, Inc.**
Ferric Sulfate Contract No. UW24-11-73
Contract Extension

Based on my informal evaluation of the ferric sulfate market, it appears that we are currently purchasing ferric sulfate below the current market price. We currently pay $302 per ton for the ferric sulfate product. The City of Bloomington currently pays $343 per ton for the product.

Based upon current/anticipated future market conditions and the outstanding service we are currently receiving from our ferric sulfate vendor, I recommend that we extend our ferric sulfate contract with Kemira Water Solutions, Inc. in accordance with the provisions of the above referenced contract.

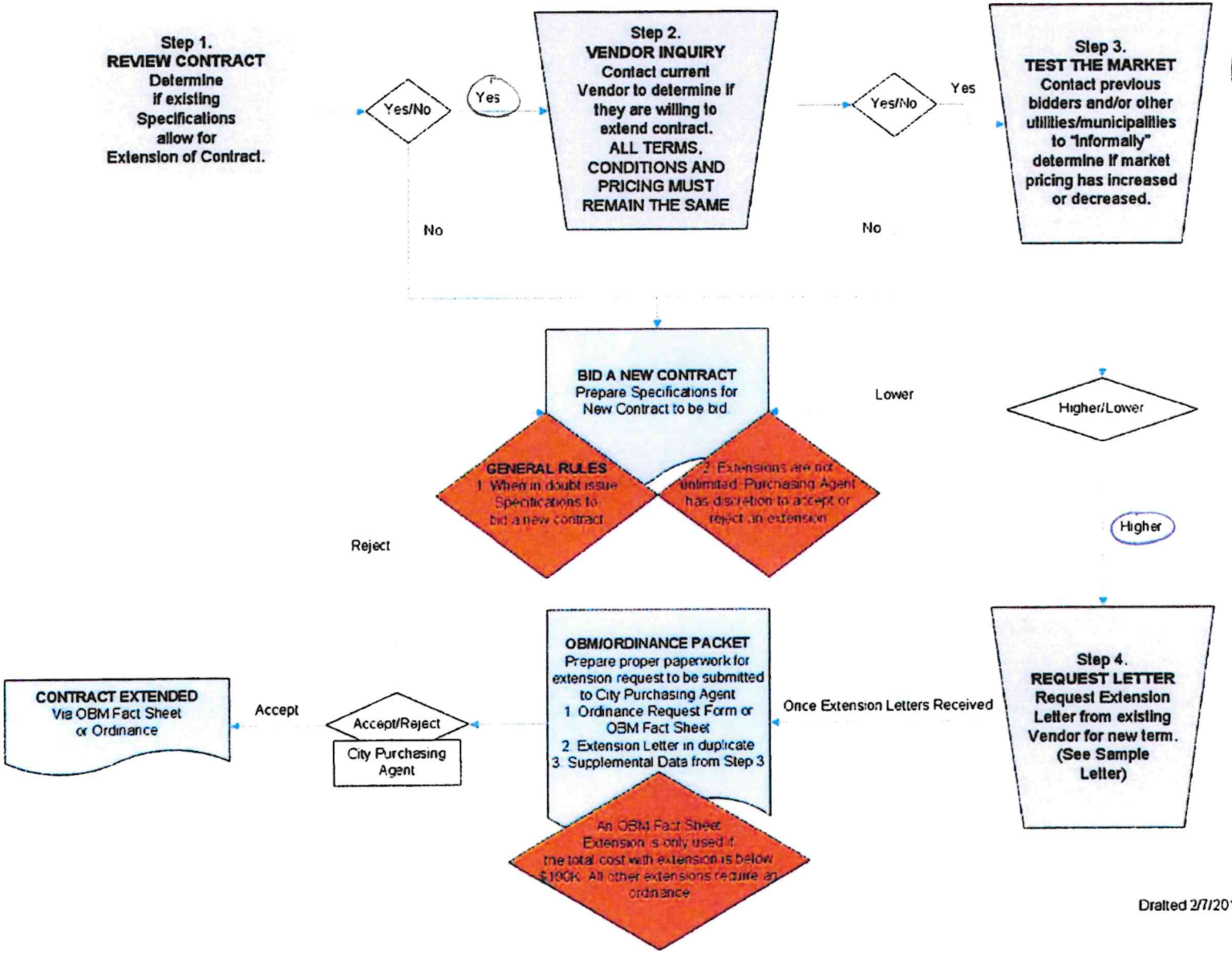
2024-514

Ferric Sulfate

2024-514

$/ton
CWLP $302
Bloomington $343

PROCEDURES FOR EXTENDING A BID CONTRACT



Drafted 2/7/2013

2023-600

018-01-24

5084

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW24-11-71 – FERRIC SULFATE FOR A ONE-YEAR TERM WITH KEMIRA WATER SOLUTIONS, INC. IN AN AMOUNT NOT TO EXCEED $453,000.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by the previous action, the Specifications Committee approved specifications for Contract UW24-11-71 – Ferric Sulfate for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW24-11-71 was placed, and

WHEREAS, Kemira Water Solutions, Inc. ("Kemira") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW24-11-71.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves, and accepts the bid from Kemira for Contract UW24-11-71 – Ferric Sulfate in an amount not to exceed Four Hundred Fifty-Three Thousand Dollars and No Cents ($453,000.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with Kemira on behalf of the Office of Public Utilities.

Section 3. The payment to Kemira for the total maximum amount of Four Hundred Fifty-Three Thousand Dollars and No Cents ($453,000.00) from Account No. 101-100-BB-5180-1418 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: January 16, 2024 SIGNED: Jan. 19, 2024

RECORDED: January 19, 2024 MAYOR

ATTEST:

Approved as to legal sufficiency:

1/4/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

COPY

ORDINANCE FACT SHEET

AGENDA NUMBER:
DATE OF 1ST READING: 01-02-24
ORDINANCE REQUEST NUMBER: 5084

DEPARTMENTAL INFORMATION

OFFICE REQUESTING: PUBLIC UTILITIES STAFF MEMBER: MICHELLE CARLISLE

EMERGENCY PASSAGE: ~~YES~~/NO If yes, list justification.

BUDGETARY/STAFFING INFORMATION

FISCAL IMPACT: $ 453,000.00 BUDGETED: YES/~~NO~~ NEW POSITION: ~~YES~~/NO

STAFFING IMPACT: None.

TYPE OF ORDINANCE: Bid Contract UW24-11-71

ACCOUNTING INFORMATION: Account No. 101-100-BB-5180-1418

PRIOR ORDINANCE INFORMATION: Prior Contract: UW23-11-78 / Ord. #004-01-23 / Kermia / Low Bid / $429,000.00 / 1 yr.

VENDOR/AWARD INFORMATION

CONTRACTOR NAME: Kemira Water Solutions, Inc. CONTRACT AMOUNT: $ 453,000.00 (Original Amount ~~if Change Order~~)

CONTRACT TERM: one year (until 2/28/25) TYPE OF AWARD: Bid Contract: Low Bid

CHANGE IN SCOPE __ Y X N CHANGE ORDER # N/A ADDT'L AMOUNT $ 0

STAFF ANALYSIS: (This includes description of work, background on issue and the justification of why the ordinance was not low bid. If you need additional space, please continue on the back of this form.)

This Ordinance accepts Contract UW24-11-71 in an amount not to exceed $453,000.00, with Kemira Water Solutions, Inc. ("Kemira"), for the purchase of ferric sulfate for use at the Water Purification Plant. Ferric sulfate is used for raw water turbidity removal by chemical coagulation. The liquid material will be shipped in bulk trucks holding approximately 20-25 tons per truckload. This contract will provide for 3,000,000 pounds of ferric sulfate at the cost of $0.1510 per wet pound.

There were two (2) bidders on this contract; neither were local vendors. Kemira was the lowest bid.

SIGN OFF: Mayor's Office _____ OBM (When Applicable)

Rev: 6-21-96 The information supplied on this form is not confidential information.

2023-600

018-01-24

2023-600

018-01-24

	Chemtrade Chemicals Parsippany, NJ	Kemira Water Solutions Lawrence, KS	Penco, Inc. Sealy, TX
	$	$	
Ferric Sulfate cost per wet pound	0.2560	0.1510	No Bid
Estimated Quantity in wet pounds	3000000.00	3000000.00	
TOTAL BID	$ 768,000.00	$ 453,000.00	

Recommend award of bid to Kemira Water Solutions, low bid.

CONTRACT NAME: Ferric Sulfate
CONTRACT NO: UW24-11-71
DEPARTMENT: Water Filtration
DATE: December 13, 2023

COPY

2023-600
2024-514

018-01-24

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

COMMODITIES

Contact: Office of the Purchasing Agent
Telephone: 217-789-2191

Date: **November 14, 2023**
Fax: 217-789-2207

Contract Index No: **UW24-11-71**
Contract Name: **Ferric Sulfate**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Bid opening Due Date: **2:00 P.M. Central Time USA Thursday, December 7, 2023**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Kemira Water Solutions, Inc.

Contact Name: Christina M. Imbrogno

Vendor Address: 4321 W. 6th St. Lawrence, KS 66049

Vendor E-Mail: Kwsna.bids@kemira.com

Phone: (785) 842-7644 **Fax:** (785) 842-2629

2023-600

018-01-24

PROPOSAL OF BIDDER
FERRIC SULFATE

The bidder shall furnish ferric sulfate by truck in approximate 20-25 ton quantities D.D.P. Incoterms 2020, Water Purification Plant, 3100 Stevenson Drive, Springfield, Illinois with freight charges to destination included.

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above referenced contract for the consideration stated hereinafter as follows:

ITEM	QUANTITY	UNITS	UNIT PRICE	TOTAL
Ferric Sulfate	3,000,000	Wet Lbs.	$ 0.151	$ 453,000.00

If there is a discrepancy between the unit price and the total, the unit price will prevail.

Maximum time of delivery of the material, from the time of telephone request for shipments is 5 days. Telephone number and contact person who is to be notified for shipment request:

Telephone #: (800) 927-3950
Contact person: Customer Service

The City reserves the right to increase or decrease quantities to meet the needs of the City. Any exceptions to the specifications shall be noted below.

Please note any exceptions or clarifications below:

none

2023-600

018-01-24

File Number 6439-297-2

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

KEMIRA WATER SOLUTIONS, INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON AUGUST 15, 2005, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 31ST *day of* MARCH *A.D.* 2023 .

Authentication #: 2309002044 verifiable until 03/31/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

2023-600

018-01-24

COPY

2024-514

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 453,000.00

SUGGESTED TITLE: Authorize contract extension & additional funding / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Kemira Water Solutions, Inc. **VENDOR NO:** KE0016641

CONTRACT TERM: 1 yr. (3/1/25 - 2/28/26) **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: 453,000.00 (Original amount if change order) - **Change Order #** 453,000.00 **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☑ Other: Exten. & funding
☐ Low Bid Meeting Specs
☐ Exception:
☐ Low Evaluated Bid
Code Provision:

Previous Ord #'s 018-01-24

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BB	5180	1418	453,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Flow chart, extension letter, memo, previous ordinance

STAFF ANALYSIS

A 1 yr, contract extension and additional funding ($453,000.00) under Contract No. UW24-11-73 – Ferric Sulfate with Kemira Water Solutions, Inc. for a total amount of $906,000.00, This is the contracts 1st extension,

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.15 08:17:15 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.14 16:41:46 -06'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 08:36:39 -06'00' **Date:**

SIGN OFF:

(Mayor's Signature)

Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.11.15 08:37:01 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-514

2024-515

AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW25-03-08 – LEAD SERVICE LINE REPLACEMENTS FY2025/26 WITH PETERSBURG PLUMBING & EXCAVATING IN AN AMOUNT NOT TO EXCEED $2,806,045.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UW25-03-08 – Lead Service Line Replacements FY2025/26, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW25-03-08 was placed, and

WHEREAS, Petersburg Plumbing & Excavating ("Petersburg Plumbing") submitted the only bid meeting specifications, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW25-03-08.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Petersburg Plumbing for Contract UW25-03-08 – Lead Service Line Replacements FY2025/26 in an amount not to exceed Two Million Eight Hundred Six Thousand Forty-Five Dollars and No Cents ($2,806,045.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said contract with Petersburg Plumbing on behalf of the Office of Public Utilities.

Section 3. The payment to Petersburg Plumbing for the total maximum amount of Two Million Eight Hundred Six Thousand Forty-Five Dollars and No Cents ($2,806,045.00) from Account No. 101-100-BE-4452-2304 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-515

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Petersburg Plumbing & Excavating

CONTRACT AMOUNT: $2,806,045.00

TYPE OF AWARD: Only bid meeting specs / UW25-03-08

PRIOR ORDINANCE INFORMATION:

Related: Ord. 126-04-24 authorized the City of Springfield to borrow funds from the Illinois Environmental Protection Agency's public water supply loan program for A Lead Service Line Replacement Project.

INFORMATION:

This Ordinance accepts Contract UW25-03-08 – Lead Service Line Replacement Project FY2025/26 in an amount not to exceed $2,806,045.00, with Petersburg Plumbing and Excavating, LLC ("Petersburg Plumbing"). The work to be performed includes the installation of water services, traffic controls, pavement and yard restoration, materials, and all items specified in the bid documents.

This is a 2-year project to replace up to 200 lead services per year in the City of Springfield. This work is funded by the IEPA - PWSLP Loan No. L17-6235 and complies with the State of Illinois' Procedures for Issuing Loans from the Public Water Supply Loan Program.

The breakdown on the contract is $212,865.00 for materials and $2,593,180.00 for labor.

There were two (2) bidders on this contract, both local vendors. Petersburg Plumbing was the only bidder that met the specifications of this contract.

2024-515

2024-515

Item #	Item	Unit	Approx. Quantity per Service	Approx # of Services w/ that Quantity	Approx. Quantity	Petersburg Plumbing & Excavating Springfield, IL Unit Price	Petersburg Plumbing & Excavating Springfield, IL Total	E.L. Pruitt Company Springfield, IL Unit Price	E.L. Pruitt Company Springfield, IL Total
1	1" Type K, Copper Service Pipe	L.F.	50	15	750	$13.00	$9,750.00		
2	3/4" Type K, Copper Service Pipe	L.F.	50	300	15000	$10.00	$150,000.00		
3	1" Shutoff Ball Valve	Ea.	1	15	15	$221.00	$3,315.00		
4	3/4" Shutoff Ball Valve	Ea.	1	300	300	$166.00	$49,800.00		
5	Trenchless Replacement on Existing Routes	L.F.	50	265	13250	$69.00	$914,250.00		
6	Trenchless Replacement on New Routes	L.F.	50	25	1250	$69.00	$86,250.00		
7	Open-Cut Replacement	L.F.	50	25	1250	$65.00	$81,250.00		
8	Rock Excavation	C.Y	1	10	10	$253.00	$2,530.00	**DID**	
9	Trench Backfill (Selected Granular Backfill) (FA-6)	C.Y.	4	135	540	$82.00	$44,280.00	**NOT**	
10	Temporary Surface Over Trench (CA-6)	C.Y.	1	30	30	$254.00	$7,620.00	**MEET**	
11	Asphalt Street Removal and Replacement	S.Y.	8	110	880	$407.00	$358,160.00	**SPECIFICATIONS**	
12	Concrete Street Removal and Replacement	S.Y.	8	30	240	$407.00	$97,680.00		
13	Brick Street Removal and Replacement	S.Y.	8	15	120	$450.00	$54,000.00		
14	Oil Mat Street Removal and Replacement	S.Y.	8	50	400	$389.00	$155,600.00		
15	Concrete Driveway Removal and Replacement	S.Y.	8	15	120	$429.00	$51,480.00		
16	Blacktop Driveway Removal and Replacement	S.Y.	8	15	120	$256.00	$30,720.00		
17	Gravel Driveway Removal and Replacement	S.Y.	8	15	120	$92.00	$11,040.00		
18	Concrete Sidewalk Removal and Replacement	S.F.	30	135	4050	$41.00	$166,050.00		
19	Concrete Curb Removal and Replacement	L.F.	6	30	180	$215.00	$38,700.00		
20	Concrete Curb and Gutter Removal and Replacement	L.F.	6	25	150	$215.00	$32,250.00		
21	Concrete Steps Removal and Replacement	L.F.	6	10	60	$422.00	$25,320.00		
22	Topsoil, Seeding and Hydro-Mulch	S.Y.	15	400	6000	$55.00	$330,000.00		
23	Mobilization	Ea.	1	400	400	$265.00	$106,000.00		
						Total:	$2,806,045.00		**Rejected***

Recommend award of bid to Petersburg Plumbing, low bid meeting specifications.

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 400 lead service line replacements.

*E.L. Pruitt did not meet the DBE advertising requirements of the State Revolving Loan Program.

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact: Office of the Purchasing Agent
Telephone: 217·789·2191

Date: **August 13, 2024**
Fax: 217·789·2207

Contract Index No: **UW25-03-08**
Contract Name: **Lead Service Line Replacements FY2025/26**
Pre Bid Meeting: **Tuesday, August 27, 2024 @ 1:30 P.M.**
Bid Security: **5%**

Due Date: **2:00 P.M. Central Time USA Thursday, September 26, 2024**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Petersburg Plumbing & Excavating LLC

Contact Name: Brian Vogt

Vendor Address: 3550 Great Northern Ave., Springfield, IL 62711

Vendor E-Mail: bvogt@henson-robinson.com

Phone: (217) 321-0036 **Fax:** _____

2024-515

2024-515

PRICE PAGE
FOR LEAD LINE REPLACEMENTS FY25/26

Item #	Item	Unit	Approx. Quantity per Service	Approx Number of Services w/ that Quantity	Approx. Quantity	Unit Price	Total
1	1" Type K, Copper Service Pipe	L.F.	50	15	750	$13.00	$9,750.00
2	3/4" Type K, Copper Service Pipe	L.F.	50	300	15000	$10.00	$150,000.00
3	1" Shutoff Ball Valve	Ea.	1	15	15	$221.00	$3,315.00
4	3/4" Shutoff Ball Valve	Ea.	1	300	300	$166.00	$49,800.00
5	Trenchless Replacement on Existing Routes	L.F.	50	265	13250	$69.00	$914,250.00
6	Trenchless Replacement on New Routes	L.F.	50	25	1250	$69.00	$86,250.00
7	Open-Cut Replacement	L.F.	50	25	1250	$65.00	$81,250.00
8	Rock Excavation	C.Y	1	10	10	$253.00	$2,530.00
9	Trench Backfill (Selected Granular Backfill) (FA-6)	C.Y.	4	135	540	$82.00	$44,280.00
10	Temporary Surface Over Trench (CA-6)	C.Y.	1	30	30	$254.00	$7,620.00
11	Asphalt Street Removal and Replacement	S.Y.	8	110	880	$407.00	$358,160.00
12	Concrete Street Removal and Replacement	S.Y.	8	30	240	$407.00	$97,680.00
13	Brick Street Removal and Replacement	S.Y.	8	15	120	$450.00	$54,000.00
14	Oil Mat Street Removal and Replacement	S.Y.	8	50	400	$389.00	$155,600.00
15	Concrete Driveway Removal and Replacement	S.Y.	8	15	120	$429.00	$51,480.00

2024-513

PRICE PAGE
FOR LEAD LINE REPLACEMENTS FY25/26

16	Blacktop Driveway Removal and Replacement	S.Y.	8	15	120	$256.00	$30,720.00
17	Gravel Driveway Removal and Replacement	S.Y.	8	15	120	$92.00	$11,040.00
18	Concrete Sidewalk Removal and Replacement	S.F.	30	135	4050	$41.00	$166,050.00
19	Concrete Curb Removal and Replacement	L.F.	6	30	180	$215.00	$38,700.00
20	Concrete Curb and Gutter Removal and Replacement	L.F.	6	25	150	$215.00	$32,250.00
21	Concrete Steps Removal and Replacement	L.F.	6	10	60	$422.00	$25,320.00
22	Topsoil, Seeding and Hydro-Mulch	S.Y.	15	400	6000	$55.00	$330,000.00
23	Mobilization	Ea.	1	400	400	$265.00	$106,000.00
						Total:	$2,806,045.00

Approximate bid quantities shown are estimates and are in no way guaranteed. The Contractor should be aware that actual quantities may vary over or under those shown. Approximate quantities assume work associated with 400 lead service line replacements.

File Number 0362676-8



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

PETERSBURG PLUMBING AND EXCAVATING, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON JULY 25, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST *day of* SEPTEMBER *A.D.* 2011

Jesse White

SECRETARY OF STATE

Authentication #: 1125601923
Authenticate at: http://www.cyberdriveillinois.com

2024-515

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 2,806,045.00 - FY25/26

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Petersburg Plumbing and Excavating **VENDOR NO:** VC0000001675

CONTRACT TERM: 2 yrs. **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☑ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** Only bid meeting spec.
☐ **Exception:**
Code Provision:

Previous Ord #'s 178-05-21

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BE	4452	2304	2,806,045.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid tab & pages from contract book

STAFF ANALYSIS

Accepting bids and authorizing contract UW25-03-08 – Lead Service Line Replacements FY2025/26 with Petersburg Plumbing & Excavating for $2,806,045.00 – 2 yrs.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.26 15:13:33 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.26 15:02:45 -06'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.12.03 08:03:11 -06'00' **Date:**

SIGN OFF:

(Mayor's Signature) GEM

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.12.03 09:02:47 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-515

AN ORDINANCE ACCEPTING PROPOSAL NO. UE24-30 WITH RENASCENT INC. FOR PHASE 1 OF THE DISMANTLE/TEARDOWN OF THE DALLMAN AND LAKESIDE POWER PLANTS IN AN AMOUNT NOT TO EXCEED $2,291,722.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance approves and authorizes the execution of Proposal No. UE24-30 with Renascent Inc. ("Renascent") in an amount not to exceed $2,291,722.00, for Phase 1 of the Dismantle/Teardown of the Dallman and Lakeside Power Plants, and

WHEREAS, Competitive Sealed Proposals were sought to locate vendors pursuant to Section 38.38 of the Code of the City of Springfield, Illinois, and

WHEREAS, Renascent submitted the lowest costing proposal and the best overall value, and

WHEREAS, the proposal documents with Renascent shall be on file in the Office of the City Clerk and identified by Request for Proposal No. UE24-30.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts Proposal No. UE24-30 with Renascent for Phase 1 of the Dismantle/Teardown of the Dallman and Lakeside Power Plants in an amount not to exceed Two Million Two Hundred Ninety-One Thousand Seven Hundred Twenty-Two Dollars and No Cents ($2,291,722.00) for the City of Springfield Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said proposal on behalf of the City of Springfield Office of Public Utilities.

Section 3. The Payment by the City of Springfield Office of Budget and Management to Renascent in the amount not to exceed Two Million Two Hundred Ninety-One Thousand Seven Hundred Twenty-Two Dollars and No Cents ($2,291,722.00) from Account No. 102-100-CAA-7714-1205 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____

MAYOR

ATTEST: _____ Approved as to legal sufficiency:

12/11/24

Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Renascent Inc.

CONTRACT AMOUNT: $2,291,722.00

TYPE OF AWARD: Lowest Proposal / UE24-30

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Proposal UE24-30 in an amount not to exceed $2,291,722.00 with Renascent Inc. ("Renascent") for Phase 1 of the Dismantle/Teardown of the Dallman and Lakeside Power Plants.

Phase 1 of dismantling will include removing the Lakeside stack, precipitator, and ductwork, Units 31, 32, and 33 ductwork between the Dallman building and scrubbers including the precipitators and SCR structures, and A and D coal pit closure. It is estimated that Phase 1 will take approximately 12 months to complete.

The funding will be split between FY25 and FY26 as follows: FY25- $750,000.00 and FY26- $1,541,722.00.

There were 5 bidders on this contract; none of the bidders were local vendors. Renascent submitted the lowest costing proposal.

2024-516

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Michelle Carlisle**
Office of Public Utilities

FROM: **Mike Lesko, Purchasing Agent** JML

DATE: **November 21, 2024**

SUBJECT: **Determination for Sealed Competitive Proposal**

I have reviewed the Request for Proposals for RFP# UE24-30 Dismantle and Teardown of Dallman and Lakeside Plants and recommended award to Renascent, Inc.

In accordance with the requirements of Section 38.38(a) of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practicable nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-516

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact Person: Purchasing Agent
Telephone: 217·789·2191
Fax: 217·789·2207

Date: **May 16, 2024**

Request for Proposal Index No: **RFP UE24-30**
Request for Proposal Name: **Dismantle/Teardown of the Dallman and Lakeside Power Plants**
Pre-Bid Meeting: **Tuesday, June 11, 2024 at 10:00 a.m.**
Bid Security: **Two Percent (2%) of bid**

Due Date: **3:00 P.M. Central Time USA Thursday, July 25, 2024**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #200 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated. All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Request for Proposal to the Purchasing Agent named above.

Name of Vendor: Renascent Inc.

Contact Name: Luke Fray, Director of Estimating

Vendor Address: 6325 Digital Way, Suite 300, Indianapolis, IN 46278

Vendor E-Mail: lfray@renascentinc.com

Phone: (463) 206-8848 **Fax:** N/A

2024-516

ARTICLE 3 - BID PRICE

3.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

BASE BID
SCHEDULE OF PRICES

ITEM	DESCRIPTION	TOTAL (FIGURES)
A	**Priority #1 Work**	
A.1	Removal of the Lakeside Power Plant stack and precipitator. Mitigate any potential hazardous materials before teardown begins, separate salvage steel and other recyclables, and grind concrete to meet clean construction demolition debris (CCDD) requirements. Complete for the Lump Sum of:	$ 1,298,255 .00
A.2	Removal of the Dallman Power Plant Unit 31/32 SCR, precipitator and ductwork. Mitigate any potential hazardous materials before teardown begins, separate salvage steel and other recyclables, and grind concrete to meet clean construction demolition debris (CCDD) requirements. Complete for the Lump Sum of:	$ 1,269,377 .00
A.3	Removal of the Dallman Power Plant Unit 33 SCR. Mitigate any potential hazardous materials before teardown begins, separate salvage steel and other recyclables, and grind concrete to meet clean construction demolition debris (CCDD) requirements. Complete for the Lump Sum of:	$ 1,152,579 .00
A.4	Removal of the tanks west of the Unit 31/32 SCR. Mitigate any potential hazardous materials before removal begins, separate salvage steel and other recyclables, and grind concrete to meet clean construction demolition debris (CCDD) requirements. Complete for the Lump Sum of:	$ 44,307 .00
A.5	Remove foundations and equipment from the A and D pits and use structural fill to fill them. Grind concrete to meet clean construction demolition debris (CCDD) requirements. Complete for the Lump Sum of:	$ 608,954 .00
	Priority #1 Work Subtotal $ 4,373,472 **.00**	
	Priority #1 Asset Recovery (scrap value/credit) $ (2,081,750) **.00**	
	Net Total Bid for Priority #1 $ 2,291,722 **.00**	

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1. The Date of Contract is scheduled to be October 1, 2024.

2. The dates listed below will be adjusted day-for-day for any delay in the Date of Contract. For example, if the Date of Contract is October 15, 2024, each of the below dates would be adjusted forward fourteen (14) calendar days.

3. The following main items of Work shall be completed within the following times (time starts when work on priority item begins).

   a. Priority #1 – Lakeside stack and precipitator, Units 31/32 SCR, Unit 33 SCR, and A & D pits: 12 months.

   b. Priority #2 – Units 31/32 scrubber, Units 31/32 stack and precipitator, Crusher house, A & B conveyors, and ash sluice lines: 12 months.

   c. Priority #3 – Units 31, 32, & 33 equipment, Unit 33 stack, Dallman building, and seal cooling water system: 18 months.

   d. Priority #4 – Lakeside building & seal cooling water system: 12 months.

   e. Priorities #1, 2, 3, and 4 – all four priorities let as one job: 30 months.

E. BIDDER agrees that, for Final Completion, all portions of the Work, including all surface restorations, cleaning, and record drawings shall be complete such that Owner may final and closeout the project on or before the date of Final Completion stated above.

F. The Final Completion date may be extended up to ninety (90) days if agreed to, in writing, by Project Managers of both Contractor and Owner. The maximum number of extensions allowed shall be two (2).

G. Liquidated damages for failing to meet milestone schedules of the project will be as described in Article 14 of the Supplemental General Conditions.

2.02 BIDDER agrees to accept as full payment for the work proposed under this project as herein specified and as shown on the Drawings, based upon the undersigned's own estimate of quantities and costs, the following schedule of prices. BIDDER agrees that the lump sum amounts represent a true measure of the labor and materials required to perform the Work, including all allowances for overhead and profit for each type and unit of work called for on these Contract Documents.

File Number 7032-071-1

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

RENASCENT, INC., INCORPORATED IN INDIANA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 02, 2015, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 11TH *day of* OCTOBER *A.D.* 2023 .

Authentication #: 2328403108 verifiable until 10/11/2024
Authenticate at: https://www.ilsos.gov

SECRETARY OF STATE

2024-516

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 2,291,722.00

SUGGESTED TITLE: Accepting & authorize proposal / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Renascent Inc. **VENDOR NO:**

CONTRACT TERM: - **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** Lowest Proposal
☐ **Exception:**
Code Provision:

Previous Ord #'s -

Is Purchasing Agent approval required? No ☐ Yes ☑
Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CAA	7714	1205	2,291,722.00 total
2			in FY25			750,000
3			in FY26			1,541,722.00
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid Tab

STAFF ANALYSIS

Accepting proposal for Phase 1 of the dismantle / teardown of various structures at Dallman and Lakeside Power Plants.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.11.21 15:56:25 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.19 13:30:51 -06'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 11/21/2024

SIGN OFF:

(Mayor's Signature) GEM

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

2024-516

1001

2024-517

AN ORDINANCE ACCEPTING THE BID AND AUTHORIZING THE EXECUTION OF CONTRACT UE25-10-34 – LINE CLEARANCE SERVICES FOR A TWO-YEAR TERM FOR THE ELECTRIC DIVISION WITH WRIGHT TREE SERVICE, INC. IN AN AMOUNT NOT TO EXCEED $6,500,000.00 FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UE25-10-34 – Line Clearance Services for the City of Springfield Office of Public Utilities Electric Division Electric Transmission, Distribution and Operations Department, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UE25-10-34 was placed, and

WHEREAS, the contract is for a two-year period covering the time period of March 1, 2025, through February 28, 2027, and

WHEREAS, Wright Tree Service, Inc. submitted the lowest evaluated bid based on a point system, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UE25-10-34.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from Wright Tree Service, Inc. for Contract UE25-10-34 – Line Clearance Services for a two-year term in an amount not to exceed Six Million Five Hundred Thousand Dollars and No Cents ($6,500,000.00) for the City of Springfield Office of Public Utilities Electric Division Electric Transmission, Distribution and Operations Department.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract with Wright Tree Service, Inc. on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment to Wright Tree Service, Inc. for the total maximum amount of Six Million Five Hundred Thousand Dollars and No Cents ($6,500,000.00) from Account No. 102-100-CBBB-7784-1232 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City of Springfield Office of the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:
12/12/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-517

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

VENDOR NAME: Wright Tree Service, Inc.

CONTRACT AMOUNT: $6,500,000.00

TYPE OF AWARD: Low Evaluated Bid based on a point system / UE25-10-34

PRIOR ORDINANCE INFORMATION:

Most recent: UE22-09-55, Ord. 471-12-21, Asphlund Tree Expert LLC, 2 years (March 1, 2022 – Feb. 29, 2024), $7,000,000.00, Low bid. Then Ord. 459-10-23 authorized an extension for 1 year (March 1, 2024 – Feb. 28, 2025) and an additional $3,500,000.00

INFORMATION:

This is a standard, recurring ordinance for the purchase of line clearance services.

This Ordinance accepts the low evaluated bid for Contract UE25-10-34 - Line Clearance with Wright Tree Service, Inc. in an amount not to exceed $6,500,000.00 for the next two years. The bid was based on a point system; Wright Tree Service, Inc. scored the highest in points and therefore, is being awarded the contract.

The contractor will furnish equipment, labor, supervision, and tools necessary for clearing the right-of-way for new lines and line clearing over, under, and adjacent to energized electric distribution and transmission lines in and around Springfield, Illinois. Line clearing is an essential part of the electric system maintenance program. Without line clearing, operating expenses would be greatly increased because of damages from high winds, rain, storms, ice, and dead trees. Reduced outages increase customer satisfaction and maintain revenues that would otherwise be lost.

There were two bidders on this contract, both are non-local vendors. Previously, the contract was awarded to Asphlund Tree Expert LLC for a total combined amount not to exceed $10,500,000.00 for a three-year period.

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CONTRACT NAME: Line Clearance Services
CONTRACT NO: UE25-10-34
DEPARTMENT: Electric T&D
DATE: November 8, 2024

	Asplundh Tree Expert Willow Grove, PA	**Wright Tree Service West Des Moines, IA**
Evaluated Point Total per Contract (See Attached for breakdown)	97.96	**99.89**

**Recommend Award of Bid to Wright Tree Service, low bid as evaulated.

2024-5117

Labor and Equipment	Asplundh	Wright
Foreman	$ 73.190	$ 73.510
Trimmer	$ 70.180	$ 68.970
55' Bucket	$ 20.340	$ 17.080
70' Bucket	$ 23.200	$ 22.980
Disc Chipper	$ 5.370	$ 5.510
	$ 192.280	$ 188.050
	102.25%	100.00%
Total Points	**87.98**	**90.00**
Other Labor		
0-6 months	$ 56.320	$ 54.980
6-12 months	$ 59.110	$ 59.700
12-18 months	$ 61.860	$ 62.550
18-24 months	$ 64.650	$ 65.450
Groundman	$ 56.320	$ 54.620
	$ 298.260	$ 297.300
	100.32%	100.00%
Total Points	**4.98**	**5.00**
Other Equipment		
Service Vehicle	$ 11.670	$ 17.170
Spray Truck	$ 10.590	$ 21.390
Bobcat with Fecon	$ 42.850	$ 40.650
Brush Hog	$ 17.700	$ 16.000
Back Yard Lift	$ 38.700	$ 26.170
Split Dump	$ 7.260	$ 11.730
Timber Jack	$ 46.170	$ 45.550
	$ 174.940	$ 178.660
	100.00%	102.13%
Total Points	5.00	4.89
	97.96	**99.89**

Each bidder's costs for the labor and equipment will be weighted according to the results of the above calculations. The Bidder with the lowest labor and equipment costs combined will be assigned 90 points. Each bidder will be assigned points according to their labor and equipment costs. (Examples: **1.** If a bidder is 10% higher on labor and equipment costs than the lowest bidder, he will be assigned 81 points. **2.** If a bidder is 5% higher on labor and equipment costs than the lowest bidder, he will be assigned 85.5 points, etc.)

The hourly costs for this labor will be added together and a total dollar figure will be established for each bidder. Each bidder's costs for this labor will be weighted according to the results of the above calculations. The Bidder with the lowest labor costs combined will be assigned **5 points**. Each bidder will be assigned points according to their labor costs as in the previous example.

The hourly costs for this equipment will be added together and a total dollar figure will be established for each bidder. Each bidder's costs for this equipment will be weighted according to the results of the above calculations. The bidder with the lowest equipment costs combined will be assigned **5 points**. Each bidder will be assigned points according to their equipment costs as in the previous example.

(Wright has the higher total points)

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact: Office of the Purchasing Agent
Telephone: 217·789·2191

Date: **October 8, 2024**
Fax: 217·789·2207

Contract Index No: **UE25-10-34**
Contract Name: **Line Clearance Services (2 years)**
Pre Bid Meeting: **N/A**
Bid Security: **N/A**

Due Date: **2:00 P.M. Central Time USA Thursday, November 7, 2024**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: Wright Tree Service, Inc.

Contact Name: Jerry Black

Vendor Address: 5930 Grand Ave., West Des Moines, IA 50266

Vendor E-Mail: contractadmin@wrighttree.com

Phone: 515-277-6291 **Fax:** 515-274-3852

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PRICE PAGES FOR
LINE CLEARANCE CONTRACT

The undersigned bidder proposes to furnish all labor, material, equipment and services to satisfactorily perform the above referenced contract for the consideration stated hereinafter as follows:

PROPOSAL

The bidder proposes that subject to the terms and conditions of these specifications work will be done for the Purchaser at the hourly rates listed below. These rates shall include all employee benefits and labor overheads.

A. LABOR AND EQUIPMENT

	REGULAR HOURLY COST	OVERTIME HOURLY COST	DOUBLE TIME HOURLY COST
Line Clearance Foreman	$ 73.51	$ 102.91	$ 132.31
Line Clearance Trimmer	$ 68.97	$ 96.56	$ 124.15
EQUIPMENT			
55 Ft. Working Height Trim Lift	$ 17.08		
70 Ft. Working Height Trim Lift	$ 22.92		
Disk Chipper, Trailer Mounted	$ 5.51		

B. OTHER LABOR COSTS

Line Clearance Trimmer Trainee	REGULAR HOURLY COST	OVERTIME HOURLY COST	DOUBLE TIME HOURLY COST
0-6 Months Experience	$ 54.98	$ 76.97	$ 98.97
6-12 Months Experience	$ 59.70	$ 83.58	$ 107.46
12-18 Months Experience	$ 62.55	$ 87.57	$ 112.59

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18-24 Months Experience	$ 65.45	$ 91.63	$ 117.81
Line Clearance Groundman	$ 54.62	$ 76.47	$ 98.32

The prevailing wage rate will be used to establish the minimum labor price bid.

Wage rates bid shall be firm for duration of the original contract period. If the contract is extended beyond the original contract period, labor prices listed above may be escalated by a maximum of 5 percent per year on contract anniversary date. These potential increases will include wage, overhead and profit.

C. OTHER EQUIPMENT: Hourly rates charges when operated by Contractor's Crew:

Service Vehicle, 4 Wheel Drive Per Crew Hour Used $17.17

Spray Truck (300 Gal.) Per Crew Hour Used $21.39

Bobcat Skid Steer Loader with Fecon Mower $40.65

Brush Hog 5' on 4 Wheel Drive Tractor with Trailer Per Crew Hour Used $16.00

Back Yard Aerial Device (Insulated Man Lift) $ 26.17

Split Dump Truck $ 11.73

Timber Jack $ 45.55

List additional equipment available : RATE - PER HOUR USED
including higher Lifts and Brush Clearing Equipment. Include Rates.

Jarraff $56.38

Compact Boom Trimmer $43.17

ATV $6.91

Squirt Boom $19.45

2024-517

File Number 4966-830-9

STATE OF ILLINOIS

OFFICE OF THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, **Alexi Giannoulias,** *Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that*

WRIGHT TREE SERVICE, INC., INCORPORATED IN IOWA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON MAY 25, 1970, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, *I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this* 5TH *day of* NOVEMBER *A.D.* 2024 .

Authentication #: 2431002278 verifiable until 11/05/2025
Authenticate at: https://www.ilsos.gov

Alexi Giannoulias
SECRETARY OF STATE

2024-517

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 6,500,000.00 - over 2 years

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Wright Tree Service **VENDOR NO:** VC0000003807

CONTRACT TERM: 2 yrs. **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid** ☐ **Other:**

☐ **Low Bid Meeting Specs** ☐ **Exception:**

☑ **Low Evaluated Bid** **Code Provision:**

(based on a point system)

Previous Ord #'s

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CBBB	7784	1232	6,500,000.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid tab, Blue book pages

STAFF ANALYSIS

An Ordinance accepting the bid and authorizing the execution of contract UE25-10-34 – Line Clearance Services for a two-year term for the Electric Division with Wright Tree Service, Inc. in an amount not to exceed $6,500,000.00

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.11.14 14:34:08 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.11.14 12:58:56 -06'00' **Date:** Scott Rogers

CITY PURCHASING AGENT: Anthony Quinones Digitally signed by Anthony Quinones Date: 2024.11.14 14:33:33 -06'00' **Date:**

SIGN OFF: GEM (Mayor's Signature)

J Michael Lesko for RM (Director of OBM) 11/14/2024

The information supplied on this form is not confidential information.

2024-517

AN ORDINANCE ACCEPTING AND AUTHORIZING THE EXECUTION OF A CONTRACT WITH AIRGAS USA, LLC, IN AN AMOUNT NOT TO EXCEED $641,360.00 FOR THE PURCHASE OF HYDROGEN AND THE RENTAL OF LOW-PRESSURE STORAGE TANKS FOR THE DALLMAN GENERATING STATION FOR A FIVE-YEAR TERM FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, the Dallman Power Plant Unit requires hydrogen for turbine cooling during operation, and

WHEREAS, this Ordinance authorizes the purchase and delivery of hydrogen and the rental of hydrogen storage systems for Dallman Generating Station from Airgas USA, LLC ("Airgas") via a five-year contract, a copy of which shall be on file in the Office of the City Clerk, and

WHEREAS, the Utility will purchase hydrogen over the said period, pricing for which will be based upon the Commodity Price Index URBAN Index, and

WHEREAS, Airgas also will rent to the Utility the required hydrogen storage systems at fixed monthly rental prices for said equipment, rates for which are specified in the contract, and

WHEREAS, historically, other vendors have been unable to provide a storage system for hydrogen and, furthermore, have been unwilling to supply this product due to liability concerns resulting from said vendors having to fill a vessel owned, hydrostatically tested, and certified by another entity, and

WHEREAS, in accordance with the provisions of Section 38.40 of the City Code, the Purchasing Agent has determined that this Contract is not subject to sealed competitive bidding.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby accepts and authorizes execution of a Contract, a copy of which shall be on file in the Office of the City Clerk, with Airgas for the purchase of hydrogen, as required, and the rental of storage tanks for the product for use at the Dallman Generating Station for a five-year term in an amount not to exceed Six Hundred Forty-One Thousand Three Hundred Sixty Dollars and No Cents ($641,360.00).

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said Contract on behalf of the City of Springfield Office of Public Utilities.

Section 3. The payment by the City of Springfield Office of Budget and Management to Airgas for the total maximum amount of Six Hundred Forty-One Thousand Three Hundred Sixty Dollars and No Cents ($641,360.00) from Account No. 102-100-CABC-7702-1416 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: Airgas USA, LLC

CONTRACT AMOUNT: $641,360

TYPE OF AWARD: Sole Source

PRIOR ORDINANCE INFORMATION:

Most recent: Ord. 212-05-19, 5 yrs., $1,102,860.00 (for Dallman Power Plant Units No. 31, 32, 33, and 4.)

INFORMATION:

This is a standard, recurring ordinance for purchasing a supply of hydrogen and renting a dock for Dallman Generation Station.

Dallman Power Plant Unit 4 requires hydrogen for turbine cooling during operation. Without hydrogen, Unit 4's generator would have to be shut down.

This Ordinance authorizes the purchase and delivery of hydrogen and the rental of hydrogen storage systems from Airgas USA, LLC ("Airgas") under a five-year contract in an amount not to exceed $641,360.00. The hydrogen will be purchased based upon the Commodity Price Index URBAN Index prices in effect on November 1, 2024, with a review of said prices at 6-month intervals.

The ordinance and contract also provide for fixed monthly rental rates for the associated hydrogen storage system. These rates are set at $653.50 per month for the hydrogen dock; the total rental cost for a 60-month contract is $39,210.00; and the total price to furnish approximately 5,000,000 SCF of Hydrogen over the 60-month contract using the URBAN Index is $602,150.00 for a total contract price of $641,360.00.

Airgas is the sole source for this product. Historically, other vendors have been unable to provide a storage system for hydrogen and, furthermore, have been unwilling to supply this product due to liability concerns resulting from said vendors having to fill a vessel owned, hydrostatically tested, and certified by another entity.

Under the last contract, the supply of hydrogen and dock rental covered Unit Nos. 31, 32, 33, and Unit 4 for a total of $1,102,860.00 for a five-year term. The breakdown for Unit 4's portion under that previous contract: $726 monthly dock rental; the total rental for the 60-month contract was $43,560.00; and the total price to furnish approximately 5,000,000 SCF of Hydrogen over the 60-month contract using URBAN Index was $465,000.00 for a grand total (for Unit 4 only) was $508,560.00.

2024-518

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Michelle Carlisle**
Office of Public Utilities

FROM: **Mike Lesko, Purchasing Agent** JML

DATE: **December 4, 2024**

SUBJECT: **Sole Source Determination**

I have reviewed the Ordinance Fact Sheet for Airgas USA, LLC for the 5 year contract to purchase hydrogen and rent low pressure storage tanks for the Office of Public Utilities.

Based on the information provided and previous contractual information, I have determined that Airgas USA, LLC is the sole source. Pursuant to Article 38.40 of the City Purchasing Code, this purchase is exempt from the City's requirements for Sealed Competitive bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-518

CITY OF SPRINGFIELD, ILLINOIS, PROPOSAL

Title of Project: **Dallman Unit 4 Power Plant Low Pressure Hydrogen Dock and Hydrogen Supply – 5 Year**

SECTION I

GENERAL INSTRUCTIONS, STANDARD TERMS AND CONDITIONS

(1) Submission of Proposals

(a) Proposals and all supporting documentation must be returned.

(b) Proposals shall be delivered in a sealed opaque envelope clearly identified with the name of the firm executing the proposal, its address, and title of the project clearly marked and addressed as follows:

Office of Public Utilities
Room 400, Municipal Center West
800 East Monroe Street
Springfield, IL 62757

Proposal For: **Dallman Unit 4 Power Plant Low Pressure Hydrogen Dock and Hydrogen Supply**

(c) Proposals received after the time designated above will not be considered.

(d) All inquiries concerning this Request for Proposal should be directed to:

Office of the Purchasing Agent
Room 200 Municipal Center, West
300 South Seventh Street
Springfield, IL 62701-1681
Phone: 217-789-2191
Fax: 217-789-2207
Purchasing@springfield.il.us

(2) Preparation and Signature of Proposal

(a) Signature - whenever any of the Contract Documents, addenda, or certifications thereto require signature of the bidder or Contractor such signature shall be in substantially the following form.

Proposals must be submitted typewritten or in ink, inscribed with the title and number of the project as designated above, the name of the firm, and signed by an officer of the firm authorized to make the offer.

In case of a corporation, the full legal name of the corporation and title of the officer signing must be stated, and any officer signing must be thereunto duly authorized to bind the corporation (the City reserves the right to require a certified copy of that section of Corporate Bylaws or other authorization by the Corporation which permits the person to execute the offer for the Corporation).

In the case of a partnership, the signature of at least one of the general partners must follow the firm name, using the term "member of the firm" or similar designation.

In case of a sole proprietorship, the signature of the owner must follow the firm name using the term "doing business as," "sole owner," or similar designation.

In all cases the name of the individual signing shall be typed or printed below the signature. All signatures must be original and in ink.

(b) Do not alter, modify, or rearrange Proposal booklet in any manner.

(c) Any exceptions to the Specifications must be provided in accordance with the instructions given in the Specifications.

(d) Any additional information or descriptive literature must be submitted separately.

(e) Failure to submit the proposal booklet as set **forth above, completed according to these instructions, and may result in rejection of the proposal.**

(3) Award of Contract

Unless the Special Requirements state that the award may be based on initial offers alone, the City shall conduct negotiations with the best qualified offeror or offeror's with acceptable proposals, and permit revisions to obtain best and final offers. The best qualified offeror's shall have equal opportunities to negotiate or revise their proposals. During negotiations, the City shall not disclose the identity of competing offeror's or of any information derived from proposals submitted by competing offeror's. The City shall award the contract to the responsible offeror whose proposal is determined to be the most advantageous to the City, taking into consideration price and other evaluation criteria as set for herein, however, any and all proposals received in response to this request may be rejected by the Mayor if it is determined that it is in the best interest of the City. The City Council reserves the right to waive any informality or irregularity in the proposals received.

(4) Evaluation Criteria

It is the purpose of this Request for Proposal to obtain the highest quality of services, and to maximize to the fullest extent possible the value of the public funds of the City. Award shall be made to the responsible offeror whose proposal is determined to be the most advantageous to the City taking into consideration price and the evaluation factors set forth below.

When evaluating any proposal, the City shall consider such factors as:

(a) Competence to perform the services as reflected by technical training and education, general experience, experience in providing the required services; management skills, qualifications and competence of persons who would be assigned to perform services; program offerings; ability to perform the services as reflected by workload and the availability of adequate personnel, equipment, and facilities to perform the services expeditiously, past performance as reflected by the evaluation of private persons and officials of other governmental entities that have retained the services of the firm with respect to such factors as control of costs, quality of work, and an ability to meet deadlines; financial responsibility.

(b) Price and cost effectiveness.

The City may require of any offeror such information as may be necessary to satisfy the City of the offeror's qualifications.

(5) Federal, State and Local Laws

The offeror's attention is directed to the fact that all applicable federal, state, county and municipal laws, ordinances, rules and regulations and codes of all authorities having jurisdiction shall apply to the contract throughout and they are deemed to be included herein the same as though herein written out in full.

(6) Certification and Commitments

In order to be eligible for award of this contract, the offeror must execute and return the Certifications and Bidders Signature Sheet, pertaining to the following:

(a) Certification of Non-Delinquency - Pursuant to Section 11.42.1-1 of the Illinois Municipal Code, the City of Springfield may not enter into a contract or agreement with an individual or other entity that is delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate Revenue Act, its liability for tax or the amount of tax. Before executing a contract, the City must obtain a statement under oath from the individual or entity that no such taxes are delinquent. Making a false statement is a Class A misdemeanor. In addition, making a false statement voids the contract and allows the City to recover all amounts paid to the individual or entity under the contract in a civil action.

For purposes of this Section of the Municipal Code, a person or other entity shall not be considered delinquent in the payment of a tax if the person or entity (1) has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and (2) is in compliance with the agreement. In that case, the sworn statement shall state those facts.

(b) Certification of Non-Conviction - Pursuant to Section 33E-11 of the Illinois Criminal Code, every bid submitted to the City must contain a certification the bidder is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 or 33E-4 of the Criminal Code;. Any contractor, who makes a false statement material to this Certification, commits a Class 3 felony.

(c) Commitment to Provide Equal Employment Opportunity - Pursuant to Title 9, Chapter 93, Section 93.13 of the Code of Ordinances of the City of Springfield, the city shall not contract with any employer who is a general construction contractor in an amount greater than $15,000, or purchase goods or services from any employer who is a vendor in an amount greater than $2,500, maintain any financial relationship with any financial institution, or use the services of any labor organization, which does not first submit to the city a written commitment to provide equal employment opportunity, sworn to and signed by an executive official of that employer, financial institution or labor organization in his or her official capacity. Such commitment shall contain the following agreements:

(1) To maintain specific employment practices to achieve equal employment opportunity.

(2) To examine all job classifications to determine if minority persons or women are underutilized and take appropriate affirmative action to rectify any such underutilization by setting specific goals for participation by minority groups.

(3) To state [on] all solicitations or advertisements for employees, that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(4) To submit to the city, on request, written evidence of the effectiveness of the above required practices, policies and goals.

(5) To submit to the city, on request, statistical data concerning employee composition or membership composition on race, color, sex, and job description.

(6) To distribute copies of this commitment to all members of this firm who participate in recruitment, screening, referral, and selection of job applicants and prospective job applicants.

(7) To send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising the contractor's obligations herein.

(8) To expressly require any subcontractor who has a contract in excess of $5,000 to submit to the city a written commitment which contains the provisions required by subsections (I) through (7) above.

(d) Any person who has executed an agreement with the State of Illinois or the United States, or any of their agencies or departments which commits such person to provide equal employment opportunity and which substantially fulfills the requirements of this section may file such agreement with the commission. Agreements so filed shall be affirmative action programs under this section unless rejected by a 2/3 vote of the appropriate committee of the commission as provided in the bylaws.

(7) Contract Documents

This Request for Proposals, and any addenda or other documents as are made a part hereof, together with the final proposal of the successful offeror and the City's written acceptance thereof, including the final agreement of the parties, shall comprise the Contract Documents. The Contract Documents shall constitute the entire agreement of the parties.

(8) Bid Security

The City will not consider bids covering only a portion of the Specifications except as specifically required or permitted therein. In case of any conflict between the bidder's proposal and the Specifications contained in Section IT, the Specifications contained therein shall be controlling.

[x] Bid Security will not be required for this contract.

[ ] Bid Security will be required for this contract and shall be submitted in accordance with the following instructions.

(a) Bids will not be considered unless they are accompanied by bid security in the form of a Certified Check, Cashier's Check, Bank Draft, Bank Money Order or a Satisfactory Bid Bond payable to the City of Springfield, Illinois, in the amount of [ ] as a guarantee that the bidder will enter into a contract with the City if the bid is accepted.

(b) Bids and bid security shall be delivered in a **separate sealed envelope** marked and addressed as provided in article 2 above. All bid security must be identified with the Contract Index Number.

(c)A permanent bid bond, or annual bid bond, may be placed on file with the Office of Budget and Management, in lieu of delivering said bond with the proposal.

(d)Bid security will be returned to all bidders upon award of contract, or rejection of bids.

(e)The City reserves the right to retain the lowest responsible bidders bid security for failure to enter into a contract.

(9) Assignment

The successful contractor shall not assign this contract without written consent of the City.

(10) Insurance

(a) The contractor, and any subcontractors, shall purchase and maintain such insurance as will protect themselves and the City against all claims arising from the operation of the work or the execution of this contract. The City, its officers, agents and employees shall be named as additional insured on all insurance policies required by the specifications to be purchased by the contractor or subcontractor.

(b) On all contracts for the construction or maintenance of public works, the contractor and its subcontractors shall maintain sufficient insurance to cover claims for bodily injury and death to its employees brought under the Illinois Worker's Compensation and Occupational Disease Act or other similar employee disability or benefit laws.

(c) Minimum requirements for insurance are set forth in the Specifications contained in Section II of this document.

(d) Certificates of insurance shall be placed on file with the City Purchasing Agent prior to beginning performance.

(11) Delivery Terms

All prices **must be quoted F.O.B. City of Springfield, Illinois,** at the point of delivery set forth in the Specifications contained in Section II or as otherwise provided by these specifications.

(12) Specifications Shall Control

In case of any conflict between these instructions and the Specifications contained in Section II, the Specifications contained herein shall control.

(13) Clarification

The City Purchasing Agent may request clarification of a Proposal or any part thereof. Clarification shall mean the communication between the City and the bidder regarding the Proposal. Such communication shall not change the Proposal, the competitive nature of all Proposals or violate any ordinance, statute or law.

(14) Royalties and Fees

The successful bidder shall pay all royalties and license fees. The successful bidder shall defend all suits or claims for infringement of any patent rights and shall save the City harmless from loss on account thereof

(15) Time of Performance

Time of performance under this contract shall be as provided in the Specifications contained in Section II of this booklet.

(16) Indemnification

The Contractor shall defend, indemnify, keep and save harmless the City of Springfield, its agents, employers and representatives against all suits, claims, damages, losses and expenses, including attorney's fees, caused by, growing out of, or incidental to, the performance of the work under this contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable.

(17) Sales Tax Exemption

(a) Pursuant to State law, the City of Springfield is exempt from the payment of sales tax on any item it buys directly from a supplier. If the Contractor purchases items for the use of the City, the Contractor is also exempt from sales tax on items which at the end of the project become the property of the City of Springfield.

(b) Items which do not become the property of the City and items which are used up in construction (an example would be fuel oil for machinery) are taxable. Any questions about the taxability of specific items can be resolved by the Illinois Department of Revenue.

(18) Multi-year Contracts

The City's fiscal year ends on the last day of February. The City's obligations on multi-year contracts and contracts extending from one fiscal year to another shall terminate immediately and without further payment being required if the City Council or applicable federal/state funding sources fail to appropriate, or otherwise make available, funds for the contract.

(19) Severability

If any provision of this contract or any applications thereof is held invalid, such invalidity shall not affect other provisions or applications which can be given effect without such invalid provision orapplication.

(20) Choice of Law and Forum

This contract is to be construed in accordance with the laws of the State of Illinois and any legal proceeding of any kind shall be filed in the Circuit Court of Sangamon County, Springfield, Illinois.

(21) Execution of Contract

(a) The successful bidder will be required to execute the Contract Execution Page on the form provided in Section IV of this booklet with signature acknowledged and signed in the same manner as prescribed in paragraph l(a) of these Instructions.

(b) The City reserves the right to require of any bidder, such information necessary to satisfy the City of the bidder's qualifications and to withhold formal signing of the contract until such information is received.

(22) Unauthorized charges against city contracts

This contract does not authorize an expenditure of city funds in excess of the contract amount without the prior approval of the city council. The contractor agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the city exceeds the contract amount. Any contract in excess of $100,000.00 must be approved by the City Council before any work is performed.

(23) Federal, State, and Local Laws:

The bidder's attention is directed to the fact that all applicable federal, state and municipal laws, ordinances, rules and regulations, and codes of all authorities having jurisdiction shall apply to the Contract Document throughout and they are deemed to be included herein the same as though herein written out in full.

(24) Rejection of Bids

Any and all bids received in response to an advertisement may be rejected by the Mayor.

SECTION II

SPECIFICATIONS (AND DRAWINGS IF APPLICABLE)

ARTICLE 1 – INTRODUCTORY INFORMATION

The Supplemental Instructions to Bidders modify the Notice, Instructions to Bidders, and General Conditions. Anything therein not so modified remains in full force and effect.

OVERVIEW

PROJECT: Purchase of Hydrogen and Delivery to Dallman Unit 4.

Located at:

Dallman Unit 4 Generating Facility
3100 Stevenson Drive
Springfield, IL 62703

For

PURCHASER: CITY OF SPRINGFIELD
CITY WATER LIGHT & POWER

PURCHASING AGENT: Mr. Mike Lesko
(217) 789-2191 Ext. 6237

PURCHASERS PROJECT MANAGER: Mr. Josh Feger
(217) 757-8670 Ext. 2475

Proposals are invited for the following work:

Purchase of Hydrogen for Dallman Unit 4 Generating Facility (5-Year).

2024-518

ARTICLE 2 - GENERAL SPECIFICATIONS FOR DALLMAN UNIT 4 POWER PLANT LOW-PRESSURE HYDROGEN DOCK AND HYDROGEN SUPPLY

Hydrogen shall be provided to the Dallman Unit 4 dock as ordered during this contract.

The supplier shall provide all labor, supervision, support, direction, job management, tools and equipment necessary to supply the specified hydrogen gas to Dallman Unit 4 power plant at the stipulated pressures and volumes stated in the Detailed Specifications section below. This shall include, but is not limited to: providing, installing, and maintaining the complete low-pressure gaseous hydrogen storage system; regularly monitoring the condition of the equipment provided, regularly maintaining the equipment in proper condition; and providing bulk hydrogen deliveries to the on-site low-pressure storage system as required to maintain inventory at a level acceptable to the City of Springfield and Airgas North Central, Inc.

The supplier may propose to furnish any manufacturer's equipment or system, but the City of Springfield reserves the right to determine if the proposed equipment or system is in compliance with these specifications. That determination will based on the descriptive material that must be supplied with the supplier's proposal.

The Unit 4 dock system will be rented to CWLP by the supplier for the five year contract period in order to justify the purchase of hydrogen from said supplier.

There are estimated purchase quantities of hydrogen listed in the following Detailed Specifications. There are no guarantees hereby made as to the actual quantities of hydrogen to be purchased.

The Dallman Unit 4 rental price of low pressure tank and pressure reducing station shall remain firm for the 5-year contract period.

The price for hydrogen shall be based on the Commodity Price Index (C.P.I.)– URBAN INDEX PRICE in effect on September 1, 2024, with a review of index prices at six month intervals throughout contract. The rate of escalation or de-escalation will be based on the index price in effect on those dates. This information shall be supplied to the Purchaser as soon as practicable in order to support any request for a change in the price under said contract.

The City of Springfield Office of Public Utilities or the supplier may cancel any portion of the contract with 60-days written notice at any time during the contract term. Said cancellation is to be made by registered mail, return receipt requested, to the name and address of the other party. The City of Springfield Office of Public Utilities shall accept delivery of materials on firm purchase orders.

Any questions concerning these specifications are to be directed to the City Purchasing Agent, Mr. Mike Lesko at 217-789-2191 Ext. 6237.

DETAILED SPECIFICATIONS

The on-site gaseous hydrogen storage system shall be designed to operate at less than 700 PSIG. All piping and fittings shall be constructed of stainless steel and suitable for hydrogen use. The system shall be designed and operated to limit the amount of hydrogen lost due to heating of the storage tank, low demand periods, and venting.

All product delivered to the Unit 4 low pressure station shall conform to the following specifications:

Total Hydrogen Purity:	99.955 minimum
Total Oxygen:	10 ppm maximum
Total Nitrogen:	400 ppm maximum
Total Moisture:	Dew Point of 80F

The supplier shall install the new systems while maintaining a continuous hydrogen supply to the generators.

Normal delivery response time shall be within 72 hours after receipt of a report of the supply on hand. Reports are submitted to the vendor weekly or more frequently during high usage periods. Emergency delivery response time shall not exceed 24 hours after receipt of an order release.

All maintenance and repairs of the equipment and any testing required is included. Contractor is not responsible for repairing any damage caused by the Purchaser's personnel or third parties.

UNIT 4 HYDROGEN DOCK

The hydrogen dock shall consist of one (1) hydrogen low-pressure tank capable of storing not less than 30,000 standard cubic feet and not more than 69,000 standard cubic feet of hydrogen, along with a pressure reducing station. The reducing regulator must be capable of reducing the hydrogen pressure in the storage tank down to 100 PSIG for generator use.

The system shall be filled from a bulk truck without removing the system from service.

Proposal of Airgas USA, LLC to Supply Hydrogen Dock Rental and Hydrogen

UNIT 4

Rental Price of Hydrogen Dock	$ 653.50 /month
Total Rental Cost for Hydrogen Dock for 60 Month Contract Price	$ 39,210.00
Total Price to Furnish Approximately 5,000,000 SCF of Hydrogen Over 60 Month Contract Period Using URBAN INDEX	$ 602,150.00
Total Cost to Provide Hydrogen Dock & Hydrogen for 60 Month Contract Period	$ 641,360.00

The price of hydrogen is based on the C.P.I. URBAN INDEX PRICE for November 1, 2024, with a review of index prices at 6-month intervals throughout the duration of the contract.

2024-518

Airgas
an Air Liquide company

Bulk Gases Rider

Rider to Agreement between City Water Light & Power and Airgas USA, LLC, with an Effective Date of November 21st, 2024.

Buyer's Location(s): 3100 Stevenson Drive, Springfield, IL 62703
Buyer's Estimated Monthly Volume: 150,000 scf

Product	Monthly Volume	Unit of Measure	Price/Unit	Equipment	Monthly Facility Fee
Hydrogen	150,000	**standard cubic feet**	**$11.82/ccf**	30,000 gallon bulk tank + ancillary equipment	$653.50/ month

***Product price will remain firm for 12 months.**

Delivery Fee shall be $64.20 per delivery.
Hazmat Fee shall be $25.00 per delivery.

Estimated Equipment Lead Time after Contract Execution:
2-4 weeks

Installation Charges (one time charge billed complete upon installation):
$0.00 (waived in lieu of 5 year agreement)

Airgas Responsibilities (included in the above pricing)

- All piping on concrete pad including final line assembly
- All required vaporization
- All work will be performed during normal working hours Monday through Friday

CITY WATER LIGHT & POWER (Buyer)
Accepted By:
Printed Name:
Title: Authorized Representative Date:

AIRGAS USA, LLC (Seller)
Submitted By: TYLER McKENZIE
Accepted By:
Printed Name:
Title: Date:

Airgas
an Air Liquide company

PRODUCT SALE AGREEMENT

Airgas USA, LLC, with offices at 3103 Business Park Circle, Goodlettsville, TN 37072 ("Seller"), and City Water Light & Power, with offices at 3100 Stevenson Drive, Springfield, IL 62703 ("Buyer"), for and in consideration of the mutual promises and covenants set forth herein and intending to be legally bound thereby, agree as follows:

1. **REQUIREMENTS**: (a) Buyer shall buy from Seller, and Seller shall sell to Buyer, Buyer's total present and future requirements of industrial, specialty, and/or medical gases, in gaseous and/or liquid form ("Product(s)"). Products shall be for Buyer's use at listed location(s) and at any relocated, expanded, or new Buyer location(s) (collectively, "Buyer Locations"), in suitable containers including, without limitation, cylinders, liquid containers and/or bulk (including mini and micro bulk), and including on-site generation equipment, upon the terms and conditions set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement. The Products covered by this Agreement shall also include Buyer's requirements of (i) welding consumables and equipment, safety products and services, and related supplies as may be designated in any rider, exhibit or amendment hereto, (ii) dry ice as may be designated in any rider or amendment hereto and (iii) any products used by Buyer in substitution for any of the Products described herein. (b) The Products shall be for Buyer's own use, and not for resale, unless the parties execute a resale addendum. Buyer shall not transfill Products from any gas or liquid storage vessels or other equipment ("Equipment") or cylinders provided by Seller into other containers unless the parties execute a transfill addendum.

2. **TERM**: This Agreement shall be effective as of November 21st, 2024 ("Effective Date"). The initial term shall be five years ("Initial Term") measured from the latest of (a) the Effective Date, (b) the first day of the month following the date of first delivery of Product by Seller hereunder to the last storage vessel installed at any Buyer Location, or (c) in the event Buyer is contractually bound and prohibited from buying Products under this Agreement by any prior agreement, the date of the earliest expiration or earlier termination of such prior agreement. Thereafter, this Agreement shall automatically renew for successive renewal terms (a "Renewal Term") equal in length to the Initial Term unless terminated at the end of (i) the Initial Term or (ii) any Renewal Term, as the case may be, upon not less than twelve months' prior written notice by either party, given in accordance with Section 23 (Notices) herein. The Initial Term and any Renewal Terms shall be the "Term". If any Equipment is modified, relocated, replaced, substituted or Seller provides additional Equipment to meet Buyer's gas requirements, then a new Term equal in length to the Initial Term shall commence upon the first day of the month following the date of first delivery of Product into the modified, relocated, replacement, substituted or additional Equipment.

3. **PRICING AND PAYMENT TERMS**: The Product prices, Rental Fees and Facility Fees (which are referred to individually and collectively as the "Price(s)") are set forth on riders to this Agreement. Buyer shall make payment in full by cash, check, wire transfer or CTX formatted ACH by the thirtieth day following the date of invoice. Continued open account credit is subject to Seller's assessment of Buyer's financial condition and ability to pay. In the event Buyer fails to make any payment when and as due, Seller may, at Seller's option, exercise any one or more of the following (in addition to any other remedies available to Seller): (a) cease all Product deliveries; (b) require Buyer, as a condition of receiving deliveries, to prepay for such deliveries and pay past due amounts as specified by Seller; (c) collect from Buyer on any delinquent balance interest at the rate of one and one-half percent per month or, if less, the maximum rate permitted by law; and/or (d) remove any Equipment, cylinders and/or other containers provided by Seller and terminate, in whole or in part, this Agreement.

4. **CHARGES**: Buyer shall pay (a) Seller's itemized charges set forth in this Agreement, including, without limitation, any rider, exhibit or amendment to this Agreement and (b) any surcharges that Seller may assess due to (i) extraordinary, emergency or other unanticipated increases in the cost of manufacturing, purchasing, supplying or distributing Product and/or (ii) Product shortages (collectively, "Charges"). Charges are not subject to Section 19 (Price Changes) and may be amended or others may be added at Seller's discretion. None of the Charges represents a tax or fee paid to or imposed by any governmental authority, and all of the Charges are retained by Seller. Seller may not have specifically quantified the relationship between such Charges and the actual costs associated with such Charges, which can vary by Product, service, time and place, among other things.

5. **RENTAL/FACILITY FEES**: Seller shall monitor cylinder deliveries and returns hereunder and shall charge Buyer rental at the rates in the attached rider ("Rental Fee"). Each invoice for Rental Fees will show a number of cylinders outstanding as of the date of such invoice. The balance shown on any such invoice shall be deemed correct and conclusive unless Buyer submits a notice of dispute in writing to Seller within ninety-five days after the date of such invoice. Buyer shall continue to pay Rental Fees on all cylinders until (i) such cylinders have been returned to Seller or (ii) payment has been made with respect to loss or damage thereto, each as in accordance with Section 6 (Cylinder Return). In the event that any Equipment is installed by Seller or its representative at Buyer's facility for storage of Product, Buyer shall pay to Seller, for the availability of said Equipment for use hereunder, a fee computed by Seller for each item of Equipment so installed ("Facility Fee").

6. **CYLINDER RETURN**: Buyer shall return, in a good and non-contaminated condition, all cylinders, with valves closed, complete with caps and fittings and shall pay Seller the replacement value of any contaminated, lost or damaged cylinders, caps or fittings. Buyer shall not permit cylinders or other storage containers furnished hereunder to be filled with any product not furnished by Seller.

7. **BULK SITE REQUIREMENTS; ACCESS**: Buyer shall promptly furnish an accessible, secure location ("Site") for Seller's Equipment at each of its facilities at which Products are required to enable suitable delivery and storage of such Products, including all foundations, bollards, lighting, fences, pipes and other preparation and equipment required for the safe delivery and distribution of Product(s) to and from the Site. Buyer shall also provide at the Site, at Buyer's cost, all electricity or other utilities, including, if necessary, phone lines, as well as all licenses and permits required in connection with use of the Site. Buyer shall ensure that the Site at all times complies with all applicable laws, codes or regulations for the relevant jurisdiction. Buyer shall begin to pay Facility Fees in the event that Buyer is unable to provide the Site within thirty days after Seller notifies Buyer that Equipment is ready for installation. Authorized representatives of Buyer, Seller and/or Seller's representatives shall have access at all times to the Site, but Buyer shall deny access to all others.

8. **INSTALLATION**: Equipment provided by Seller shall be installed and maintained in good repair and operation by Seller. Buyer may provide its own equipment in which event Seller shall have no obligation to maintain the same. Buyer shall have no ownership interest in the Equipment installed at the Site by Seller and shall keep same free of any and all liens or claims of any kind. Seller may execute and record in the name of both parties UCC statements evidencing Seller's ownership of the Equipment. Buyer will pay any applicable UCC statement filing Charge. Buyer shall pay Seller's freight costs for delivery of the Equipment to Buyer's Location, and Seller's crane and rigging costs associated with the Equipment installation. Buyer shall be responsible and liable for payment of, or, if Seller makes payment, shall reimburse Seller for, all costs arising out of Site conditions requiring additional labor or other costs. Seller shall not be liable for any delay in installation of any Equipment. Buyer shall maintain adequate fire and extended coverage insurance on the Equipment, with loss payable to Seller. Buyer shall not alter, adjust or repair any Equipment installed by Seller at the Site. Buyer shall be responsible for any loss of, or damage to, such Equipment unless arising as a direct result of Seller's sole negligence. Except as provided in Section 16 (Excuse of Performance), Buyer shall not permit

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Equipment furnished hereunder to be filled with any product not furnished by Seller. Buyer shall reimburse Seller for labor, parts and materials as the result of any service call made by Seller or Seller's representative, except for the standard preventative maintenance service as defined by Seller's standard maintenance guidelines.

9. **EQUIPMENT CHANGE**: If in the sole judgment of Seller any Equipment installed by Seller shall become inadequate, including, without limitation, because of a substantial change in Buyer's requirements of Product, Seller shall have the right to substitute a different size or type of Equipment. The Facility Fee shall be appropriately adjusted by Seller to account for the substitution and Seller will provide written notice to Buyer of the new Facility Fee. This Agreement will cover all mode changes, including but not limited to: cylinders to liquid containers, liquid containers to bulk storage vessels, bulk storage vessels to on-site generation, or any combination of the preceding.

10. **REMOVAL**: (a) Seller shall have the right to remove any Equipment installed by it within ninety days after the expiration or termination of this Agreement. Buyer's obligation with respect to loss of, or damage to Equipment shall remain in full force and effect until Seller effects such removal. (b) Buyer may request Seller to remove any of its Equipment from the Site prior to the end of the Term by making a written request to Seller for Equipment removal and paying to Seller, upon the issuance of an invoice, (i) a pro-rata share of any unreimbursed costs incurred by Seller in installing such Equipment which reflects the balance of the Term of this Agreement that is unexpired as of the date of such removal and (ii) the estimated costs associated with the removal of the Equipment and shipping costs to the closest service center of Seller (collectively, "Removal Fee"). Seller will reimburse Buyer for any estimated amounts paid over actual costs following completion of the removal and shipment. No such removal shall affect Buyer's obligation to purchase its requirements for Products from Seller. (c) At the end of the Term, Buyer shall pay a Removal Fee. If Buyer fails to pay the Removal Fee when due, at Seller's option, this Agreement may be extended for a period of one year from the proposed termination date in the written notice ("Removal Term Extension"). If the Removal Fee is not paid within the Removal Term Extension, Seller shall have the option to extend this Agreement again as permitted in this Section.

11. **DELIVERIES**: (a) Bulk storage Sites shall be accessible for delivery twenty-four hours per day, seven days a week. (b) Seller or its representatives shall usually make deliveries of all other Products on regular business days between the hours of 8:00 a.m. and 5:00 p.m. or at other hours upon agreement of the parties. Buyer shall pay all additional expenses incurred by Seller as a result of deliveries at other hours or any other special delivery. (c) Deliveries made during a strike or other labor disturbance affecting Buyer shall be at Seller's sole option. If Seller does deliver during a strike or labor disturbance, then, notwithstanding anything to the contrary contained in this Agreement, Buyer assumes the entire risk and agrees to indemnify Seller from and against all costs, damages and losses arising out of any such delivery. (d) Seller may refuse to deliver Products to any Buyer Location if Seller reasonably believes that such Buyer Location or Buyer's use of the Product is unsafe or violates any applicable law or regulation, and Seller shall not be liable for such refusal to deliver. (e) Title and risk of loss of the Products shall pass to Buyer, (i) in the case of bulk Products upon delivery into the storage vessel, and (ii) for all other Products upon delivery to Buyer's Location. (f) Buyer shall monitor Product levels and give Seller reasonable, advance notice of changes in Buyer's Product volume requirements and/or patterns of use. (g) With respect to bulk Products sold hereunder, Seller may, at its sole option, but is not obligated to, make any delivery of less than seventy-five percent of the capacity of the storage vessel. If Buyer's actual volume requirement decreases below eighty-five percent or increases above one hundred and twenty percent of the Buyer provided Estimated Monthly Volumes for any given Product for three consecutive months, Seller may adjust the Price. (h) Deliveries of Products shall be measured by Seller using the method typically used by Seller for the type of delivery made. (i) No Products shall be returned to Seller without Seller's written authorization. Buyer shall pay a fifteen percent (15%) restocking Charge on all Products returned to Seller, except for returns provided for under Section 13 (Remedies; Limitation of Liability) hereof. Notwithstanding the foregoing, certain Products, including nitrile gloves, disposable clothing, and disposable respirators are sold on a final, non-cancelable, non-returnable, non-refundable basis.

12. **WARRANTY**: Seller warrants that, at the time of delivery, all gas Products furnished hereunder will comply with Compressed Gas Association (CGA) guidelines. Any other Products sold by Seller will conform to Seller's or manufacturer's standard specifications. Seller makes no warranty with respect to non-gas Products manufactured by others, but will, on request, to the extent permitted, pass on to Buyer any applicable manufacturer's warranty. Seller warrants that the services shall be performed in a good and workmanlike manner. **SELLER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE. SELLER MAKES NO WARRANTIES OF ANY KIND FOR ANY TECHNICAL ADVICE PROVIDED BY SELLER TO BUYER AND ASSUMES NO OBLIGATION OR LIABILITY FOR ANY SUCH TECHNICAL ADVICE WITH REFERENCE TO THE USE OF PRODUCTS OR RESULTS WHICH MAY BE OBTAINED THEREFROM, AND ALL SUCH ADVICE IF GIVEN AND ACCEPTED IS AT BUYER'S SOLE RISK.**

13. **REMEDIES; LIMITATION OF LIABILITY: NEITHER SELLER NOR SELLER'S SUPPLIERS OF PRODUCTS ("SELLER'S SUPPLIERS") SHALL BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL AND/OR PUNITIVE DAMAGES. SELLER'S SOLE LIABILITY AND BUYER'S SOLE REMEDY FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES RESULTING FROM PRODUCTS, DELIVERY OF NON-CONFORMING PRODUCTS, SELLER'S FAILURE TO DELIVER SUCH PRODUCTS, INSTALLATION OR MAINTENANCE OF EQUIPMENT, EQUIPMENT MANUFACTURED BY SELLER, OR SERVICES PROVIDED BY SELLER SHALL BE LIMITED TO, AT SELLER'S OPTION, THE REFUND OF THE PURCHASE PRICE OR REPLACEMENT OF THE PRODUCT OR SERVICE IN QUESTION. THE LIMITATIONS CONTAINED IN THIS SECTION SHALL APPLY REGARDLESS OF WHETHER THE CLAIM FOR DAMAGES IS BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT OR OTHERWISE, AND SHALL APPLY EVEN WHERE SUCH DAMAGES ARE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE OR ACTS AND OMISSIONS OF THE PARTY CLAIMING DAMAGES OR THE PARTY FROM WHOM DAMAGES ARE SOUGHT. ALL CLAIMS BY BUYER HAVING ANYTHING TO DO WITH THE SUBJECT MATTER OF THIS AGREEMENT SHALL BE MADE IN WRITING WITHIN NINETY FIVE DAYS AFTER THE EVENT GIVING RISE TO SUCH CLAIM AND FAILURE OF BUYER TO GIVE SUCH NOTICE SHALL CONSTITUTE A COMPLETE WAIVER BY BUYER OF ANY SUCH CLAIMS AND DEFENSE FOR SELLER AGAINST ANY SUCH CLAIMS. AS USED IN THIS SECTION, THE TERM "BUYER" AND "SELLER" SHALL INCLUDE NOT ONLY THE PARTY TO THIS AGREEMENT BUT ALSO ALL OF ITS AFFILIATES. THE PROVISIONS GOVERNING REMEDIES, LIMITATIONS OF LIABILITY AND INDEMNITY SET FORTH IN THIS AGREEMENT SHALL SURVIVE EXPIRATION, TERMINATION, OR CANCELLATION OF THIS AGREEMENT.**

14. **INDEMNITY**: If there is any injury (including death), loss or damage to the person or property of any third party (including employees of either party), then, subject to any limitations set forth in this Agreement, each party agrees to indemnify and defend the other party to the extent of the indemnifying party's negligence.

15. **CUSTOM ORDERS/INVENTORY**: If Seller has ordered, manufactured or had manufactured for Buyer any custom or special order goods, including, by way of example only and not limitation, specialty gas blends or mixes, customized safety goods, or specialized Equipment, the expiration or early termination of this Agreement shall not relieve Buyer of its obligation to purchase and pay for all such goods.

16. **EXCUSE OF PERFORMANCE**: Seller shall not be liable for failure to perform if prevented by circumstances beyond its reasonable control. If Seller is unable to supply Products to Buyer, then Buyer may obtain replacement products from other sources and place them in the Equipment (if any) or, in the case of all other Products, use them at Buyer's Location(s) for that period of time during which Seller is unable to supply Buyer. This right is subject to Seller's prior written consent, which shall not be unreasonably withheld. During this period Buyer shall ensure that Equipment is not damaged and shall compensate Seller if any damages occur and hold Seller harmless for damage or injury.

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17. **ALLOCATION**: If sufficient Product is not available from Seller's normal source of supply for any reason, Seller may allocate Product among its own requirements and its customers. Seller will make reasonable efforts to obtain additional Product from other sources, provided Buyer shall pay all additional costs associated with such Product. Allocation in regard to this Section will completely satisfy and discharge Seller's supply obligations and Seller will, therefore, not be deemed to be in breach of such obligations.

18. **TAXES**: Prices are exclusive of any amount of federal, state and/or local excise, sales, use, property, retailer's occupation, gross receipts or similar taxes which may be imposed upon this transaction. Buyer shall pay all such taxes, including taxes on any Equipment, except Seller's income tax, either directly to the relevant taxing authority or as collected by Seller. In the event that Buyer claims exemption, full or partial, from such taxes, a properly completed exemption certificate with a list of the applicable exempt purchases, which will be acceptable to the appropriate taxing authorities, must be provided to Seller. Buyer will provide the applicable exemption certificate for each Buyer Location. Should such certificate(s) be found invalid, Buyer agrees to bear the burden of any interest and penalties assessed.

19. **PRICE CHANGES**: (a) Seller shall have the right to revise any of the Prices up to seven percent in a given calendar year for any one or more of the Products by written notice to Buyer. (b) In the event that Seller increases Prices by an amount greater than seven percent in a given calendar year, such increase shall become effective fifteen days after written notice is given to Buyer. If within fifteen days of receiving such notice, Buyer furnishes Seller with a copy of a bona fide firm written offer to sell such Product of the same quantities, of the same quality under similar circumstances at prices lower than such revised Prices, Seller shall have fifteen days within which to, at Seller's sole option, either meet the lower price, exclusive of surcharges, hazmat or regulatory compliance fees, or revert to Seller's Price in effect before the price increase. If Seller agrees to meet such lower price, or reverts to Seller's Price in effect before the price increase, then Seller shall have the right, at its option, to extend the Term for a period of time equal to the Initial Term or the term of the competitive written offer. If Seller does not exercise its option to meet the competitive price or revert to Seller's previous Price, Buyer may terminate this Agreement as to the Product in question by giving Seller thirty days' written notice of such termination. (c) Buyer's rights under this Section shall not apply to any Price increase arising as a result in whole or part of increased costs to Seller or its suppliers due to federal, state, or municipal taxes, tariffs, or government agency required audits or other regulations. (d) The adjustments in Sections 4 (Charges), 9 (Equipment Change), 11 (Deliveries) and 17 (Allocation) are not subject to the Price Change provisions as outlined above.

20. **COMPLIANCE; SDS**: Buyer shall instruct its employees and agents to comply, and at all times Buyer shall comply, with all applicable federal, state and local statutes, regulations and laws, including without limitation any applicable anti-corruption/bribery laws, and laws regarding the safe handling, transportation, transfer, purchase and use of the Products, the inspection, monitoring, and use of the Equipment, and all relevant reporting obligations under the Emergency Planning and Community Right-To-Know Act and all applicable regulations thereunder, the Occupational Safety and Health Act, and all applicable regulations thereunder (collectively, "OSHA") and all relevant reporting obligations under OSHA, the Clean Air Act, and the Foreign Corrupt Practices Act of 1977, as well as any applicable licenses and consents required by such statutes, regulations, laws and regulations, which licenses and consents shall be obtained by Buyer. For the avoidance of doubt, Buyer's obligation of compliance as described in the immediately preceding sentence shall also include, but is not limited to, if applicable, full and complete compliance with the OSHA process safety management regulation found at 29 CFR 1910.119 and the Environmental Protection Agency risk management program requirements found at 40 CFR Part 68 with respect to all of the Equipment and Products, including but not limited to, Seller Equipment, and implementing and maintaining a risk management program and a process safety management program, in regards to Buyer's inspection, monitoring, adjustment, use, storage, movement, handling, transfer or transportation of the Products and Equipment, including but not limited to, Seller Equipment. Such obligation, including, but not limited to, the obligation to monitor and inspect the Equipment, and to maintain the Site in accordance with all state and federal OSHA requirements, shall at all times remain solely the responsibility of Buyer notwithstanding Seller's ownership interest in, and obligations to maintain, the Seller Equipment. Buyer acknowledges and agrees that Seller has provided Buyer with all relevant Safety Data Sheets (SDS). Additional SDSs and copies are available: (i) at the local Airgas branch; (ii) by calling 919-368-8518; or (iii) by logging on to www.airgas.com/sds-search. Buyer understands that the Products must not be used without first properly training Buyer's personnel in the safe handling of the Products and Equipment and/or receiving documentation that personnel has had proper training, and consulting the SDS. Seller complies with its Anti-Corruption Code of Conduct available to Buyer at https://www.airgas.com/sustainability-corporate-responsibility. Buyer shall indemnify, defend and hold harmless Seller (and its employees, officers, directors, agents and affiliates) from and against any and all claims, demands, actions, suits, damages, liabilities, losses, settlements, costs and expenses (including but not limited to reasonable attorney's fees) (collectively, "Claims" and each a "Claim") arising from Buyer's failure to comply with the terms set forth in this Section 20.

21. **BUYER'S RESPONSIBILITIES**: Products are sold on the condition that they be handled, used and disposed of in conformance with recognized industry and professional standards, including those related to the protection of human health and the environment. Buyer acknowledges that there are hazards associated with the use of the Products, that it understands such hazards, and that it is the responsibility of Buyer to warn and protect all those exposed to such hazards. It is Buyer's responsibility to ensure that: (i) the use and/or installation of the Products complies with all applicable laws, codes or regulations for the relevant jurisdiction; (ii) the Products are safe for the intended use; and (iii) the Products are handled in a safe and professional manner. Buyer shall have the sole responsibility for determining the suitability of any of Seller's Products for the use contemplated by Buyer. After delivery of Products to Buyer pursuant to this Agreement, Buyer assumes all risk and liability arising out of the presence, storage, transport or use of the Products.

22. **GOVERNING LAW; DISPUTE RESOLUTION; CLASS ACTION AND TRIAL BY JURY WAIVER**: This Agreement shall be governed by and construed in accordance with the substantive law of the State of Delaware, without regard to its conflict of laws principles. Prior to either party filing a lawsuit, except to prevent the running of any applicable statute of limitations, all disputes and claims regarding this Agreement shall be submitted to non-binding mediation. If the parties cannot agree on a mediator, one will be selected pursuant to American Arbitration Association rules. **BOTH PARTIES HERETO HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY HERETO OR TO PRODUCT SUPPLIED HEREUNDER. ANY CLAIM MUST BE BROUGHT IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE, REPRESENTATIVE, MULTIPLE PLAINTIFF, OR SIMILAR PROCEEDING ("CLASS ACTION"). THE PARTIES EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN ANY CLASS ACTION IN ANY FORUM.**

23. **NOTICES**: Unless otherwise provided herein, all notices shall be in writing, addressed to the intended recipient at the address on the first page hereof or such other address as the recipient may provide, and given via the following methods: hand delivered, sent by overnight courier providing proof of delivery, or sent by email to an address provided by the recipient for such purpose, and shall be deemed to have been given on the date such notice is hand delivered or sent, as applicable. Notices of excuse of performance, allocation, adjustments to Prices or Charges (including the establishment of any surcharges) provided hereunder may also be sent by U.S. mail and shall be deemed to have been given two business days after being deposited with the U.S. Postal Service. Notwithstanding the foregoing, a notice of termination under Section 2 (Term) or 19 (Price Changes) hereof must be given by certified mail or overnight courier providing proof of delivery.

24. **MISCELLANEOUS**: (a) Buyer represents that Buyer is contractually free to enter into this Agreement and to perform hereunder. Buyer shall fully indemnify, hold harmless, and defend Seller (and its employees, officers, directors, agents, and affiliates) from and against any and all Claims which arise out of or relate to Buyer's representation in this Section 24 (a), in each case whether or not such Claim has any merit. (b) The invalidity or unenforceability of any provision of this Agreement under the laws of any state in which this Agreement is in effect shall not affect the validity or enforceability of any other provision of this Agreement. (c) Buyer shall not require waiver or release of any personal right or execution of any document that conflicts with this Agreement or provides for additional obligations of the parties from Seller's employees, subcontractors or representatives in connection with Seller's entry onto the premises of Buyer and Buyer agrees that no such release, waiver or document shall be binding, if executed by Seller's employee, subcontractor or representative. (d) The waiver by either party of any of its rights under this Agreement shall not be construed as constituting a precedent. (e) Buyer must receive Seller's consent to assign this Agreement. This Agreement shall inure to the benefit of Seller and Buyer and their respective successors and assigns. If Buyer transfers a material part of its assets and/or its operations at any Buyer Location or its stock to a third party, Buyer shall require the third party to accept an assignment of this Agreement, as it relates to any applicable Buyer Location or Product, in form and content acceptable to Seller. (f) This Agreement and materials marked "Confidential" will be kept confidential by Buyer. (g) Buyer represents and warrants that this Agreement has been duly and validly authorized, executed, and delivered. (h) This Agreement may be executed in counterparts, each of which shall be an original and both of which taken together shall constitute the same instrument. Transmission by facsimile, email or other form of electronic transmission of an executed counterpart of this Agreement shall be deemed to constitute due and sufficient delivery of such counterpart and legal, valid and binding execution by such party. (i) As a part of the consideration for this Agreement, the applicable provisions of Section 13 (Remedies; Limitation of Liability) shall extend to and be enforceable by and for the benefit of Seller's Suppliers. (j) This Agreement with any riders, exhibits and/or amendments represents the entire agreement between Seller and Buyer in relation to the sale of Products. Amendments to this Agreement shall be in writing and no acceptance by Seller of any purchase order, acknowledgment, or other document specifying different and/or additional terms or conditions shall be effective.

CITY WATER LIGHT & POWER (Buyer)	AIRGAS USA, LLC (Seller)
Accepted By: KM	Submitted By: TYLER McKENZIE
Printed Name:	Accepted By:
Title: /Authorized Representative	Printed Name:
Date:	Title: AVP Date: 12/5/24
Email:	

Airgas
an Air Liquide company

Exhibit 1 to Product Sale Agreement

Exhibit 1 to Agreement between City Water Light & Power and Airgas USA, LLC, with an Effective Date of November 21st, 2024.

Bulk Recurring Charges

Standard Delivery Charge	$ 64.20/delivery
Standard Medical Delivery Charge	$ N/A
Hazmat Charge (for handling of hazardous materials & compliance with laws & regulations concerning them)	$ 25.00/delivery
Medical Charge (for handling of medical Products and for compliance with laws & regulations concerning them)	$ N/A
Insurance Charge	$ 0.9% /invoice, applied to total amount invoiced for Product
Fuel Charge	Variable

Services & Miscellaneous

Telemetry with reorder service	$ 50.00 / month
Equipment Installation / Removal	$ 0.00 (waived)
Equipment Preventive Maintenance	$ 0.00 (waived)
Equipment Rental	$ 653.50
Equipment Repair	$ 0.00 (waived)
EZ-Pad Portable Vessel Foundation	$ N/A
Foundation Specifications & Drawings, customer specific	$ N/A
Gas Sensor Calibration	$ N/A
Medical Vessel Inspection	$ N/A
Non-Medical Vessel Inspection	$ 0.00 (waived)
On-line Subscription Service	$ 50 / month
Parts & Consumables	$ N/A
Piping (flow audit, leak detection, consulting, design, installation)	$ N/A
Project/Application Specialist	$ N/A
Service Technician	$ 150 / hour, if needed
Stack Emissions Testing	$ N/A
Safety Awareness Session	$ N/A
UCC-1 Filing / Account Setup Fee	$ N/A

Delivery

Canceled Delivery or Undeliverable Site	$ 500 / occurrence
Delivery Vehicle Delayed at Customer	$ 50 / 15 min. interval
Duplicate Copy of Invoice / Delivery Ticket	$ 50 / occurrence
Partial Delivery Request / Hot Fill Purge	$ 400 / delivery
Preferred Delivery Window (non-24 hr/7 day)	$ 400 / delivery
Proof of Delivery with Invoice	$ 50 / occurrence
Railcar Delay at Customer	$ 100 / day (commencing on the third day)
Required Signature on Delivery Ticket	$ 25 / delivery
Rush Delivery (less than 24 hr. notice)	$ 400 / delivery
Scaled Weight Documentation	$ 60 / delivery

Analytical Services / Certificate of Analysis

Liquid Oxygen: Purity $ 75 Trace hydrogen $ 150 Trace carbon monoxide $ 100 Trace carbon dioxide $ 100 Trace total hydrocarbons $ 100 Trace nitrogen $ 100 Moisture $ 75	**Liquid Nitrogen:** Purity $ 75 Oxygen $ 100 Trace hydrogen $ 150 Trace carbon monoxide $ 100 Trace carbon dioxide $ 100 Trace total hydrocarbons $ 100 Particulates $ 225 Moisture $ 75	**Liquid Argon:** Oxygen, nitrogen and moisture only $ 100 Trace hydrogen $ 150 Trace carbon dioxide $ 100 Trace total hydrocarbons $ 100
Liquid Hydrogen: Oxygen, nitrogen, total hydrocarbons, carbon monoxide, carbon dioxide and moisture $ 150	**Liquid or Gaseous Helium:** Purity, total hydrocarbons, oxygen, argon, and moisture $ 150	**Certificate of Analysis for FDA Regulated Products:** Liquid Oxygen USP or Liquid Nitrogen NNFF $ 100 General Certificate of Conformance to CGA guidelines $ 75
Liquid CO2 Standard Analysis: Beverage Analysis / Certification - Lot/Trailer Analysis $350 Certificate of Analysis (C of A) – FDA Regulated ((UUSSPP)) $350	**Liquid CO2 Customized Analysis:** Certificate of Analysis (C of A) – 3 Components or less - Lot/Trailer ** $ 150 Certificate of Analysis (C of A) – Greater than 3 Components - Lot/Trailer ** $ 350	**Liquid CO2 Kosher Product:** Plant Certification Letter $ 350 / letter Delivery Certification $ 100 / delivery
*** Pricing varies based on specific customer requirements** **** Add $50 for the inclusion of Moisture Analysis** **Some Services may require a separate Service Agreement. Some Services may not be available at all locations. Lot/Trailer is an analysis of a specific truck load.**		

Office of the Secretary of State
ilsos.gov

Business Entity Search

Entity Information

Entity Name	AIRGAS USA, LLC		
Principal Address	259 N. RADNOR-CHESTER RD. , SUITE 100 RADNOR,PA 19087		
File Number	03752216	**Status**	ACTIVE on 10-17-2024
Entity Type	LLC	**Type of LLC**	Foreign
Org. Date/Admission Date	12-22-2011	**Jurisdiction**	DE
Duration	PERPETUAL		
Annual Report Filing Date	10-17-2024	**Annual Report Year**	2024
Agent Information	C T CORPORATION SYSTEM 208 SO LASALLE ST, SUITE 814 CHICAGO, IL 60604-1101	**Agent Change Date**	12-22-2011

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Services and More Information

Choose a tab below to view services available to this business and more information about this business.

Purchase Master Entity Certificate of Good Standing

Purchase Assumed Name Certificate of Good Standing

Adopting Assumed Name

Change of Registered Agent and/or Registered Office

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ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $641,360.00

SUGGESTED TITLE: Authorize purchase / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: Airgas USA, LLC **VENDOR NO:** AI002581

CONTRACT TERM: 5 yrs. **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: see above - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other:
☑ Exception: Sole Source
Code Provision: 38.40

Previous Ord #'s 212-05-19

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	102	100	CABC	7702	1416	641,360.00
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement

STAFF ANALYSIS

Accepting and authorizing execution of a contract with Airgas USA, LLC in an amount not to exceed $641,360.00 for the purchase of hydrogen and the rental of low-pressure storage tanks for the Dallman Generating Station for a five-year term.

FUNDS CHECK BY: Dakota Capranica Digitally signed by Dakota Capranica Date: 2024.12.04 08:51:50 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.12.04 08:39:30 -06'00' **Date:**

CITY PURCHASING AGENT: J Michael Lesko **Date:** 12/04/2024

SIGN OFF:

(Mayor's Signature) Ramona Metzger (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE ACCEPTING BIDS AND AUTHORIZING CONTRACT UW25-10-42 – NORTH GRAND WATER MAIN REPLACEMENT WITH E.L. PRUITT COMPANY IN AN AMOUNT NOT TO EXCEED $4,296,161.00, FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, by previous action, the Specifications Committee approved specifications for Contract UW25-10-42 – North Grand Water Main Replacement, for the Office of Public Utilities, and

WHEREAS, as described in said specifications, an advertisement for bids for Contract UW25-10-42 was placed, and

WHEREAS, E.L. Pruitt Company ("E.L. Pruitt") submitted the lowest bid, and

WHEREAS, the proposed contract documents and bid proposals are on file in the Office of the City Clerk and identified by Contract Index No. UW25-10-42.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and accepts the bid from E.L. Pruitt for Contract UW25-10-42 – North Grand Water Main Replacement in an amount not to exceed Four Million Two Hundred Ninety-Six Thousand One Hundred Sixty-One Dollars and No Cents ($4,296,161.00) for the Office of Public Utilities.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute said contract with E.L. Pruitt on behalf of the Office of Public Utilities.

Section 3. The payment to E.L. Pruitt for the total maximum amount of Four Million Two Hundred Ninety-Six Thousand One Hundred Sixty-One Dollars and No Cents ($4,296,161.00) from Account Nos. 101-100-BE-4442-2304 and 101-100-BE-4442-2313 is hereby authorized, approved, and directed.

Section 4. This Ordinance shall become effective immediately upon its passage and recording with the City Clerk.

PASSED: _____, 2025 SIGNED: _____, 2025

RECORDED: _____, 2025 _____
MAYOR

ATTEST: _____

Approved as to legal sufficiency:
12/4/24
Office of the Corporation Counsel/Date
Requested by the Office of Public Utilities/Mayor Buscher

2024-519

Office of Public Utilities
ORDINANCE DISCUSSION SHEET

VENDOR/AWARD:

CONTRACTOR NAME: E.L. Pruitt Company

CONTRACT AMOUNT: $4,296,161.00

TYPE OF AWARD: Low Bid / UW25-10-42

PRIOR ORDINANCE INFORMATION:

n/a

INFORMATION:

This Ordinance accepts Contract UW25-10-42, with E.L. Pruitt Company ("E.L. Pruitt"), for the North Grand Water Main Replacement project in an amount not to exceed $4,296,161.00.

This contract will include the relocation of approximately 2,000 feet of 24-inch water transmission main. This 24-inch water main conflicts with the proposed underpass for the railroad consolidation project located on North Grand between 9th and 11th Streets.

The work will include the installation of approximately 3,900 linear feet of 6-inch, 10-inch, 12-inch, 20-inch, and 24-inch ductile iron water main and the removal and/or abandonment of the existing water main along North Grand Avenue, Reservoir Street, 8th Street, 9th Street, 11th Street, and 13th Street. The improvements also include the removal and replacement of pavement, water valves, and fire hydrants. This contract will establish a contract price and authorize a contractor for the installation of the water main as specified.

There were two (2) bidders on this contract, both local vendors. E.L. Pruitt was the lowest bid.

2024-519

ITEM: Water Main Installation
CONTRACT: UW25-10-42

DEPARTMENT: Water
DATE: 12/3/2024

2024-519

ITEM: North Grand Water Main Replacement			Petersburg P & E		E.L. Pruitt Company	
CONTRACT: UW25-10-42			3550 Great Northern Ave		3090 Colt Road	
DEPARTMENT: Water			Springfield, Illinois 62711		Springfield, Illinois 62707	
DATE: 12/3/2024						
			UNIT	TOTAL	UNIT	TOTAL
DESCRIPTION			PRICE	PRICE	PRICE	PRICE
1. Mobilization	1	LS	$ 160,313.00	$ 160,313.00	$ 147,659.00	$ 147,659.00
2. Traffic Control	1	LS	$ 33,815.00	$ 33,815.00	$ 271,405.00	$ 271,405.00
3. Erosion Control	1	LS	$ 18,274.00	$ 18,274.00	$ 31,568.00	$ 31,568.00
4. Water Main Removal	1	LS	$ 49,736.00	$ 49,736.00	$ 66,749.00	$ 66,749.00
5. Abandon Existing Water Main	1	LS	$ 74,698.00	$ 74,698.00	$ 14,765.00	$ 14,765.00
6. Abandon & Fill Existing Water Valve Access Manhole	5	EA	$ 9,344.00	$ 46,720.00	$ 1,191.00	$ 5,955.00
7. Existing Fire Hydrant to be Removed	4	EA	$ 2,067.00	$ 8,268.00	$ 705.00	$ 2,820.00
8. 6" Ductile Iron (CL 52) Water Main (Restrained Joints)	166	LF	$ 173.00	$ 28,718.00	$ 252.00	$ 41,832.00
9. 10" Ductile Iron (CL 52) Water Main	157	LF	$ 199.00	$ 31,243.00	$ 283.00	$ 44,431.00
10. 10" Ductile Iron (CL 52) Water Main (Restrained Joints)	422	LF	$ 244.00	$ 102,968.00	$ 310.00	$ 130,820.00
11. 12" Ductile Iron (CL 52) Water Main	400	LF	$ 247.00	$ 98,800.00	$ 306.00	$ 122,400.00
12. 12" Ductile Iron (CL 52) Water Main (Restrained Joints)	185	LF	$ 278.00	$ 51,430.00	$ 349.00	$ 64,565.00
13. 16" Ductile Iron (CL 52) Water Main (Restrained Joints)	20	LF	$ 397.00	$ 7,940.00	$ 373.00	$ 7,460.00
14. 20" Ductile Iron (CL 52) Water Main (Restrained Joints)	77	LF	$ 443.00	$ 34,111.00	$ 526.00	$ 40,502.00

2024 - 519

ITEM: Water Main Installation
CONTRACT: UW25-10-42

DEPARTMENT: Water
DATE: 12/3/2024

			Petersburg P & E		E.L. Pruitt Company	
			3550 Great Northern Ave		3090 Colt Road	
			Springfield, Illinois 62711		Springfield, Illinois 62707	
DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
15. 24" Ductile Iron (CL 52) Water Main	1,211	LF	$ 497.00	$ 601,867.00	$ 493.00	$ 597,023.00
16. 24" Ductile Iron (CL 52) Water Main (Restrained Joints)	1,276	LF	$ 528.00	$ 673,728.00	$ 595.00	$ 759,220.00
17. 24" Welded Steel Casing	48	LF	$ 594.00	$ 28,512.00	$ 248.00	$ 11,904.00
18. 36" Welded Steel Casing	200	LF	$ 715.00	$ 143,000.00	$ 394.00	$ 78,800.00
19. 6" Gate Valve, DI MJ	6	Ea	$ 3,238.00	$ 19,428.00	$ 2,558.00	$ 15,348.00
20. 10" Gate Valve, DI MJ	3	Ea	$ 5,807.00	$ 17,421.00	$ 5,127.00	$ 15,381.00
21. 12" Gate Valve, DI MJ	6	Ea	$ 7,228.00	$ 43,368.00	$ 6,121.00	$ 36,726.00
22. 20" Butterfly Valve, DI MJ	1	Ea	$ 18,795.00	$ 18,795.00	$ 18,639.00	$ 18,639.00
23. 24" Butterfly Valve, DI MJ	6	Ea	$ 23,104.00	$ 138,624.00	$ 23,484.00	$ 140,904.00
24. 10" x 6" Anchoring Tee, DI MJ	4	Ea	$ 2,574.00	$ 10,296.00	$ 1,403.00	$ 5,612.00
25. 12" x 6" Anchoring Tee, DI MJ	1	Ea	$ 2,931.00	$ 2,931.00	$ 1,746.00	$ 1,746.00
26. 12" x 12" Tee, DI MJ	3	Ea	$ 3,361.00	$ 10,083.00	$ 2,060.00	$ 6,180.00
27. 24" x 6" Tee, DI MJ	4	Ea	$ 10,179.00	$ 40,716.00	$ 6,341.00	$ 25,364.00
28. 24" x 10" Tee, DI MJ	2	Ea	$ 11,316.00	$ 22,632.00	$ 6,641.00	$ 13,282.00
29. 24" x 12" Tee, DI MJ	1	Ea	$ 13,907.00	$ 13,907.00	$ 11,154.00	$ 11,154.00
30. 24" x 20" Tee, DI MJ	1	Ea	$ 15,837.00	$ 15,837.00	$ 9,242.00	$ 9,242.00

ITEM: Water Main Installation
CONTRACT: UW25-10-42

DEPARTMENT: Water
DATE: 12/3/2024

2024-5519

			Petersburg P & E		E.L. Pruitt Company	
			3550 Great Northern Ave		3090 Colt Road	
			Springfield, Illinois 62711		Springfield, Illinois 62707	
DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
31. 24" x 24" Tee, DI MJ	1	Ea	$ 17,189.00	$ 17,189.00	$ 10,960.00	$ 10,960.00
32. 6" Anchoring Coupling	7	Ea	$ 1,301.00	$ 9,107.00	$ 580.00	$ 4,060.00
33. 10" Anchoring Coupling	3	Ea	$ 2,296.00	$ 6,888.00	$ 1,003.00	$ 3,009.00
34. 12" Anchoring Coupling	8	Ea	$ 2,812.00	$ 22,496.00	$ 1,191.00	$ 9,528.00
35. 20" Anchoring Coupling	1	Ea	$ 5,726.00	$ 5,726.00	$ 4,676.00	$ 4,676.00
36. 24" Anchoring Coupling	6	Ea	$ 7,389.00	$ 44,334.00	$ 6,405.00	$ 38,430.00
37. 10" 90° Bend, DI MJ	3	Ea	$ 2,611.00	$ 7,833.00	$ 1,341.00	$ 4,023.00
38. 12" 90° Bend, DI MJ	1	Ea	$ 3,004.00	$ 3,004.00	$ 1,801.00	$ 1,801.00
39. 24" 90° Bend, DI MJ	1	Ea	$ 14,699.00	$ 14,699.00	$ 11,184.00	$ 11,184.00
40. 6" 90° Bend, DI MJ	1	Ea	$ 1,334.00	$ 1,334.00	$ 695.00	$ 695.00
41. 20" 45° Bend, DI MJ	2	Ea	$ 8,378.00	$ 16,756.00	$ 4,391.00	$ 8,782.00
42. 24" 45° Bend, DI MJ	6	Ea	$ 9,444.00	$ 56,664.00	$ 5,874.00	$ 35,244.00
43. 10" 22.5° Bend, DI MJ	6	Ea	$ 2,424.00	$ 14,544.00	$ 1,040.00	$ 6,240.00
44. 12" 22.5° Bend, DI MJ	4	Ea	$ 3,096.00	$ 12,384.00	$ 1,421.00	$ 5,684.00
45. 20" 22.5° Bend, DI MJ	2	Ea	$ 8,029.00	$ 16,058.00	$ 4,549.00	$ 9,098.00
46. 24" 22.5° Bend, DI MJ	10	Ea	$ 8,946.00	$ 89,460.00	$ 5,967.00	$ 59,670.00

ITEM: Water Main Installation
CONTRACT: UW25-10-42

DEPARTMENT: Water
DATE: 12/3/2024

2024-519

			Petersburg P & E		E.L. Pruitt Company	
			3550 Great Northern Ave		3090 Colt Road	
			Springfield, Illinois 62711		Springfield, Illinois 62707	
			UNIT	TOTAL	UNIT	TOTAL
DESCRIPTION			PRICE	PRICE	PRICE	PRICE
47. 24" 11.25° Bend, DI MJ	2	Ea	$ 8,852.00	$ 17,704.00	$ 5,680.00	$ 11,360.00
48. 12" x 10" Reducer, DI MJ	2	Ea	$ 2,897.00	$ 5,794.00	$ 1,249.00	$ 2,498.00
49. 16" X 12" Reducer, DI MJ	1	Ea	$ 4,322.00	$ 4,322.00	$ 2,446.00	$ 2,446.00
50. 24" x 12" Reducer, DI MJ	1	Ea	$ 6,170.00	$ 6,170.00	$ 4,106.00	$ 4,106.00
51. 24" x 6" Reducer, DI MJ	1	Ea	Removed per Add#2	Removed per Add#2	$ 5,544.00	$ 5,544.00
52. 6" Cap, DI MJ	1	Ea	$ 1,150.00	$ 1,150.00	$ 443.00	$ 443.00
53. 12" Cap, DI MJ	1	Ea	$ 1,718.00	$ 1,718.00	$ 645.00	$ 645.00
54. 10" Solid Sleeve, DI MJ	1	Ea	$ 2,514.00	$ 2,514.00	$ 1,133.00	$ 1,133.00
55. 16" Solid Sleeve (Custom), DI MJ	1	Ea	$ 12,562.00	$ 12,562.00	$ 2,015.00	$ 2,015.00
56. 20" Solid Sleeve, DI MJ	1	Ea	$ 5,760.00	$ 5,760.00	$ 11,766.00	$ 11,766.00
57. 24" Solid Sleeve, DI MJ	2	Ea	$ 7,532.00	$ 15,064.00	$ 4,340.00	$ 8,680.00
58. 6"x6" Tapping Sleeve & Valve, SST (By CWLP)	3	Ea	N/A	N/A	N/A	N/A
59. 10"x10" Tapping Sleeve & Valve, SST (By CWLP)	2	Ea	N/A	N/A	N/A	N/A
60. Install Temporary Hydrant (CWLP Provided Hydrant)	3	Ea	$ 4,326.00	$ 12,978.00	$ 1,905.00	$ 5,715.00
61. Install Fire Hydrant (CWLP Provided Hydrant)	3	Ea	$ 4,326.00	$ 12,978.00	$ 1,419.00	$ 4,257.00
62. Combination Air Valve & Vault	2	Ea	$ 21,309.00	$ 42,618.00	$ 10,876.00	$ 21,752.00

ITEM: Water Main Installation
CONTRACT: UW25-10-42

DEPARTMENT: Water
DATE: 12/3/2024

2024-519

			Petersburg P & E		E.L. Pruitt Company	
			3550 Great Northern Ave		3090 Colt Road	
			Springfield, Illinois 62711		Springfield, Illinois 62707	
DESCRIPTION			UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
63. Storm Sewer, Water Main Quality Pipe	231	LF	$ 423.00	$ 97,713.00	$ 651.00	$ 150,381.00
64. Sanitary Sewer, Water Main Quality Pipe	24	LF	$ 836.00	$ 20,064.00	$ 1,075.00	$ 25,800.00
65. Sewer Lateral, Water Main Quality Pipe	44	LF	$ 445.00	$ 19,580.00	$ 759.00	$ 33,396.00
66. Reconnect Existing Water Service Line (By CWLP)	7	Ea	N/A	N/A	N/A	N/A
67. Controlled Low-Strength Material	1,930	CY	$ 244.00	$ 470,920.00	$ 254.00	$ 490,220.00
68. Existing Water Main Adjustment (By CWLP)	1	LS	N/A	N/A	N/A	N/A
69. Sidewalk Removal & Replacement	100	SF	$ 130.00	$ 13,000.00	$ 26.00	$ 2,600.00
70. Curb & Gutter Removal & Replacement	110	LF	$ 305.00	$ 33,550.00	$ 84.00	$ 9,240.00
71. Pavement Removal and Replacement - HMA (9th St.)	423	SY	$ 339.00	$ 143,397.00	$ 282.00	$ 119,286.00
72. Pavement Removal and Replacement - HMA	1,145	SY	$ 275.00	$ 314,875.00	$ 149.00	$ 170,605.00
73. Pavement Removal and Replacement - PCC	605	SY	$ 386.00	$ 233,530.00	$ 285.00	$ 172,425.00
74. Pavement Removal and Replacement - Oil/Chip	506	SY	$ 113.00	$ 57,178.00	$ 149.00	$ 75,394.00
75. Type A Doghouse Manhole, 6 ft Diameter	1	Ea	$ 42,352.00	$ 42,352.00	$ 11,914.00	$ 11,914.00
Total:				$ 4,474,146.00		**$ 4,296,161.00**

Recommend award of bid to E.L. Pruitt, low bid.

CITY OF SPRINGFIELD
OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
300 S. SEVENTH STREET
ROOM # 200 MCW
SPRINGFIELD, ILLINOIS 62701-1681

PUBLIC WORKS

Contact: Office of the Purchasing Agent
Telephone: 217·789·2191

Date: **October 22, 2024**
Fax: 217·789·2207

Contract Index No: **UW25-10-42**
Contract Name: **North Grand Water Main Replacement**
Pre Bid Meeting: **N/A**
Bid Security: **5% of Bid**

Due Date: **2:00 P.M. Central Time USA Thursday, November 21, 2024**

Sealed responses must be received in the Office of Budget and Management, 300 S. Seventh Street, Room #210 MCW, Springfield, Illinois 62701-1681 and date and time stamped in no later than the date and time stated . All responses will be publicly opened and portions thereof read aloud at the above date and time. **LATE RESPONSES WILL NOT BE CONSIDERED.**

All attached General Terms and Conditions and Drawings and Specifications are part of the Bid and will be incorporated into any Contract(s) entered into as a result of the Bid.

All responses to the Bid must be prepared as stated herein and properly signed. Address all correspondence and inquiries regarding this Bid to the Purchasing Agent named above.

Name of Vendor: E.L. Pruitt Company

Contact Name: Bill Barloon

Vendor Address: 3090 Colt Road, Springfield, IL 62707

Vendor E-Mail: bbarloon@elpruitt.com

Phone: 217-789-0966 **Fax:** 217-789-4826

2024-519

PROPOSAL PAGE FOR
NORTH GRAND WATER MAIN REPLACEMENT

ITEM NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Mobilization	LS	1	$ $147,659.00	$ $147,659.00
2	Traffic Control	LS	1	$ $271,405.00	$ $271,405.00
3	Erosion Control	LS	1	$ $31,568.00	$ $31,568.00
4	Water Main Removal	LS	1	$ $66,749.00	$ $66,749.00
5	Abandon Existing Water Main	LS	1	$ $14,765.00	$ $14,765.00
6	Abandon & Fill Existing Water Valve Access Manhole	EA	5	$ $1,191.00	$ $5,955.00
7	Existing Fire Hydrant to be Removed	EA	4	$ $705.00	$ $2,820.00
8	6" Ductile Iron (CL 52) Water Main (Restrained Joints)	LF	166	$ $252.00	$ $41,832.00
9	10" Ductile Iron (CL 52) Water Main	LF	157	$ $283.00	$ $44,431.00
10	10" Ductile Iron (CL 52) Water Main (Restrained Joints)	LF	422	$ $310.00	$ $130,820.00
11	12" Ductile Iron (CL 52) Water Main	LF	400	$ $306.00	$ $122,400.00
12	12" Ductile Iron (CL 52) Water Main (Restrained Joints)	LF	185	$ $349.00	$ $64,565.00
13	16" Ductile Iron (CL 52) Water Main (Restrained Joints)	LF	20	$ $373.00	$ $7,460.00
14	20" Ductile Iron (CL 52) Water Main (Restrained Joints)	LF	77	$ $526.00	$ $40,502.00
15	24" Ductile Iron (CL 52) Water Main	LF	1,211	$ $493.00	$ $597,023.00
16	24" Ductile Iron (CL 52) Water Main (Retrained Joints)	LF	1,276	$ $595.00	$ $759,220.00
17	24" Welded Steel Casing	LF	48	$ $248.00	$ $11,904.00
18	36" Welded Steel Casing	LF	200	$ $394.00	$ $78,800.00
19	6" Gate Valve, DI MJ	EA	6	$ $2,558.00	$ $15,348.00
20	10" Gate Valve, DI MJ	EA	3	$ $5,127.00	$ $15,381.00
21	12" Gate Valve, DI MJ	EA	6	$ $6,121.00	$ $36,726.00
22	20" Butterfly Valve, DI MJ	EA	1	$ $18,639.00	$ $18,639.00
23	24" Butterfly Valve, DI MJ	EA	6	$ $23,484.00	$ $140,904.00
24	10" x 6" Anchoring Tee, DI MJ	EA	4	$ $1,403.00	$ $5,612.00
25	12" x 6" Anchoring Tee, DI MJ	EA	1	$ $1,746.00	$ $1,746.00
26	12" x 12" Tee, DI MJ	EA	3	$ $2,060.00	$ $6,180.00
27	24" x 6" Tee, DI MJ	EA	4	$ $6,341.00	$ $25,364.00
28	24" x 10" Tee, DI MJ	EA	2	$ $6,641.00	$ $13,282.00
29	24" x 12" Tee, DI MJ	EA	1	$ $11,154.00	$ $11,154.00
30	24" x 20" Tee, DI MJ	EA	1	$ $9,242.00	$ $9,242.00
31	24" x 24" Tee, DI MJ	EA	1	$ $10,960.00	$ $10,960.00
32	6" Anchoring Coupling	EA	7	$ $580.00	$ $4,060.00
33	10" Anchoring Coupling	EA	3	$ $1,003.00	$ $3,009.00

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34	12" Anchoring Coupling	EA	8	$ $1,191.00	$ $9,528.00
35	20" Anchoring Coupling	EA	1	$ $4,676.00	$ $4,676.00
36	24" Anchoring Coupling	EA	6	$ $6,405.00	$ $38,430.00
37	10" 90° Bend, DI MJ	EA	3	$ $1,341.00	$ $4,023.00
38	12" 90° Bend, DI MJ	EA	1	$ $1,801.00	$ $1,801.00
39	24" 90° Bend, DI MJ	EA	1	$ $11,184.00	$ $11,184.00
40	6" 90° Bend, DI MJ	EA	1	$ $695.00	$ $695.00
41	20" 45° Bend, DI MJ	EA	2	$ $4,391.00	$ $8,782.00
42	24" 45° Bend, DI MJ	EA	6	$ $5,874.00	$ $35,244.00
43	10" 22.5° Bend, DI MJ	EA	6	$ $1,040.00	$ $6,240.00
44	12" 22.5° Bend, DI MJ	EA	4	$ $1,421.00	$ $5,684.00
45	20" 22.5° Bend, DI MJ	EA	2	$ $4,549.00	$ $9,098.00
46	24" 22.5° Bend, DI MJ	EA	10	$ $5,967.00	$ $59,670.00
47	24" 11.25° Bend, DI MJ	EA	2	$ $5,680.00	$ $11,360.00
48	12" x 10" Reducer, DI MJ	EA	2	$ $1,249.00	$ $2,498.00
49	16" x 12" Reducer, DI MJ	EA	1	$ $2,446.00	$ $2,446.00
50	24" x 12" Reducer, DI MJ	EA	1	$ $4,106.00	$ $4,106.00
51	24" x 6" Reducer, DI MJ	EA	1	$ $5,544.00	$ $5,544.00
52	6" Cap, DI MJ	EA	1	$ $443.00	$ $443.00
53	12" Cap, DI MJ	EA	1	$ $645.00	$ $645.00
54	10" Solid Sleeve, DI MJ	EA	1	$ $1,133.00	$ $1,133.00
55	16" Solid Sleeve (Custom), DI MJ	EA	1	$ $2,015.00	$ $2,015.00
56	20" Solid Sleeve, DI MJ	EA	1	$ $11,766.00	$ $11,766.00
57	24" Solid Sleeve, DI MJ	EA	2	$ $4,340.00	$ $8,680.00
58	6"x6" Tapping Sleeve & Valve, SST (By CWLP)	EA	3	$ NO BID REQUIRED	$ NO BID REQUIRED
59	10"x10" Tapping Sleeve & Valve, SST (By CWLP)	EA	2	$ NO BID REQUIRED	$ NO BID REQUIRED
60	Install Temporary Hydrant (CWLP Provided Hydrant)	EA	3	$ $1,905.00	$ $5,715.00
61	Install Fire Hydrant (CWLP Provided Hydrant)	EA	3	$ $1,419.00	$ $4,257.00
62	Combination Air Valve & Vault	EA	2	$ $10,876.00	$ $21,752.00
63	Storm Sewer, Water Main Quality Pipe	LF	231	$ $651.00	$ $150,381.00
64	Sanitary Sewer, Water Main Quality Pipe	LF	24	$ $1,075.00	$ $25,800.00
65	Sewer Lateral, Water Main Quality Pipe	LF	44	$ $759.00	$ $33,396.00
66	Reconnect Existing Water Service Line (By CWLP)	EA	7	$ NO BID REQUIRED	$ NO BID REQUIRED
67	Controlled Low-Strength Material	CY	1,930	$ $254.00	$ $490,220.00
68	Existing Water Main Adjustment (By CWLP)	LS	1	$ NO BID REQUIRED	$ NO BID REQUIRED

2024-519

69	Sidewalk Removal & Replacement	SF	100	$ $26.00	$ $2,600.00
70	Curb & Gutter Removal & Replacement	LF	110	$ $84.00	$ $9,240.00
71	Pavement Removal and Replacement - HMA (9th St.)	SY	423	$ $282.00	$ $119,286.00
72	Pavement Removal and Replacement - HMA	SY	1,145	$ $149.00	$ $170,605.00
73	Pavement Removal and Replacement - PCC	SY	605	$ $285.00	$ $172,425.00
74	Pavement Removal and Replacement - Oil/Chip	SY	506	$ $149.00	$ $75,394.00
75	Type A Doghouse Manhole, 6 ft Diameter	EA	1	$ $11,914.00	$ $11,914.00
				BID TOTAL =	$ $4,296,161.00

TOTAL* = $ $4,296,161.00
Bid Total*

*Contract Price or Amount after Contract is executed for entire improvements

The Bid List Total is based on Addendum No. 1, 2, 3.

Respectfully submitted:

Signature	3090 Colt Rd, Springfield, IL 62707 Address
Vice President Title	11/26/2024 Date
217-789-0966 Telephone #	rmeyers@elpruitt.com E-mail Address

(Seal – if BID is by a corporation)

2024-519

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: 4,269,161.00

SUGGESTED TITLE: Accepting & authorize bid / bid # & title / item(s) / vendor / dollar amount / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: E.L. Pruitt Company **VENDOR NO:** EL02141

CONTRACT TERM: -

Change in Scope Yes ☐ **No** ☑

CONTRACT AMOUNT: See abpve - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☑ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☐ **Other:**
☐ **Exception:**
Code Provision:

Previous Ord #'s -

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	101	100	BE	4442	2304	2,148,080.50
2	101	100	BE	4442	2313	2,148,080.50
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid tab

STAFF ANALYSIS

Accepting / authorizing bid for water main replacement on North Grand Ave. due to the proposed underpass for the railroad consolidation project on North Grand between 9th & 11th Street.

FUNDS CHECK BY: Cavanaugh, Rachel H. Digitally signed by Cavanaugh, Rachel H. Date: 2024.12.05 08:51:16 -06'00' **Date:**

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.12.05 08:32:39 -06'00' **Date:**

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.12.05 09:47:55 -06'00' **Date:**

SIGN OFF:

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.12.06 09:17:54 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE APPROVING A FOURTH AMENDMENT TO A PROPRIETARY SOFTWARE LICENSE AGREEMENT WITH CGI TECHNOLOGIES AND SOLUTIONS, INC. FOR THE OFFICE OF PUBLIC UTILITIES

WHEREAS, this Ordinance amends a Proprietary Software License Agreement ("PSLA") with CGI Technologies and Solutions, Inc. ("CGI"), and

WHEREAS, Ordinance 650-09-07 authorized the execution of a series of agreements for the procurement of a new Enterprise Resource Planning ("ERP") System with CGI, and

WHEREAS, there have been numerous amendments to the various agreements through the years, and

WHEREAS, this fourth amendment to the PSLA allows for digital signatures and removes reference to CGI software products that have been decommissioned on the older system and to migrate to the Pentaho software, and

WHEREAS, a copy of the Fourth Amendment to PSLA shall be on file with the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1. The Council of the City of Springfield, Illinois, hereby approves and authorizes the execution of the Fourth Amendment to PSLA with CGI.

Section 2. The Mayor and the City Clerk are hereby authorized and empowered to execute the said Fourth Amendment of PSLA on behalf of the City of Springfield Office of Public Utilities.

Section 3. This Ordinance is being adopted under the City's home rule authority and shall be in full force and effect from and after its passage and recording with the City Clerk.

PASSED: _____, 2025

RECORDED: _____, 2025

ATTEST: _____

SIGNED: _____, 2025

_____
MAYOR

Approved as to legal sufficiency:

12/11/24
Office of the Corporation Counsel/Date

Requested by the Office of Public Utilities/Mayor Buscher

2024-520

CGI

Amendment No. 4
to
Proprietary Software License Agreement
between
CGI Technologies and Solutions Inc.
and
The City of Springfield, Illinois

This Amendment No. 4 ("Amendment"), is effective as of the date last signed below ("Effective Date") is entered into by and between CGI Technologies and Solutions Inc. ("CGI") whose principal office is located at 11325 Random Hills Road, Fairfax, Virginia 22030, and the City of Springfield, Illinois ("Customer" or "Client") a municipal corporation having a place of business located at 800 East Monroe, Room 400, Municipal Center East, Springfield, Illinois 62701.

WHEREAS, Customer and CGI have entered into a Proprietary Software License Agreement dated September 21, 2007 ("Agreement") for CGI Advantage® Financial Enterprise Resource Planning (ERP) software and identified subsystems; and

WHEREAS, Customer and CGI have previously agreed to modify the Agreement and entered into Amendment No. 1, Amendment No. 2, Amendment No. 3; and

WHEREAS, the parties now wish to further modify the Agreement to amend Exhibit A of the Agreement as described in Section 2 of this Amendment 4; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. **Governing Document**
   The Agreement is incorporated herein and forms a part of this Amendment. Except as provided below, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict of inconsistency between the provision set forth in the Amendment and the Agreement, this Amendment shall govern and control.

2. **Exhibit A**
   Exhibit A of the Agreement is replaced in its entirety, excluding previous Attachments to Exhibit A, which remain in full force and affect as if attached to this Amendment in text, with Exhibit A attached hereto and made a part of this Amendment as if fully in the text hereof. The attached Exhibit A adds and removes certain Third Party Software.

3. **Counterpart Signatures**
   This Amendment may be signed in ink or digitally in one or more counterparts, each of which will be deemed to be the original Amendment and all of which when taken together will constitute the same agreement. Any copy of the Amendment made by reliable means will be considered the original.

Remainder of this page intentionally blank.

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CGI

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the effective date, by their respective duly authorized representatives.

CGI Technologies and Solutions Inc. (CGI)	City of Springfield, Illinois (Customer)
By: _____	By: _____
Name: Subramanyam Surabhi	Name: _____
Title: Sr. Vice President Government Solutions	Title: _____

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CGI

EXHIBIT A
CGI Technologies and Solutions Inc.
Proprietary Software License Agreement

1. **ERP Software.** CGI is licensing to Customer the following computer CGI Advantage® Financial ERP software components, comprising the ERP Software:

CGI Advantage® Financial Management System including:
- Financial Management Base System
- Project and Grants Management
- Treasury Accounting*
- Inventory Management*
- Asset Management
- CGI Advantage 1099 Reporting

CGI Advantage Procurement Professional including:
- CGI Advantage Vendor Self Service

CGI Advantage Performance Budgeting
- Budget Formulation
- Salary and Benefit Forecasting
- Performance Budgeting
- Dashboard*

CGI Advantage Human Resource Management Base System including:
- Human Resources
- Time and Attendance*
- Employee Self Service
- Payroll Management
- Position Control
- Talent Management
- Benefits Administration
- Learning Management

CGI infoAdvantage Server Bundle

CGI has granted Customer a perpetual license to the ERP Software; however, the Customer has chosen to discontinue maintenance on the products above that are identified with an asterisk (*) as of March 1, 2013. Therefore, the asterisk-identified products are not eligible for standard maintenance, patches, or upgrades. If, at a later date, the Customer chooses to reinstate these products under maintenance or for an upgrade, CGI may charge back maintenance or a new license fee, whichever is less.

Customer may use the source code for CGI Advantage components (exclusive of BrassRing and Meridian) only to maintain and enhance the ERP Software and for no other purpose. Customer may modify the ERP Software and Licensed Documentation and merge them into other material to form a derivative work for Customer's own use. Any portion of the ERP Software or Licensed Documentation included in such a derivative work will continue to be subject to all terms of this Software License Agreement. Upon termination of the license for the ERP Software, Customer will deliver to CGI or destroy any portion of the ERP Software or Licensed Documentation contained in any derivative works.

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CUSTOMER MAY ONLY USE THE CGI infoADVANTAGE SOFTWARE (COMPRISING BUSINESS OBJECTS) WITH CGI ADVANTAGE DATABASES.

CGI is providing to Customer one (1) copy of the ERP Software on machine-readable media.

2. **ERP Licensed Documentation.** The Specifications for the ERP Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (https://sc.cgi.com/advantage/) or packaged with the Software installation; referred to in this Agreement as the "Documentation."

   Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

3. **ERP License Type**. The ERP Software is licensed to Customer on the following basis:

   Site License. Customer is permitted to use the ERP Software at the computer facility or facilities listed below with the exception of CGI infoAdvantage which is a server license. In the event of the failure of the computers at the listed location(s), Customer may use the ERP Software at a back-up computer facility in the same country until operations at the primary facility have been restored.

   City of Springfield
   Attn: ISD
   300 South 7th
   Springfield, IL 62701

   Server License. Customer is permitted to use the ERP Software on 4 core processors. Should Customer desire to use the ERP Software for additional named users or at additional facilities, as the case may be, Customer may purchase additional licenses at CGI's then-current prices.

4. **Work That May Be Processed.** Customer may only use the Software to process Customer's own work.

5. **License Fee.** The licenses specified in Section 1 and Section 7 of this Exhibit A, have been granted to Customer for License Fees previously paid.

6. **Warranty Period.** The Warranty Period for the ERP Software referred to in Section 5.A of this Agreement is a period of three (3) months beginning on the date CGI has successfully completed CGI's standard installation test following delivery of the ERP Software to the Customer.

7. **Third Party Bundled Software Products.** Included in the license fees set forth in Section 5 of this Exhibit are the license fees for the Third Party Bundled Software Products required to be used in connection with the ERP Software. CGI is providing the following Third Party Bundled Software Products to Customer:

   Adobe Present Central Pro - 2 CPU Licenses, 10 Print Locations per CPU License
   Adobe Present Output Designer – 1 License
   [Maintenance services for Adobe Present Central Pro and Adobe Present Output Designer Cancelled in June 2016]
   Adobe RoboHelp® Office - 2 Named User License *[Governed by Shrink-wrap License]*

   1099 Convey -1Named User License (Desktop A) and 1 User; 3,000 1099s processed annually – *[Maintenance Services Cancelled with this Amendment 3]*
   [Governed by Shrink-wrap License]

   Business Objects Application Specific Server Bundle & Web Intelligence - 4 CPU, restricted licenses

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Business Objects Desktop Intelligence – 3 Named Users
Business Objects Dashboard Manager – 50 Named User Licenses – *[Maintenance services cancelled in Amendment 1]*
Business Objects Performance Manager – 50 Named User Licenses – *[Maintenance services cancelled in Amendment 1]*

Versata Logic Server – 1 Site license
Versata Logic Studio – 2 Named User Licenses

IBM WebSphere Application Server Network Deployment – 2000 PVU Sub-Capacity
IBM WebSphere Application Server Processor – 200 PVU *[Governed by Shrink-wrap License provided in Attachment D to the Agreement]*
IBM WebSphere Business Integration - 1 License *[No longer supported by IBM]*
IBM Maximo Asset Management Limited Use Authorized User – 125 Named Users
IBM Maximo Asset Management Authorized User – 185 Named Users
IBM Maximo for Transportation Add on Authorized User – 125 Authorized Users – *[Maintenance services cancelled as of March 1, 2016]*
IBM Maximo for Utilities Add on Authorized User – 185 Authorized Users – *[Maintenance services cancelled as of March 1, 2016]*
IBM Maximo Asset Management Tier 1 Self SVR RQSTOR (included in Core Product) – 17,000
IBM Maximo Field Control Registered User (included in Core Product) – 310 *[Governed by the terms provided in Attachment B of the Agreement]*
IBM Kenexa BrassRing (Talent Management) - enterprise license *[Governed by the terms provided in Attachment A of the agreement]*

IRI CoSort - 2 Licenses *[Governed by Shrink-wrap License]*

Micro Focus Sever for COBOL <2,500 employees, Production (Windows) – 1 License
Micro Focus Sever for COBOL <2,500 employees, Non-Production (Windows) – 1 License
Micro Focus Net Express Developer (Windows) - 1Named user License *[Governed by Shrink-wrap License provided in Attachment F of Amendment 1]*

Monsell EDM DeltaXML - 1 Site License

Meridian Knowledge Centre® Suite (Learning Management) - enterprise license – *[Maintenance services cancelled as of March 1, 2013]*

Eclipse BIRT Engine and Eclipse BIRT Designer – Production – 2 core
Eclipse BIRT Engine and Eclipse BIRT Designer - Non Production – 2 core
[Unlimited copies of BIRT Designer are included with BIRT Modules]

RedHat JBoss Enterprise Application Platform with Management – Premium/Production – 2 core *[Governed by the End User License Agreement provided in Attachment G of Amendment 2]*
RedHat JBoss Enterprise Application Platform with Management – Premium/Non-Production – 2 core *[Governed by the End User License Agreement provided in Attachment G of Amendment 2]*

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Bundled Products Upgraded in this Amendment 4:

Hitachi Pentaho – 1 License Unlimited Installs
[Governed by the Hitachi Pentaho End User License Agreement (EULA) provided in Attachment H of Amendment 4.]

Bundled Products Removed in this Amendment 4:

Actian (formerly Pervasive) Data Integrator Professional Edition Developer™ 2 Core - 2 Named User Licenses
Actian Data Integrator Professional Edition Engine™ Production 2 Core - 1 License
Actian Data Integrator Professional Edition Engine™ Non-Production 2 Core - 1 License
[Governed by the Pervasive terms provided in Attachment C to PSLA dated 9/21/2007]

The BrassRing services which are a component of the CGI Advantage Human Resource Management System (Talent Management) module are subject to the terms of *Attachment A* to the Agreement, *Additional Terms for the BrassRing Application Service Provider Software and Services.* The IBM Maximo® license is granted to Customer under the terms of the *IBM International Program License Agreement* and the *IBM Maximo License Information* document found in *Attachment B* to the Agreement.

All rights of Customer in and to the Third Party Bundled Software Products will be governed by the terms and conditions of this Agreement and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 7. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Third Party Bundled Software Products, except Versata products which are embedded in CGI Advantage. In addition, the Third Party Bundled Software Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by Customer of the additional supplier terms and conditions attached to this Exhibit A may result in termination of Customer's right to use the applicable Third Party Bundled Software Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for Customer to acquire, at its own expense, updated versions of the Third Party Bundled Software Products or alternative products designated by CGI.

8. **Additional Terms.** Once the Recruiting and Staffing module, powered by the hosted version BrassRing Enterprise, within the CGI Advantage Human Resource Management System, has been in a live in a production environment for a period of one (1) year, Customer shall have the option to convert to an on-site license of Enterprise to be located at Customer's site. If Customer elects this option, it shall provide seven (7) months prior written notice to CGI and acknowledges that there will be additional third party software licensing, hardware, conversion and support costs, as well as additional requirements in connection with converting to a Managed On-Site Enterprise license.

Agreed to and initialed for identification by:

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(Customer) (CGI)

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CGI

Attachment H

Hitachi Pentaho End User License Agreement (EULA)

The following terms and conditions shall apply to Hitachi Pentaho's software and shall supersede any other terms and conditions in the Agreement concerning the topics addressed herein.

1. Definitions.

A. **"Agreement"** means Client's agreement with CGI Technologies and Solutions Inc for the CGI Advantage® software.

B. **"Client"** means the City of Springfield, Illinois.

C. **"Confidential Information"** means all information of a confidential or proprietary nature concerning the disclosing party's business which information is either marked as "confidential" or "proprietary" or that a reasonable person would understand to be confidential or proprietary given the nature of the information and the circumstances of the disclosure. Confidential Information also may include proprietary information of third parties who have granted licenses to or have contractual relationships with the disclosing party. In any event, Hitachi's Confidential Information includes all pricing information, know-how, trade secrets, development roadmaps for the Product, Documentation, Product Materials, license keys and all other technical and commercial information and software (excluding Third Party Software) included in or provided with the Product.

D. **"Documentation"** means the Hitachi Pentaho documentation as updated by Hitachi from time to time on http://help.pentaho.com or any other successor website, address or sources.

E. **"End User License Agreement"** or **"EULA"** means the Hitachi Pentaho terms and conditions provided herein.

F. **"Product"** means any and all of Hitachi Pentaho's proprietary data integration and business analytics software platform, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto, as well as any software provided by Hitachi that has been modified in any way by Hitachi at the request of a client.

G. **"Product Materials"** means marketing and other informational materials concerning the Product.

H. **"Third Party Software"** means any additional third party software components, such as open source software, delivered with the Product.

2. On-Premise Deployment License. Hitachi grants Client a non-exclusive, non-transferable term license, commencing on the effective date agreed to by Client and CGI, to the Product to install on its premises for use with Client's deployment of CGI Advantage® for its own internal business purposes for the duration of the Agreement in accordance with the terms and conditions of the Agreement and this EULA. The Product shall be deemed accepted by Client upon delivery of the first license key for the Product.

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3. Third Party Software. Client acknowledges that the Product may be delivered with Third Party Software components including open source software. Each component of Third Party Software is licensed and distributed to Client under the terms of the applicable Third Party Software license terms. A list of the Third-Party Software and the applicable licenses is provided with the Product and/or set forth in the Documentation.

4. Restrictions. The Product may be used only for Client's own lawful business purposes. In its use of the Product, Client agrees: (i) it will not reverse engineer, reverse compile or disassemble any object code of the Product, except as allowed by applicable law; (ii) it will not copy, modify, distribute, rent, lease, assign, transfer, sublicense, display or otherwise distribute or make the Product available to any third DocuSign Envelope ID: ABA13CBB-A03B-4864-9507-CF64611F4995 15 of 17 party through a service bureau or otherwise; (iii) it will not use the Product on a standalone basis; (iv) it will comply fully with all laws and regulations applicable to its use of the Product, the Documentation, and Product Materials including export control laws as applicable; (v) it will prohibit redistribution of the Product; (vi) it will not remove any copyright or trademark notices included with the Product at any time for any reason; and (vii) it will not use the Hitachi logos or marks in a manner that Hitachi reasonably believes dilutes, tarnishes or blurs the value of such logos or marks. Client acknowledges that its use of Hitachi logos and marks will not create in Client, nor will Client represent it has, any right, title or interest in or to Hitachi logos or marks. Client will be responsible for its user's compliance with this EULA and liable for its user's breach thereof.

5. Audit Rights. Client agrees that Hitachi, upon at least thirty (30) days' prior written notice, may at its own cost and expense directly or through a third party, during business hours, inspect and verify Client's compliance with this EULA.

6. Confidentiality. Each party acknowledges that it acquires the right to use the other party's Confidential Information only under the terms and conditions of this EULA and does not acquire any rights of ownership or title in the other party's Confidential Information. Each party will hold in confidence any Confidential Information received by it from the other party and will protect the confidentiality of such with the same degree of care that it exercises with respect to its own confidential information of a similar nature, but in no event less than reasonable care. Each party will use the other party's Confidential Information solely for the purposes of its performance of the activities contemplated by this Agreement. Except as required by any applicable law or court order, each party will disclose Confidential Information only to its (and in the case of Hitachi, Hitachi's and its affiliates') employees, representatives, agents and authorized contractors who have a need to know such information for the purposes of this EULA and who are subject to confidentiality obligations no less restrictive than those contained herein. Prior to any disclosure of Hitachi's Confidential Information, Client shall first notify and provide Hitachi an opportunity to prevent such disclosure. Client shall be permitted to disclose to its end users: (a) the Documentation; and (b) the Product Materials. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the restrictions set forth in this Section.

7. Ownership. Hitachi is and will remain the sole and exclusive owner of all right, title, and interest in and to the Product, including any and all works based on the Product created by Hitachi hereunder or otherwise, the Documentation, Product Materials, and all underlying Intellectual Property Rights

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("Hitachi IPR") and Client acquires no ownership rights to any of the Hitachi IPR. "Intellectual Property Rights", as used herein, means all intellectual property rights worldwide arising under statutory or common law or by contract and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (i) patent rights; (ii) rights associated with works of authorship including moral rights, copyrights and mask work rights; (iii) rights relating to the protection of trade secrets and confidential information; (iv) trademarks, service marks, trade dress and trade names; and (v) any right analogous to those set forth in this EULA and any other proprietary rights relating to intangible property.

8. Indemnification.

A. Infringement. Subject to Section 8.C, Hitachi will defend, indemnify and hold Client harmless in the event of any third-party action or proceeding brought against Client arising out of a claim that the use of the Product as licensed in this EULA infringes any copyright, moral right, trade secret, trade or service mark, or US patent. If Client's use of the Product under the terms of this EULA is, or in Hitachi's opinion is likely to be, enjoined due to the type of infringement or misappropriation specified in this Section, then Hitachi may, at its sole option and expense, either: (i) procure for Client the right to continue using such Product under the terms of the Agreement and this EULA; or (ii) replace or modify such Product so that they are non-infringing and substantially equivalent in function to the infringing component of the Product; or (iii), if the foregoing options are not accomplished despite the reasonable efforts of Hitachi, then Hitachi may terminate this EULA and Client would be entitled to receive a pro-rated refund for the pre-paid fees for the unexpired period of the license. HITACHI will pay any and all costs, damages, and expenses (including but not DocuSign Envelope ID: ABA13CBB-A03B-4864-9507-CF64611F4995 16 of 17 limited to reasonable attorneys' fees) finally awarded against Client by a court of competent jurisdiction or agreed to by Hitachi in settlement of such claim, in any such action or proceeding attributable to any such claim. THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 8 ARE HITACHI'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IN CONNECTION WITH THE PRODUCT.

B. Indemnity Exclusions. HITACHI will have no obligations under Section 8 with respect to infringement or misappropriation arising from: (i) any claim that relates to open source software or freeware technology or derivatives or other adaptations thereof that is not embedded into the Product; (ii) modifications to the Product that were not performed or authorized in writing by Hitachi; (iii) the failure by Client to use the most recent version of the Product if doing so would have avoided the infringement claim; or (iv) the combination, use and operation of the Product with products not licensed by Hitachi such as any third party software or any hardware, operating software or data sources that the Product is not designed to operate with as set forth in the Documentation in a manner that violates this EULA.

C. Indemnity Procedures. A party entitled to indemnification under this Agreement (the "Indemnified Party") will tender each claim to the other party (the "Indemnifying Party") by promptly notifying the Indemnifying Party after first receiving notice of the claim (or potential claim). The Indemnifying Party will: (i) promptly assume the management and defense of the claim at its own expense, and will pay all costs associated with the defense, including reasonable attorneys' fees; and (ii) have full control over such defense, including any settlement discussions or agreement with the party making the infringement claim.

The Indemnified Party shall, at the Indemnifying Party's cost, reasonably co-operate with the Indemnifying Party in the defense of such a claim.

9. Warranty. Subject to the terms of this Section 9, Hitachi warrants to Client that for a period of thirty (30) days following the date the preliminary or renewal license key for the Product is issued by Hitachi (the "Product Warranty Period"), the Product will substantially conform to the applicable Documentation. If, during the Product Warranty Period, Client notifies Hitachi in writing of a breach of the foregoing warranty, Hitachi will, at its option, correct such non-conformance in the applicable Product as soon as reasonably possible. If Hitachi is not able to correct such non-conformance within a reasonable period, then Client will be entitled to terminate the applicable order and receive a refund for any amounts paid in advance that are unused in connection with the Product. Any correction provided hereunder may take the form of a fix or workaround. This warranty shall not apply to the extent any non-conformance is the result of a failure of any hardware or software (including third party software) not provided or licensed hereunder. The remedies provided herein are Client's sole and exclusive remedies, and Hitachi's sole and exclusive obligations and liability, for any breach of such warranties. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 9, THE PRODUCT, DOCUMENTATION, AND PRODUCT MATERIALS ARE PROVIDED TO CLIENT "AS IS" AND HITACHI MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, ACCURACY OF DATA, INTEROPERABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HITACHI DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE PRODUCT, DOCUMENTATION, OR PRODUCT MATERIALS, WILL BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

A. Exclusion of Certain Damages. EXCEPT AS PROVIDED IN THIS SECTION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THIS EULA OR ANY ORDERS FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES ("INDIRECT DAMAGES"), INCLUDING ANY LOSS OF PROFIT, REVENUE, INCOME DocuSign Envelope ID: ABA13CBB-A03B-4864-9507-CF64611F4995 17 of 17 OR DATA, HOWEVER ARISING AND WHETHER IN AN ACTION IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE) OR BASED ON A BREACH OF ANY WARRANTY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PROVISIONS OF THIS SECTION WILL NOT APPLY TO ANY BREACH OF A PARTY'S OBLIGATIONS UNDER SECTION 6 (CONFIDENTIALITY), OR ANY USE OF HITACHI'S PRODUCT OR INTELLECTUAL PROPERTY OUTSIDE THE SCOPE OF THIS EULA.

B. Liability Cap. EXCEPT AS PROVIDED IN THIS SECTION, HITACHI'S AGGREGATE CUMULATIVE LIABILITY FOR CLAIMS RELATING TO THIS EULA AND ALL ORDERS, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE AMOUNTS PAID AND PAYABLE BY CLIENT UNDER THE AGREEMENT AND ALL ORDERS DURING THE THIRTY-SIX (36) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM, UP TO A MAXIMUM OF $1,000,000. THE TERMS OF THIS SECTION APPLY REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER BASED ON CONTRACT, TORT (INCLUDING

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WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THE LIMITATIONS IN THIS SECTION WILL NOT APPLY TO: (A) ANY BREACH OF HITACHI'S CONFIDENTIALITY OBLIGATIONS; OR (B) HITACHI'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 8 (INDEMNIFICATION).

11. Termination.

A. For Convenience. Notwithstanding anything to the contrary in this EULA, Client may terminate this EULA and associated order for the Product(s) for its convenience by giving CGI ninety (90) day written notice, although that in all cases Client shall retain the obligation to pay the annual fees invoiced through the full term of the order even if terminated for convenience.

B. For Breach. This EULA, and any associated order under the Agreement for Hitachi Product(s), may be terminated by Hitachi for cause immediately if Client materially breaches any provision of this EULA and fails to cure such breach within thirty (30) days of written notice, or shorter/longer period as mutually agreed in writing by the parties, describing the breach.

C. Additional Effects of Termination. Upon the effective date of any termination or expiration of this EULA, or associated order under the Agreement, by either party: (a) all rights and licenses granted to Client hereunder will terminate and Client shall not seek to continue to use the Product outside of the scope of this Agreement, unless otherwise agreed in writing between the parties; and (b) Client will immediately destroy or return to CGI or Hitachi all Confidential Information in its possession, custody or control in whichever form held (including all copies or embodiments of the Confidential Information); (c) will cease using any Hitachi logos, trademarks, service marks and other designations of Hitachi. On termination or expiration of the Agreement, all existing order(s) shall terminate unless otherwise agreed between the parties.

650 09 07

AN ORDINANCE AUTHORIZING EXECUTION OF A SERIES OF AGREEMENTS IN A TOTAL AMOUNT NOT TO EXCEED $7,524,228, WITH CGI TECHNOLOGIES AND SOLUTIONS INC., FOR THE PROCUREMENT OF A NEW ENTERPRISE RESOURCE PLANNING SYSTEM, AUTHORIZING AGREEMENTS WITH SUNTRUST LEASING CORPORATION FOR THE FINANCING OF SAID SYSTEM IN THE TOTAL AMOUNT NOT TO EXCEED $6,937,894.74, INCLUDING PRINCIPAL AND INTEREST PAYMENTS, AND AUTHORIZING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF $6,000,000 IN CONNECTION THEREWITH, AS AMENDED

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City's current computer software used in Financial, Human Resources, and Work Management is a mixture of packaged and home grown programs that often make it difficult to move data between these different systems, some systems do not communicate, and the City will eventually lose software support for at least one of its existing systems; and

WHEREAS, the City's needs would be better served with a single integrated software system that would handle all of these functions, and the software that accomplishes these needs is referred to as an Enterprise Resource Planning (ERP) System; and

WHEREAS, to that end, the City Council previously approved Ordinance No. 555-08-05 authorizing an agreement with Government Finance Officers Association of the United States and Canada (GFOA) for consultation on the procurement of a new ERP System; and

WHEREAS, the City Purchasing Agent has made a determination that the ERP System is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding because it is neither practicable nor advantageous pursuant to Section 38.38 regarding Competitive Sealed Proposals and the requirements of 38.38(b) have been satisfied; and

WHEREAS, with the assistance of GFOA, the City previously issued requests for proposals for an ERP System; and

WHEREAS, CGI Technologies and Solutions Inc., a Delaware corporation duly authorized to transact business in Illinois, has submitted a proposal for a new ERP System, including software, software development, consulting, and other professional services related to the implementation of said system, including implementation of the ERP System in the amount of $3,602,775 pursuant to the terms and conditions of a Master Services Agreement, software in the amount of $2,025,053 pursuant to the terms and conditions of a Proprietary Software License Agreement, and a five-year software maintenance agreement in the total amount of $1,896,400 pursuant to the terms and conditions of a Proprietary Software Maintenance Agreement, for a total amount not to exceed $7,524,228; and

WHEREAS, it is in the best interest of the City to award these contracts to CGI Technologies and Solutions Inc.; and

WHEREAS, to finance a portion of the costs of the ERP System, the City's Purchasing Agent issued a request for quotes for rates for financing of the ERP System from financial institutions and leasing companies; and

WHEREAS, SunTrust Leasing Corporation, a Virginia corporation, is willing to loan the City the principal sum of $6,000,000 for a portion of the costs of the ERP System at an annual interest rate of 3.995%,

2024-520

COPY

compounded semi-annually, for seven years; and

WHEREAS, the total amount of principal and interest payments due under the financing agreement is $6,937,344.74, plus fees in the amount of $550.00 for a total amount not to exceed $6,937,894.74; and

WHEREAS, it is in the best interest of the City to enter into a financing agreement with SunTrust Leasing Corporation for the financing of a portion of the costs of the ERP System; and

WHEREAS, copies of the agreements shall be located in the Office of the City Clerk; and

WHEREAS, the Office of Budget and Management is requesting a supplemental appropriation from loan proceeds in the amount of $6,000,000 for the purpose of the acquisition and implementation of the ERP System.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes the execution of a Master Services Agreement in an amount not to exceed $3,602,775, a Proprietary Software License Agreement in an amount not to exceed $2,025,053, and a five-year Proprietary Software Maintenance Agreement in an amount not to exceed $1,896,400 for a total amount not to exceed $7,524,228, with CGI Technologies and Solutions Inc., all in connection with the City's procurement of a new Enterprise Resource Planning System, including software, software development, consulting, and other professional services related to the implementation of said System. The Mayor and City Clerk are authorized to execute these agreements and any other necessary documents related thereto on behalf of the City.

Section 1a: That the City Council hereby authorizes execution of a financing agreement with SunTrust Leasing Corporation for the City to finance the lease, purchase and acquisition of a portion of the ERP System in the original principal amount of $6,000,000 at the annual interest rate of 3.995% for seven years for a total amount not to exceed $6,937,344.74 for all principal and interest payments due thereunder, plus fees in the amount of $550.00. The Mayor and City Clerk are hereby authorized to execute a financing agreement, an escrow agreement, and any other necessary documents on behalf of the City of Springfield to effectuate the financing in accordance with these terms.

Section 2: That the Office of Budget and Management is hereby authorized to make payments to CGI Technologies and Solutions Inc. in a total amount not to exceed $7,524,228 from appropriate accounts to be determined by the Director of Office of Budget and Management pursuant to the terms of the agreements with CGI.

Section 2a: That the Office of Budget and Management is hereby authorized to pay SunTrust Leasing Corporation fourteen semi-annual payments of $495,524.62 each for a total amount not to exceed $6,937,344.74 from account numbers 094-107-GENC-VARI-2401 and 094-107-GENC-VARI-2402 as appropriate, for the principal and interest payments due under the financing agreement, plus $550 from account number 094-107-GENC-VARI-1218 for documentation fees in connection therewith.

Section 3: That the City Council hereby authorizes a supplemental appropriation from loan proceeds in the amount of $6,000,000 for the Office of Budget and Management for the purpose of the acquisition and implementation of the ERP System.

650 09 07

Section 4: That the Office of Budget and Management is hereby directed to effectuate this appropriation as follows:

FROM REVENUE ACCOUNT	AMOUNT
094-107-GENC-VARI-8010	$5,700,000.00
001-107-GENC-VARI-8010	$ 300,000.00

TO EXPENDITURE ACCOUNT	AMOUNT
094-107-GENC-VARI-1605	$5,700,000.00
001-107-GENC-VARI-1605	$ 300,000.00

Section 5: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 6: That this ordinance shall become effective immediately after its passage, recording by the City Clerk, and publication in pamphlet form.

PASSED: Sept 18, **2007**

RECORDED: Sept 24, **2007**

ATTEST:
City Clerk Cecilia K. Tumulty

SIGNED: Sept 21, **2007**

Mayor Timothy J. Davlin

Approved as to legal sufficiency:

9/18-07
Office of Corporation Counsel /Date

Requested by: Alderman Mark Mahoney

650 09 07

COPY

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/24

OFFICE REQUESTING: Office of Public Utilities

CONTACT PERSON: Michelle Carlisle

PHONE NUMBER: x-2626

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $0

SUGGESTED TITLE: Accepting & authorize amendment to an agreement / vendor / for Office of Public Utilities

CONTRACTOR / VENDOR NAME: CGI Technologies and Solutions, Inc. **VENDOR NO:** 0AME3362

CONTRACT TERM: - **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: $0 - - -

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other:

☐ Low Bid Meeting Specs ☐ Exception:

☐ Low Evaluated Bid **Code Provision:**

Previous Ord #'s Primary ord. 650-09-2007

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Amendment

STAFF ANALYSIS

Approving an amendment to the Proprietary Software License Agreement Document - updating effective date, allows digital signatures, and removes reference to CGI software products on the old system to migrate to Pentaho software.

FUNDS CHECK BY: **Date:** n/a

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.12.03 11:55:54 -06'00' **Date:**

CITY PURCHASING AGENT: **Date:** n/a

SIGN OFF:

(Mayor's Signature)

n/a

(Director of OBM)

The information supplied on this form is not confidential information.

2024-520

2024-521

AN ORDINANCE APPROVING THE FINAL PLAT FOR THOELE MINOR SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission have reviewed the final plat for Thoele Minor Subdivision, as prepared by John L. Raynolds Jr. – Raynolds, Higginbotham & Associates, Inc. of Springfield, Illinois; and

WHEREAS, all requirements of the 1988 City of Springfield Code of Ordinances, as amended, have been met; and

WHEREAS, the Land Subdivision Committee and the Springfield/Sangamon County Regional Planning Commission recommended the final plat for Thoele Minor Subdivision be approved by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the final plat for Thoele Minor Subdivision is hereby accepted and approved by the City Council.

Section 2: That the Mayor is authorized to sign and the City Clerk to attest approval of said plat for and in the name of the City.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED:_____**, 2024**

SIGNED:_____**, 2024**

RECORDED:_____**, 2024**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk Frank J. Lesko

Requested by: Public Works/Mayor Buscher

Approved as to legal sufficiency:

12/4/24
Office of Corporation Counsel/Date

Location: 1.5 mile jurisdiction

S:\WPDOCS\Ordinances\Public Works\2024\Other\Thoele Minor Subdivision.doc

2024-521

SSC RPC Springfield-Sangamon County Regional Planning Commission

MEMO TO: Honorable Mayor Misty Buscher &
Springfield City Council

FROM: Molly Berns, Executive Director

DATE: November 26, 2024

RE: Thoele Minor Subdivision – Final Plat

Enclosed is a summary of a Minor Subdivision Final Plat reviewed at the August 8, 2024 meeting of the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission. Included in the summary is the Planning Commission's recommendation to the City Council. Also enclosed is a general location map of this minor subdivision for your convenience.

The original and the required number of prints have been forwarded to the City Clerk for transmittal to the appropriate City departments. After the City Engineer receives any required documents the plan will be referred to the City Council for action.

Please feel free to call if you should have any questions.

MB/JZ/EP/SR/st

Enc

cc: Tim Griffin
Dan Crouse
Greg Moredock
Valera Yazell

Room 212 ● 200 SOUTH 9TH STREET ● SPRINGFIELD, IL 62701-1629 ● (217) 535-3110

2024-521

SSC RPC Springfield-Sangamon County Regional Planning Commission

November 26, 2024

Mr. Frank Lesko
City Clerk
106 - Municipal Center West
Springfield, Illinois 62701

RE: Thoele Minor Subdivision – Final Plat

Dear Mr. Lesko,

At the August 8, 2024 meeting, the Land Subdivision Committee of the Springfield-Sangamon County Regional Planning Commission recommended approval of the above referenced Final Plat. All conditions of approval have now been met. Transmitted herewith you will find the original and appropriate number of prints, all endorsed by the Executive Director of the Springfield-Sangamon County Regional Planning Commission as required by the City of Springfield Land Subdivision Ordinance.

Please place the above referenced plan on the agenda of the City Council. Said plan shall remain pending on the agenda of the City Council and shall not be approved by the City Council until the appropriate resolution has been prepared by the City Engineering Department.

Sincerely,

Molly Berns

Molly Berns
Executive Director

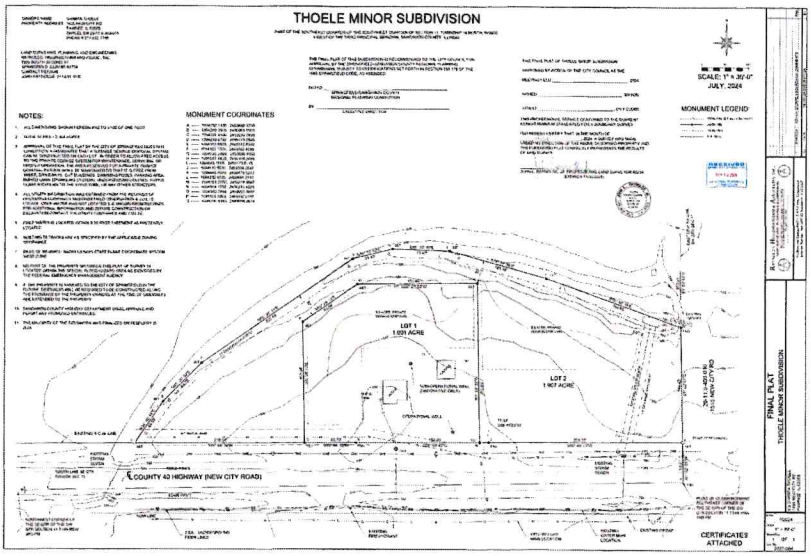
MB/JZ/EP/SR/st

Enc

cc: Dan Crouse
Tim Griffin
Greg Moredock
Shanta Thoele
Raynolds, Higginbotham & Associates, Inc.

2024-521

PROJECT SUMMARY



Development: Thoele City Minor Subdivision - Final Plat

Owner: Shanta Thoele Acres: 2.908

Engineer: Raynolds, Higginbotham & Associates, Inc Lots: 2

Location: Pt. of the SE ¼ of the SW ¼, Sec. 11, T14N, R5W – Located on the north side of New City Road near the intersection with Old Route 66.

Corporate Limits: ☐ in ☑ out

Project description: The owner wants to divide the 2.908 acre parcel into a 1.001 acre lot with the house and garage and a 1.907 acre new buildable lot. An annexation agreement has been executed with the City of Springfield.

Essential Services: Sewer: Private Electric: Ameren

Water: CWLP Fire Protection: Chatham FPD

Variances approved: N/A

Recommendation: Approval

2024-521



SSC RPC Springfield-Sangamon County Regional Planning Commission

Subdivision Reviewed
Date: 11/26/2024

N
W E
S

2024-521

THOELE MINOR SUBDIVISION

PART OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 14 NORTH, RANGE 5 WEST OF THE THIRD PRINCIPAL MERIDIAN, SANGAMON COUNTY, ILLINOIS

OWNERS NAME: SHANTA THOELE
PROPERTY ADDRESS: 1455 NEW CITY RD
PAWNEE, IL 62558
PARCEL ID# 29-11.0-300-014
PHONE # 217-622-1199

LAND SURVEYING, PLANNING, AND ENGINEERING:
RAYNOLDS, HIGGINBOTHAM AND ASSOC., INC.
1025 SOUTH SECOND ST.
SPRINGFIELD, ILLINOIS 62704
CONTACT PERSON:
JOHN RAYNOLDS 217-241-3500

THE FINAL PLAT OF THIS SUBDIVISION IS RECOMMENDED TO THE CITY COUNCIL FOR APPROVAL BY THE SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION, SUBJECT TO CERTIFICATIONS SET FORTH IN SECTION 153.179 OF THE 1988 SPRINGFIELD CODE, AS AMENDED.

DATED: NOV 2 6 2024
SPRINGFIELD-SANGAMON COUNTY REGIONAL PLANNING COMMISSION
BY: _____ EXECUTIVE DIRECTOR

THIS FINAL PLAT OF THOELE MINOR SUBDIVISION
APPROVED BY ACTION OF THE CITY COUNCIL AT THE
MEETING HELD _____, 2024
SIGNED: _____ MAYOR
ATTEST: _____, CITY CLERK

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY

I DO HEREBY CERTIFY THAT IN THE MONTH OF JULY, 2024, A SURVEY WAS MADE UNDER MY DIRECTION OF THE ABOVE DESCRIBED PROPERTY AND THE FOREGOING PLAT CORRECTLY REPRESENTS THE RESULTS OF SAID SURVEY.

JOHN L. RAYNOLDS, JR. PROFESSIONAL LAND SURVEYOR #2254
(EXPIRES 11/30/2024)

JOHN L. RAYNOLDS JR. 35-2254 PROFESSIONAL LAND SURVEYOR STATE OF ILLINOIS SPRINGFIELD, ILLINOIS

RECEIVED
SPRINGFIELD-SANG. CO.
NOV 1 5 2024
REGIONAL PLANNING COMMISSION

SCALE: 1" = 30'-0"
JULY, 2024

NOTES:

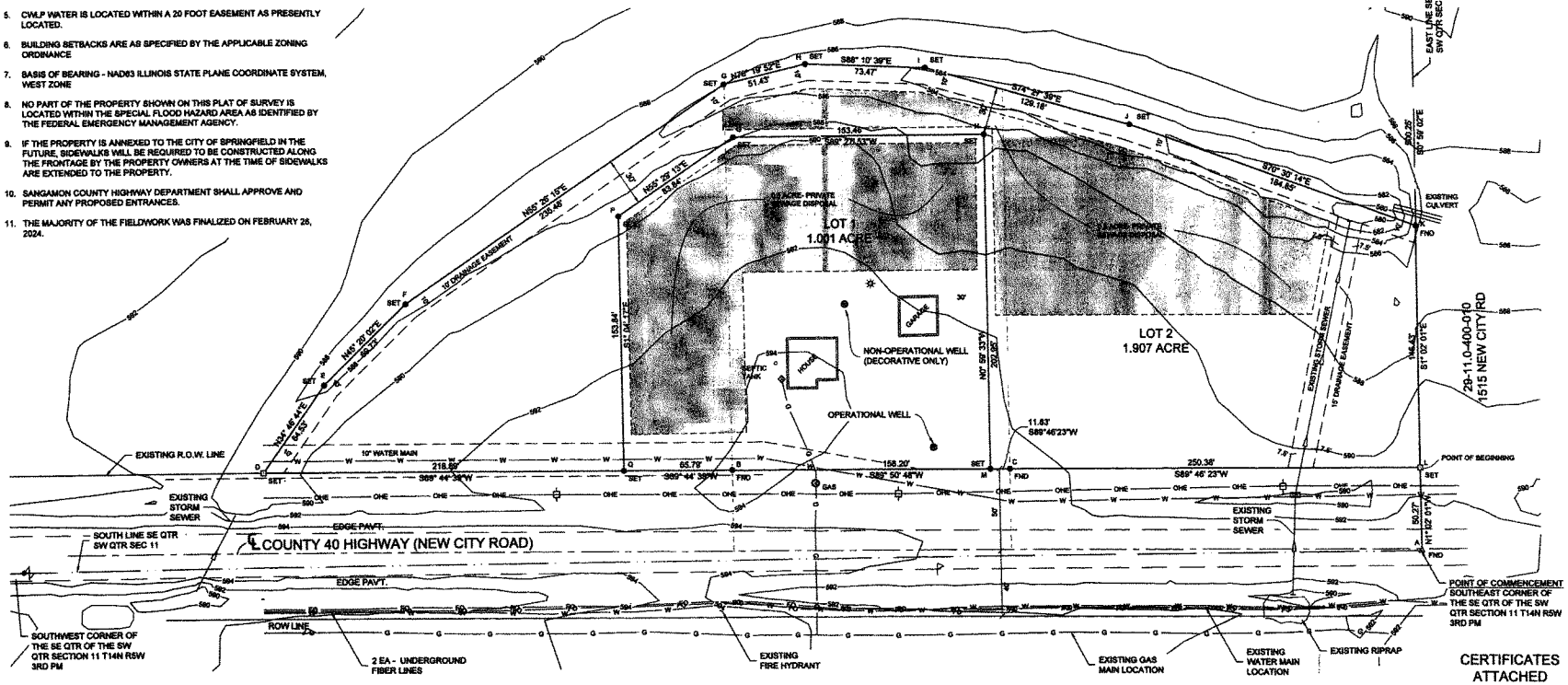
1. ALL DIMENSIONS SHOWN HEREON ARE TO 1/100 OF ONE FOOT
2. TOTAL ACRES = 2.908 ACRES
3. APPROVAL OF THIS FINAL PLAT BY THE CITY OF SPRINGFIELD DOES NOT CONSTITUTE A GUARANTEE THAT A SUITABLE SEWAGE DISPOSAL SYSTEM CAN BE CONSTRUCTED ON EACH LOT. IN ORDER TO ALLOW FREE ACCESS TO THE PRIVATE SEWAGE SYSTEM FOR MAINTENANCE, SERVICING, OR PROPER OPERATION, THE AREA RESERVED FOR A PRIVATE SEWAGE DISPOSAL SYSTEM SHALL BE MAINTAINED SO THAT IT IS FREE FROM TREES, DRIVEWAYS, OUT BUILDINGS, SWIMMING POOLS, PARKING AREA, BURIED LAWN SPRINKLING SYSTEMS, UNDERGROUND UTILITIES, PATIOS, SLABS ADDITIONS TO THE STRUCTURE, OR ANY OTHER STRUCTURE.
4. ALL UTILITY INFORMATION WAS OBTAINED FROM THE RECORDS OF OPERATING COMPANIES AND FROM FIELD OBSERVATION & J.U.L.I.E. LOCATE. CWLP WATER WAS NOT LOCATED & IS SHOWN FROM RECORDS. FOR ADDITIONAL INFORMATION AND BEFORE CONSTRUCTION OR EXCAVATION CONTACT THE UTILITY COMPANIES AND J.U.L.I.E..
5. CWLP WATER IS LOCATED WITHIN A 20 FOOT EASEMENT AS PRESENTLY LOCATED.
6. BUILDING SETBACKS ARE AS SPECIFIED BY THE APPLICABLE ZONING ORDINANCE
7. BASIS OF BEARING - NAD83 ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE
8. NO PART OF THE PROPERTY SHOWN ON THIS PLAT OF SURVEY IS LOCATED WITHIN THE SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
9. IF THE PROPERTY IS ANNEXED TO THE CITY OF SPRINGFIELD IN THE FUTURE, SIDEWALKS WILL BE REQUIRED TO BE CONSTRUCTED ALONG THE FRONTAGE BY THE PROPERTY OWNERS AT THE TIME OF SIDEWALKS ARE EXTENDED TO THE PROPERTY.
10. SANGAMON COUNTY HIGHWAY DEPARTMENT SHALL APPROVE AND PERMIT ANY PROPOSED ENTRANCES.
11. THE MAJORITY OF THE FIELDWORK WAS FINALIZED ON FEBRUARY 26, 2024.

MONUMENT COORDINATES

A	1094252.1400,	2450482.0700
B	1094300.9500,	2450060.7600
C	1094301.4100,	2450230.7900
D	1094299.6792,	2449776.0845
E	1094352.6818,	2449812.8930
F	1094401.7001,	2449862.4859
G	1094535.2895,	2450056.4053
H	1094547.4430,	2450106.3786
I	1094545.1068,	2450179.8115
J	1094510.5000,	2450304.2887
K	1094448.6080,	2450478.5213
L	1094302.4028,	2450461.2132
M	1094301.2580,	2450218.9647
N	1094504.1792,	2450215.4528
O	1094502.7458,	2450061.9997
P	1094454.5969,	2449992.0587
Q	1094300.6563,	2449994.9674

MONUMENT LEGEND:

- IRON PIN SET IN CONCRETE
- IRON PIN
- IRON PIPE
- P.K. NAIL



CERTIFICATES ATTACHED

No.	DATE	REVISION DESCRIPTION	BY
	8/1/2024	AS PER REGIONAL PLANNING COMMENTS	RWS

RAYNOLDS, HIGGINBOTHAM & ASSOCIATES, INC.
1025 South Second St., Springfield, IL 62704-2500
Ph: (217) 241-3500
Professional Design Firm, Ill. Prof. Eng. Corporation License Number: 184.000.588, Expiration: 4/30/2025

FINAL PLAT
THOELE MINOR SUBDIVISION

c/o SHANTA THOELE
1455 NEW CITY RD
PAWNEE, IL 62558

Date: 7/2024
Scale: 1" = 30'-0"
Sheet No.: 1 OF 1
Job No.: 2022-064

12-3-2024

2024-521

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/2024

CONTACT PERSON: Daniel R. Crouse

OFFICE REQUESTING: Public Works

PHONE NUMBER: 217-789-2255

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: _____

SUGGESTED TITLE: AN ORDINANCE APPROVING THE FINAL PLAT OF THOELE MINOR SUBDIVISION FOR THE OFFICE OF PUBLIC WORKS

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☐ **Other:** _____
☐ **Exception:** _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

STAFF ANALYSIS

An ordinance approving the final plat of Thoele Minor Subdivision for the Office of Public Works. The subdivision is located on the north side of New City Road and east of Ole Route 66.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Nate Bo **Date:** 12/4/24

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM _____

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

2024-521

2024-522

A RESOLUTION TO USE MFT REBUILD FUNDS FOR SUPPLEMENT NO. 2 FOR CONSTRUCTION PHASE ENGINEERING SERVICES (PE-III), FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT, MFT SECTION #19-00489-00-TL), FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City anticipates using Motor Fuel Tax Rebuild Funds, MFT Section No. 19-00489-00-TL, in the amount of $54,869.00 for supplemental construction phase engineering services, PE-III, for the Downtown Traffic Signal Modernization Project; and

WHEREAS, the City is required to notify the State regarding the expenditure of Motor Fuel Tax Funds on an annual basis.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the funds will be used for the construction phase under the Illinois Highway Code.

Section 2: That the City anticipates using $54,869.00 for supplement no. 2 for construction phase engineering services for the Downtown Traffic Signal Modernization Project.

Section 3: That said work shall be done by contract.

Section 4: That the City Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Illinois Department of Transportation, Division of Highways, through its District Engineer.

Section 5: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED:_____, 2024

RECORDED:_____, 2024

ATTEST:_____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel/Date

S:\WPDOCS\Ordinances\Public Works\2024\Resolution\RES Supp. 2 Downtown Traffic Signal Modernization & One-Way Streets Conversion Project.doc

2024-522

Illinois Department of Transportation

Resolution for Improvement Under the Illinois Highway Code

Is this project a bondable capital improvement?
☒ Yes ☐ No

Resolution Type	Resolution Number	Section Number
Supplemental		19-00489-00-TL

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract (Contract or Day Labor).

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Various Signals with Downtown City Streets	3.98	Various		

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Traffic Signal Modernization of Various traffic signals downtown including the implementation of new ATMS software program and one way to two conversion of 4th Street from South Grand to Dodge and of Adams Street from 6th Street to 9th Street.

2. That there is hereby appropriated the sum of Fifty four thousand eight hundred and sixty nine Dollars ($54,869.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Frank Lesko (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL)

Clerk Signature _____ Date _____

Approved

Regional Engineer
Department of Transportation _____ Date _____

2024-522

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-67
DATE OF 1ST READING: 12/17/24

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: MFT funding
FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION TO USE MFT FUNDS FOR SUPPLEMENT NO. 2 FOR CONSTRUCTION PHASE ENGINEERING SERVICES (PE-III) FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT (MFT SECTION #19-00489-00-TL) FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Illinois Department of Transportation - BLR 05530
IDOT Form BLR 09110

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT: (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: MFT funding
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: Date: 12.09.2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 12/9/24
CITY PURCHASING AGENT: Date: 12-9-24

COMMENTS

Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This resolution informs the State that the City intends to expend $54,869.00 utilizing funds under the MFT program on supplemental construction engineering services phase for the Downtown Traffic Signal Modernization Project.

SIGN OFF:

(Mayor's Signature) GEM

(Director of OBM) 12-9-24

S\Excel\Forms\24-67 Res Sup 2 Agr Knight - Downtown Signal.docx The information supplied on this form is not confidential information. Revised 5/26/04

2024-522

2024-523

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND NORFOLK SOUTHERN RAILWAY COMPANY FOR USBALE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield, the Illinois Department of Transportation ("IDOT") and the Norfolk Southern Railway Company desire to enter into an agreement to reimburse Norfolk Southern Railway Company for their costs and allow the City's contractor to work on Norfolk Southern Railway Company's property; and

WHEREAS, this agreement is for public purposes, specifically associated with Usable Segment VIA of the Springfield Rail Improvements Project; and

WHEREAS, costs will be fully reimbursed by a the federal Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement between the City of Springfield, IDOT and the Norfolk Southern Railway Company for Usable Segment VIA of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Norfolk Southern Railway Company in an amount not to exceed $1,650,000.00 from account number 041-110-GAST-USVI-2307 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED:_____**, 2024**

RECORDED:_____**, 2024**

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2024**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/12/24
Office of Corporation Counsel / Date

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Nathan Bottom**
Office of Public Works

FROM: **Mike Lesko, Purchasing Agent**

DATE: **December 6, 2024**

SUBJECT: **Exemption from Competitive Bidding Determination**

I have reviewed the Ordinance Fact Sheet with Norfolk Southern Railway Co., for an agreement to reimburse Norfolk Southern (NS) for work related to the Springfield Rail Relocation Project for the Office of Public Works.

Costs to be reimbursed by a federal RAISE Grant.

In accordance with the requirements of Section 38.38(a) and Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-523

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT" made and entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT," City of Springfield, Illinois hereinafter referred to as the "CITY" and Norfolk Southern Railway Company, hereinafter referred to as the "COMPANY" collectively referred to as the "PARTIES" and individually referred to as a "PARTY."

WITNESSETH:

WHEREAS, the CITY proposes to construct Usable Segment VIA of the Springfield Rail Improvements Project. The proposed construction includes replacing the existing North Grand Avenue highway-rail grade crossing (AAR/DOT #479310V, railroad milepost (MP) DH413.03) with a new grade separated roadway structure over existing COMPANY tracks near MP DH413.02, by raising the highway profile and removing the existing grade-crossing, together hereinafter referred to as the "PROJECT;" and

WHEREAS, the DEPARTMENT has agreed to advertise, let and award the contract(s) for the PROJECT; and

WHEREAS, the PARTIES will construct the PROJECT at or near MP DH413.02 as shown on Exhibit 1 attached hereto and made a part thereof; and

WHEREAS, the COMPANY will be responsible for cost share in the amount of $362,500 for this PROJECT; and

WHEREAS, the Illinois Commerce Commission issued an order on August 14th, 2024 authorizing construction of the PROJECT in Docket No. T23-0106 hereinafter referred to as "ICC Order"; and

WHEREAS, pursuant to the ICC Order, the COMPANY is willing to permit the DEPARTMENT's contractor(s) to enter upon the COMPANY's right of way hereinafter referred to as "PREMISES" for construction and maintenance of the PROJECT upon the terms and conditions of this AGREEMENT, and in accordance with the limits of construction shown on Exhibit 2 attached hereto and made a part hereof.

WHEREAS, the COMPANY is willing, at no expense to the COMPANY, to make modifications to the COMPANY's facilities required to accomplish the PROJECT in accordance with the force account estimate attached as Exhibit 3 and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and in further consideration of the following, the PARTIES hereto agree as follows:

SECTION 1. (*Plan Preparation*) The preliminary plans, detailed plans and specifications for the PROJECT shall be prepared by or for the CITY at CITY's expense, and all such plans and specifications affecting the interests of the COMPANY shall be subject to approval by the COMPANY's authorized representative and the DEPARTMENT.

SECTION 2. (*Force Account Cost Estimate*) The estimates of cost for relocation of a communication tower, removal of existing COMPANY maintained crossing surfaces, removal of grade crossing signals and gates and removal of other COMPANY appurtenances necessitated by the proposed improvement, on-site representative services, protective services and administration have been prepared by the COMPANY at the expense of the CITY, and have been approved by an

authorized representative of the CITY. The estimates are included in Exhibit 3 hereto and may be modified by mutual consent of the PARTIES upon changes in work scope.

SECTION 3. (*Changes to Plans and Specifications*) No changes shall be made on the portions of the approved plans and specifications covered by this AGREEMENT by each PARTY hereto without the consent in writing of every PARTY.

SECTION 4. (*Scope of Work*) The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans and specifications, the following items of work:

A. WORK BY THE DEPARTMENT. The DEPARTMENT shall furnish or cause to be furnished all the labor, materials and work equipment required to perform and complete the following:

1. The DEPARTMENT or its contractor shall construct the new grade separated highway structure across the existing COMPANY tracks, as shown on Exhibit 1 attached hereto and made a part hereof.

2. The DEPARTMENT agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around COMPANY operations to protect the DEPARTMENT, or its contractor, when construction activities are taking place on or adjacent to the COMPANY property and/or has the potential to foul the COMPANY's tracks or operations. All expenses for the qualified protective services shall be borne by the DEPARTMENT. Prior to use, COMPANY has the right to ensure the qualified protective services used is properly equipped to provide services around COMPANY operations to ensure safety.

3. Incidental work necessary to complete the item(s) hereinabove specified.

The DEPARTMENT shall award its work to a competent and experienced contractor(s) who has (have) adequate equipment, organization, training, and finances, and the CITY and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the CITY and COMPANY's interests.

Per the Alternative Federal-State procedure in 23 C.F.R. § 646.220, the DEPARTMENT will certify that the construction work at the job site is complete, acceptable, and in accordance with the terms of this AGREEMENT. A representative of the DEPARTMENT shall be present at the job site during construction to observe the work.

B. WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the CITY, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 C.F.R. 140 J) and supplements, as well as Chapter I, Subchapter G, Part 646 (23 C.F.R. 646) and supplements, all the labor, materials and work equipment required to perform and complete the following:

1. On site COMPANY representative services as set forth in the force account estimate in Exhibit 3.

2. Relocation of communication tower, removal of signals, gates and crossing surface for the grade crossing removal.

3. Incidental work necessary to complete the item(s) hereinabove specified, including but not limited to, attendance at project meetings (such as the pre-construction conference described in Section 6) document and agreement preparation, and applicable record development and production.

The estimated cost of COMPANY's work as to construction and set forth above is $1,609,933 plus a contingency of $1,290,067 for a total of $2,900,000 as shown on the detailed estimates in Exhibit 3, attached hereto and made a part hereof.

SECTION 5. (*Project Specifications*) The DEPARTMENT shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022, the "Supplemental Specifications and Recurring Special Provisions" in effect on the date of invitation for bids and the PROJECT specifications as so approved in accordance with Section 1 and the Special Provisions as defined in Section 22.

SECTION 6. (*Pre-construction Conference*) Subsequent to the award of any contract(s), and before any work is started on this PROJECT, a conference shall be held between the representatives of the DEPARTMENT, the CITY, the COMPANY, and the DEPARTMENT's contractor(s), at a place designated by the DEPARTMENT's representative and at a time mutually agreeable to all PARTIES, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted. The DEPARTMENT, CITY and COMPANY will work in good faith to complete the construction of the PROJECT.

SECTION 7. (*Right of Way Entry Limits*) Subject to the provisions of Section 15, the DEPARTMENT shall prohibit its contractor from entering upon or utilizing any of the COMPANY's property or right

of way beyond the limits shown on Exhibit 2 attached hereto and made a part hereof for the purpose of constructing the PROJECT. Within the limits shown on Exhibit 2 attached hereto and made a part hereof, the DEPARTMENT shall require its contractor(s), before entering for the performance of any construction work or work preparatory thereto, to notify the authorized representative of the COMPANY and to comply with the COMPANY's recommendations and requirements relative to railroad clearances, operations, and general safety guidelines and requirements of Section 14 and 22.

SECTION 8. (*Ownership and Maintenance*) The CITY will own and maintain Structure Number 084-9973 and all associated highway facilities that carry North Grand Avenue over the COMPANY's existing track and right-of-way. The COMPANY will not be responsible for maintenance of components to be maintained by the CITY or the DEPARTMENT as required by applicable law.

The CITY further agrees that it will inspect or cause to be inspected the grade separated highway structure in accordance with the latest Federal Highway Administration, US Department of Transportation National Bridge Inspection Standards. Upon request by the COMPANY, CITY will provide the latest structural inspection report in compliance with the National Bridge Inspection Standards for its review.

SECTION 9. (*Cost Records and Billing*) The COMPANY shall keep an accurate and detailed account of the actual cost and expense as

incurred by it or for its account in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 4 hereof, may bill the CITY monthly for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its force account estimate work, shall within ninety (90) days render to the CITY a detailed statement of the actual cost and expense as incurred by it or for its account in accordance with the applicable Federal principles and based on the full costs plus approved additives. In particular, CITY agrees to reimburse costs and expenses, including without limitation labor surcharges, insurance, department support costs, vehicles and equipment, and fixed general and administrative, using the most current additive rates as audited and approved by the Federal Highway Administration, in accordance with applicable provisions of the Federal-Aid Policy Guide, 23 C.F.R. Part 140 Subpart I. After the CITY's representatives have checked the progressive invoices or the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the CITY shall make such payments to the COMPANY within sixty (60) days of receipt of the invoices.

The COMPANY shall maintain, for a minimum of 3 years after the completion of this AGREEMENT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements

of funds passing in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the Auditor General and other DEPARTMENT and Federal auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other DEPARTMENT or Federal auditors 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 CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or DEPARTMENT representatives have audited the expenses as incurred by the COMPANY under this AGREEMENT, including such amounts as may have been suspended from any previous payment, the CITY shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or DEPARTMENT representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or DEPARTMENT representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the CITY for the overpayment.

SECTION 10. *(COMPANY cost share)* The COMPANY's cost share for this PROJECT is $362,500 in accordance with the ICC Order which satisfies the requirements of Federal law and regulation (23 U.S.C. § 130(b), 49 CFR § 1.48 and 23 CFR § 646.210(b)(c)) . The DEPARTMENT, for performance of its work outlined in Section 4(A) shall notify the CITY when the PROJECT is complete and after final inspection. IDOT shall invoice the COMPANY $362,500after final inspection when the PROJECT is complete. The COMPANY shall make such payment to IDOT within sixty (60) days of receipt of the invoice.

SECTION 11. (*Subject to Federal Regulations*) The PROJECT shall be subject to all currently applicable Federal laws, rules, regulations, orders, and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work, and procedure in general. The CITY will reimburse the COMPANY as hereinbefore provided for only such items of work and expense and in such amounts and forms as are proper and eligible for payment.

SECTION 12. (*Non-discrimination*) It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. Part 26 apply to this AGREEMENT. The CITY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have

the maximum opportunity to participate in the performance of work under the AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT.

The COMPANY, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. The City shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. Failure by either the COMPANY or the CITY 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 deemed appropriate.

In the event any of COMPANY's work is performed by other than COMPANY forces, the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the DEPARTMENT's official website." The CITY agrees to comply with applicable prevailing wage requirements in its award and administration of this AGREEMENT.

SECTION 13. (*Termination by the DEPARTMENT or CITY*) In the event that delays or difficulties arise in securing Federal approval, in acquiring rights of way, in settling damages or damage claims, or for any other cause that in the opinion of the DEPARTMENT or CITY render it impracticable to proceed with the construction of the PROJECT, then at any time before actual construction is started, the DEPARTMENT or CITY may serve formal notice of cancellation upon the COMPANY and this AGREEMENT shall thereupon become null and void after all costs incurred by the COMPANY prior to the DEPARTMENT's formal notice have been reimbursed by the CITY (provided that any sums paid to COMPANY for any property interests previously conveyed to CITY by COMPANY shall not be refunded or modified)..

At the time this AGREEMENT was executed, there were funds available for the construction of the PROJECT. However, funding obligations assumed by the DEPARTMENT under this AGREEMENT and the CITY's payment obligations to the COMPANY under this AGREEMENT shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Railroad Administration or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the construction of the PROJECT. In the event of such failure to obtain appropriate funding to satisfy CITY's payment obligations under this AGREEMENT, COMPANY may terminate this AGREEMENT in accordance with Section 13 and may, at its option, remove any and all

PROJECT structures within the COMPANY's right-of-way and rail corridor.

SECTION 14. (*Right of Entry*) The COMPANY, insofar as its rights, title, and interest enables it to do and subject to its rights to operate and maintain its railway and railway appurtenances along, in, and over its right-of-way, grants the DEPARTMENT, the CITY and the CITY's construction observation consultant, without compensation, the right to enter upon the premises, for the purpose of construction of the PROJECT, provided that, prior to entry upon lands of the COMPANY, DEPARTMENT, CITY and/or any contractor of the DEPARTMENT or CITY must execute and deliver to COMPANY a construction right-of-entry agreement as provided in Exhibit 5 attached hereto and made a part hereof together with certificate(s) of insurance required therein.

SECTION 15. (*Use and Condition of the PREMISES*) The PREMISES shall be used by the DEPARTMENT and CITY only for the construction and maintenance of the PROJECT and for no other purpose without the prior written consent of the COMPANY, which consent may be withheld by the Company in its sole discretion. The DEPARTMENT and CITY accepts the PREMISES in its current "as is" condition, as suited for the construction and maintenance of the PROJECT and without the benefit of any improvements to be constructed by the COMPANY except insofar as contemplated by Section 4(B) of this AGREEMENT.

SECTION 16. (*Construction*) The PARTIES shall construct, and the CITY shall maintain, the PROJECT at no expense to the COMPANY

and in such a manner as will not interfere with the operations of the COMPANY (except as approved by the COMPANY) or endanger persons or property of the COMPANY, and in accordance with the plans and specifications approved by the COMPANY in accordance with Section 1 and Section 5 of this AGREEMENT.

SECTION 17. (*Environmental Matters*) The DEPARTMENT and/or CITY assume all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the construction on, and maintenance of, the PREMISES and/or to any contamination of any property, water, air or groundwater arising or resulting from the CITY and DEPARTMENT's permitted operations or uses of the COMPANY's property pursuant to this AGREEMENT. In addition, the CITY and/or DEPARTMENT shall obtain any necessary permits to construct and maintain the PROJECT.

SECTION 18. (CITY's *Indemnification for Railway*) The CITY hereby agrees to be responsible for and to indemnify, release and save harmless the COMPANY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever that arises in any manner from the construction, maintenance, or presence of the CITY's Structure Number 084-9973 and all associated highway facilities that carry North Grand Avenue over the COMPANY's existing track and right-of-way pursuant to this AGREEMENT, regardless of cause, and whether caused

directly or indirectly by the negligence of COMPANY, its officers, agents, or employees, or otherwise; provided, however, that if, under the law applicable to enforcement of this AGREEMENT, the agreement to indemnify against the indemnified party's own negligence is invalid, then in that event the CITY's obligation to indemnify the COMPANY, its officers, agents and employees under this Section shall be reduced in proportion to the negligence of COMPANY, if any, that proximately and directly contributed to such personal injury or property damage..

SECTION 19. *(Grade separation structure fencing)* After the construction of the PROJECT is completed, if either the DEPARTMENT, CITY or COMPANY believes that the installation of protective fences on or adjacent to the parapet wall along the CITY's Structure Number 084-9973 that carries North Grand Avenue over the COMPANY's existing track and right-of-way south outside edge of the highway deck, then it shall notify the other PARTIES of that belief in writing, stating the reasons supporting that belief. If the PARTIES agree, the CITY at its sole cost will design, install and maintain a protective fence system. If any recipient of such notice disagrees with the necessity of such fences, then the recipient of the notice shall provide to the other PARTIES written objections, stating the reasons supporting their belief that such fences are not necessary, within sixty (60) days after receiving the notice. The PARTIES shall not object to the installation of the protective fences by virtue of the fact that the protective fences are more difficult to install because the protective fences were not incorporated into the original plans and specifications for the grade

separated structure. If the DEPARTMENT, CITY and COMPANY do not reach agreement that such fences are necessary within sixty (60) days after any of them has provided objections in response to the notice as provided in this subsection, then any of them thereafter may apply to the Illinois Commerce Commission (the "ICC") for the issuance of orders related to the installation of such fences and the apportionment of the costs of any required installation and maintenance, in the manner otherwise provided by law. The provisions in this section are not intended to prejudice any of the PARTIES with reference to any right of appeal from such ICC orders.

SECTION 20. (*Insurance*) Without limiting in any manner the liabilities and obligations assumed by the DEPARTMENT under any other provision of this AGREEMENT, and as additional protection to the COMPANY, the DEPARTMENT shall require its contractor to procure and maintain, in a form and with insurance companies satisfactory to COMPANY, the following insurance policies: the insurance policies specified in the Special Provisions, as those Special Provisions are described in Section 22 of this AGREEMENT, including without limitation:

A. A Commercial General Liability Insurance Policy having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name the COMPANY as the

certificate holder and as an additional insured, and shall include a severability of interests provision; and

B. A single Railroad Protective Liability Insurance Policy naming the COMPANY, shall be carried in limits of $5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit $10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide. Chapter 1, Subchapter G. Part 646, Subpart A, 23 C.F.R. 646A.

SECTION 21. (*Railway Support*) The COMPANY shall furnish, at the COMPANY's option and at the sole expense of the CITY, labor and materials necessary, in the COMPANY's sole judgment, to support its tracks during the construction, maintenance, repair or removal of the PROJECT.

SECTION 22. (*Special Provisions for Protection of Railway Interests*) In connection with the construction and maintenance of the PROJECT, it is agreed that the safety of people and the safety and continuity of the COMPANY's rail operations shall be of first importance. The DEPARTMENT and CITY shall require its employees, agents, contractors, and invitees to utilize and comply with the COMPANY's directives in this regard and shall require its contractor(s) to comply with all COMPANY Special Provisions for Protection of Railway Interests, ("Special Provisions"), attached hereto as Exhibit 6 and incorporated herein by reference, or any subsequent amendment or replacement thereof. As used in the COMPANY Special Provisions, the DEPATMENT is the

"Contractor" should the DEPARTMENT enter onto the PREMISES to perform any work contemplated by this AGREEMENT. To ensure such compliance, the DEPATMENT shall assign a project manager to function as a single point-of-contact for the DEPARTMENT. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit 6 attached hereto and made a part hereof.

SECTION 23. (*Safety of Railway Operations*) If the COMPANY becomes aware of any safety violations committed by the DEPARTMENT, CITY its employees, agents, contractors, the COMPANY shall so notify the DEPARTMENT and CITY. The DEPARTMENT and CITY shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, the COMPANY may take corrective actions and shall notify the DEPARTMENT and CITY promptly thereafter. The CITY shall reimburse the COMPANY for actual costs incurred in taking such emergency measures. The COMPANY assumes no additional responsibility for safety on the PREMISES for the DEPARTMENT and CITY, and its employees, agents/ or contractors by taking these corrective actions, and the DEPARTMENT and CITY and its agents/contractors shall retain full responsibility for such safety violations.

SECTION 24. (*Corrective Measures*) If the DEPARTMENT or CITY fails to take any corrective measures requested by the COMPANY in a timely manner, or if an emergency situation is presented which, in the COMPANY's judgment, requires immediate repairs, the COMPANY, at

the CITY's expense, may undertake such corrective measures or repairs as the COMPANY deems necessary or desirable.

SECTION 25. (*Miscellaneous*) All exhibits, attachments, riders and addenda referred to in this AGREEMENT are incorporated into this AGREEMENT and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this AGREEMENT. Each covenant of the COMPANY and the DEPARTMENT and the CITY under this AGREEMENT is independent of each other covenant under this AGREEMENT. No default in performance of any covenant by a PARTY shall excuse the other PARTY from the performance of any other covenant.

SECTION 26. (*Notice to PARTIES*) Whenever any notice, statement or other communication is required under this AGREEMENT; it shall be sent to the contact below except as otherwise provided in this AGREEMENT unless otherwise specifically advised.

As to the DEPARTMENT
Illinois Department of Transportation
Jeffrey Myers, Region Four Engineer
Attn: Implementation Engineer
126 East Ash Street
Springfield, IL 62704

As to the CITY:
City of Springfield
Attn: Nathan Bottom
Chief City Engineer
300 S. Seventh St., Room 203
Springfield. IL 62701

As to COMPANY:

Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Attn: System Engineer Public Projects

650 W. Peachtree St. NW – Box 45
Atlanta, GA 30308

Each PARTY may, by notice in writing, direct that future notices or demands be sent to a different contact name or address. All notices hereunder shall be deemed given upon receipt (or, if rejected. upon rejection).

SECTION 27. (*Severability*) The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the validity or the remaining sections, subsections, clauses or provisions of this AGREEMENT.

SECTION 28. (*No Third Party Beneficiary*) This AGREEMENT shall be for the benefit of the PARTIES only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this AGREEMENT, except the COMPANY, the DEPARTMENT and the CITY, and their respective successors and assigns.

SECTION 29. (*Force Majeure*) The PARTIES agree to pursue the completion of the construction of the PROJECT in accordance with the requirements of this AGREEMENT. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this AGREEMENT. In no event shall Force Majeure events excuse the CITY or DEPARTMENT from its obligation to make payment to the COMPANY in accordance with this AGREEMENT. Further, the PARTIES agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected PARTY. If any PARTY is

unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said PARTY, then said PARTY will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this AGREEMENT, Force Majeure events are defined as circumstances beyond a PARTY's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

SECTION 30. (*Amendment: Entire AGREEMENT*) This AGREEMENT may be amended only in writing executed by authorized representatives of the PARTIES hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the PARTIES. The provisions hereof constitute the entire AGREEMENT between the PARTIES and supersede any verbal statement, representations, or warranties. stated or implied.

SECTION 31. (*Independent Contractors*) The PARTIES agree that the DEPARTMENT or CITY and its agents and/or contractors, shall not be deemed either agents or independent contractors of the COMPANY. Except as otherwise provided by this AGREEMENT, the COMPANY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by the DEPARTMENT or CITY or its contractors.

Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of the COMPANY to temporarily prohibit the DEPARTMENT, CITY, its agents, and/or contractors, or persons not associated with the DEPARTMENT or CITY from entering COMPANY property, or to require the removal of any person from COMPANY property, if the COMPANY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the PROJECT exist.

SECTION 32. (*Meaning of "COMPANY"*) The word "COMPANY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by COMPANY. Said term also shall include COMPANY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of the COMPANY and their respective officers, directors, agents, and employees.

SECTION 33. (*CITY Utility Adjustments*) The COMPANY shall allow the CITY, at no cost to the CITY, to access COMPANY right of way consistent with the provisions of SECTION 7 (*Right of Way Entry Limits*), SECTION 14 (*Right of Entry*), and SECTION 15 (*Use and Condition of the Premises*) for the purposes of CITY utility adjustments required by the PROJECT. Such utility adjustments shall be performed by the CITY. The CITY shall submit application to the COMPANY and pay the required application fee for any CITY owned utility crossings of COMPANY property necessary to replace existing utility crossings. After review and

approval of the application, the COMPANY shall grant, at no cost to the CITY, any necessary permits or licenses for the CITY to own, operate, and maintain the utilities.

SECTION 34. *(Certain Easement Transfers)* COMPANY and CITY agree to negotiate in good faith for COMPANY to quitclaim and convey to CITY a permanent, non-exclusive easement (being an aerial easement, and as applicable surface easement, for a bridge structure to be completed according to the PROJECT plans) ("Proposed Permanent Easement"), granting CITY the right to use for construction and maintenance purposes the Proposed Permanent Easement in exchange for consideration mutually acceptable to CITY and COMPANY to be memorialized by separate agreement, with the length, width, height, and general scope of said Proposed Permanent Easement generally depicted on Exhibit 4 attached hereto and made a part hereof. The CITY and COMPANY will complete the Easement Transfers as provided for in a separate agreement for the property involved.

SECTION 35. *(Assignment and Successors)* This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 36. *(Additional Federal Requirements)* Since portions of the Springfield Rail Improvements Project are funded by federal grants, the FRA requires that all contractors, including the COMPANY, adhere to the applicable requirements contained in Exhibit 7.

SECTION 37. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

Illinois Department of Transportation

By_____

Title:_____

Date:_____

City of Springfield, Illinois

By_____

Title:_____

Date:_____

Norfolk Southern Railway Company

By_____

Title:_____

Date:_____

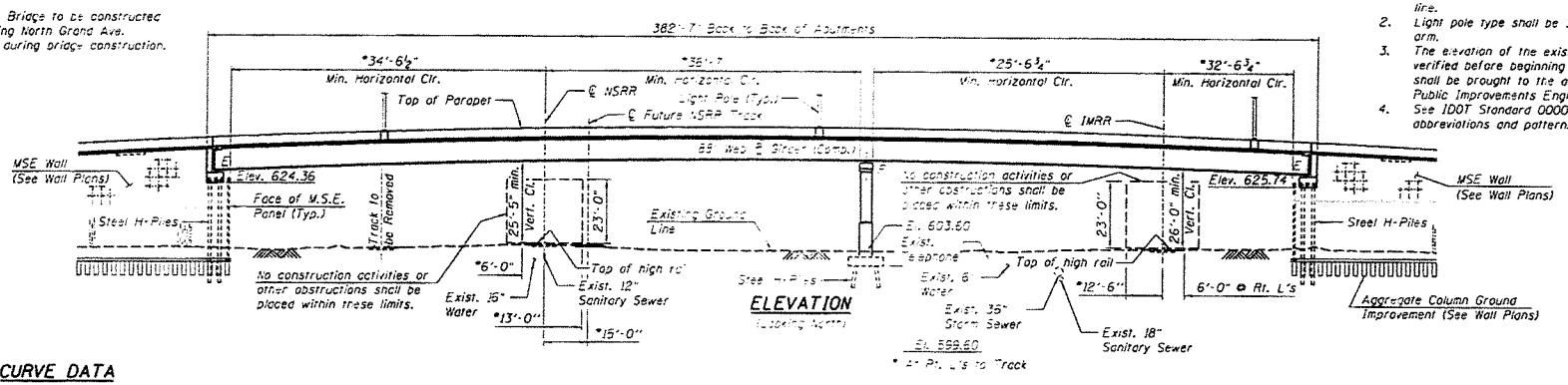
2024-523

Benchmark: TJM-112 - Chiseled square on SW corner of controller box foundation, NE quadrant of 9th St. and North Grand Ave. Elevation = 604.856

Existing Structure: None

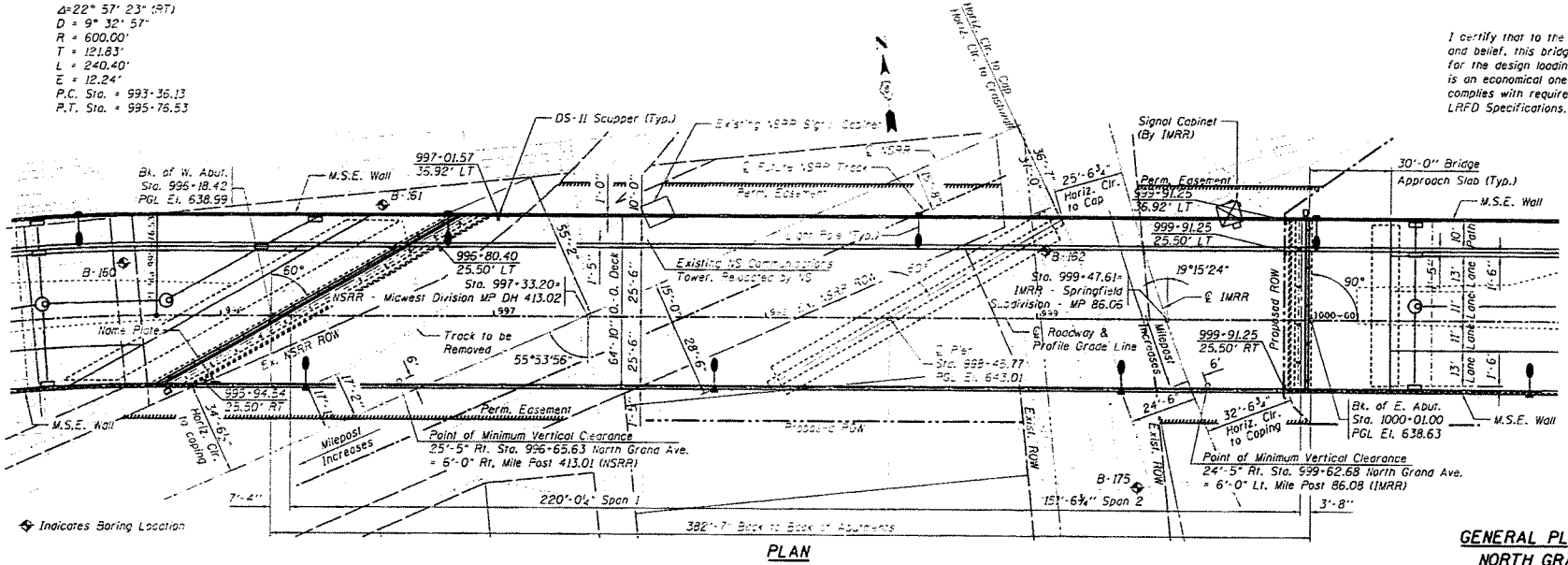
Traffic Control: Bridge to be constructed off Line. Existing North Grand Ave. to remain open during bridge construction.

Notes:
1. No free fall deck drains will be permitted in the spans over the tracks or within 10' of a cross arm of a railroad pole line.
2. Light pole type shall be 30' aluminum pole with 10' davit arm.
3. The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Norfolk Southern Public Improvements Engineer.
4. See IDOT Standard 000001-08 for standard symbols, abbreviations and patterns.

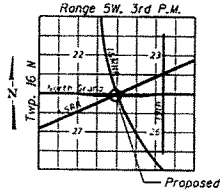


CURVE DATA

Prop. Curve C_ALNGAG/ER02_7
PI Sta. = 994+57.97
Δ=22° 57' 23" (RT)
D = 9° 32' 57"
R = 600.00'
T = 121.83'
L = 240.40'
E = 12.24'
P.C. Sta. = 993+36.13
P.T. Sta. = 995+76.53



PLAN



LOCATION SKETCH

I certify that to the best of knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans. The design is an economical one for the style of structure and complies with requirements of the current AASHTO LRFD Specifications.

MICHAEL N. MENDENHALL — 081-006637 — STATE OF ILLINOIS — PROFESSIONAL STRUCTURAL ENGINEER
SIGNATURE
DATE
LIC. EXP. DATE: 11-30-24

LOADING HL-93

Allow 50#/sq. ft. for future wearing surface.

DESIGN SPECIFICATIONS

2020 AASHTO LRFD Bridge Design Specifications, 9th Edition

DESIGN STRESSES

FIELD UNITS

f'c = 3,500 psi
f'c = 4,000 psi (Superstructure Concrete)
fy = 60,000 psi (Reinforcement)
fy = 50,000 psi (M270 Grade 50)

SEISMIC DATA

Seismic Performance Zone (SPZ) = 1
Design Spectral Acceleration at 1.0 sec. (S_{D1}) = 0.107
Design Spectral Acceleration at 0.2 sec. (S_{DS}) = 0.201
Site Class = C

GENERAL PLAN & ELEVATION
NORTH GRAND AVE. OVER IMRR & NSRR
F.A.U. 7972 - SECTION 22-00492-01-BR
SANGAMON COUNTY
STATION 998+10.21
STRUCTURE NO. 084-9973

FINAL PLANS

HANSON	USER NAME = pepe89279	DESIGNED - CCP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	GENERAL PLAN & ELEVATION STRUCTURE NO. 084-9973
		CHECKED - JGT	REVISED -		
	PLOT SCALE = 42.0000 '/ in.	DRAWN - RSJ	REVISED -		SHEET NO. 1 OF 53 SHEETS
	PLOT DATE = 9/27/2024	CHECKED -	REVISED -		

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00492-00-BR & 22-00492-01-BR	SANGAMON	714	447
		CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1

2025-4-2025

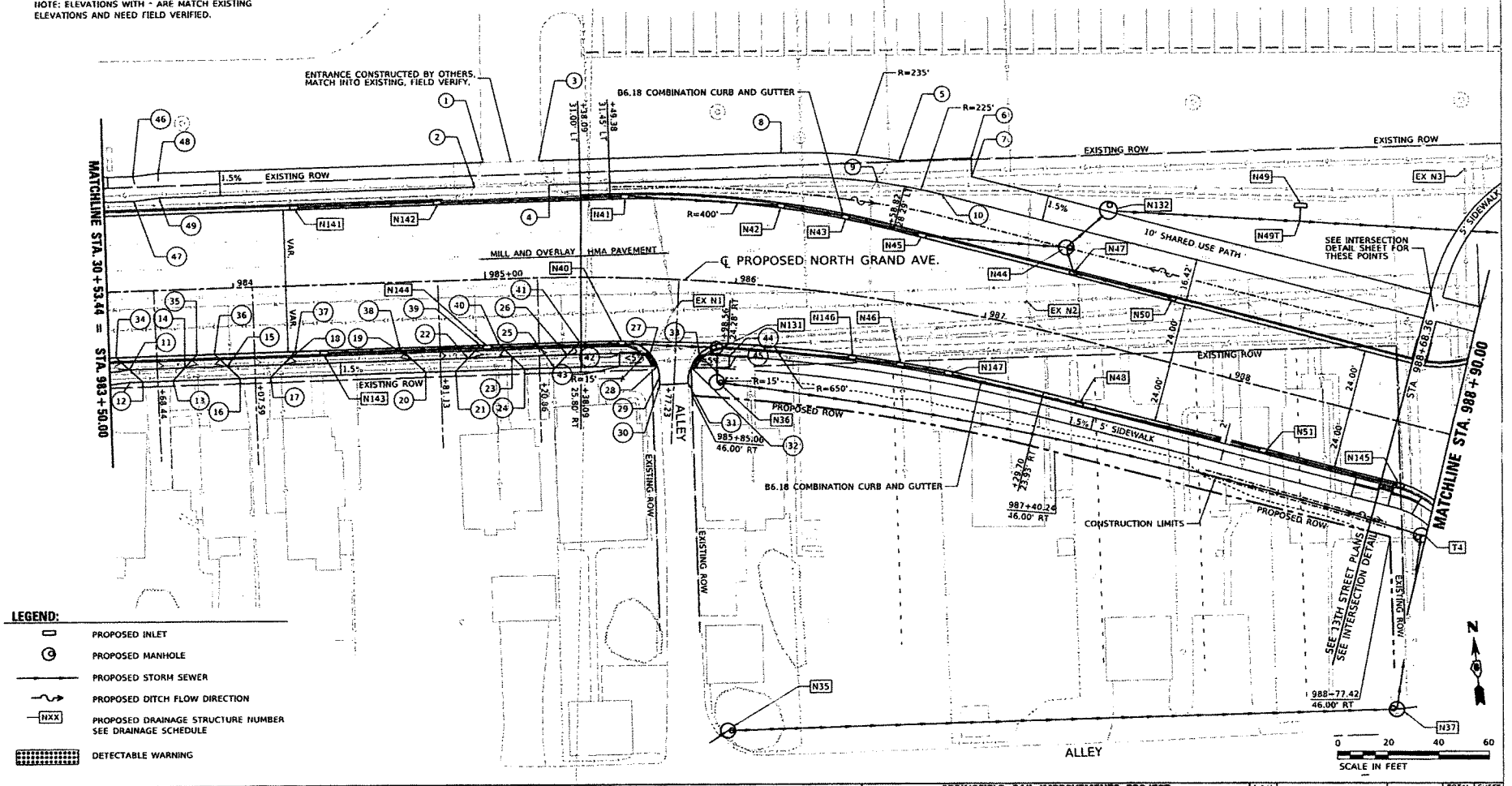
NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	985+00.79	47.07' LT	606.76*	SW
2	984+97.04	37.07' LT	606.30*	SW
3	985+22.25	47.13' LT	606.67*	SW
4	985+25.93	37.19' LT	606.29*	SW
5	986+57.01	56.30' LT	606.08*	SW
6	986+83.10	61.92' LT	606.06*	SW
7	986+84.59	54.57' LT	605.95	SW
8	986+13.07	53.91' LT	605.87*	SW
9	986+50.36	46.36' LT	605.90	SW
10	986+74.72	45.33' LT	605.83	SW
11	983+57.79	31.20' RT	606.93	SW
12	983+62.92	36.20' RT	606.85*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
13	983+74.92	36.20' RT	606.81*	ENT
14	983+79.79	31.20' RT	606.31	SW
15	983+96.59	31.20' RT	606.76	SW
16	984+01.59	36.20' RT	606.75*	ENT
17	984+13.59	36.20' RT	606.77*	ENT
18	984+18.59	31.20' RT	606.68	SW
19	984+70.13	31.20' RT	606.42	SW
20	984+75.13	36.20' RT	606.48*	ENT
21	984+87.13	36.70' RT	606.46*	ENT
22	984+92.13	31.20' RT	606.39	SW
23	985+09.59	31.20' RT	606.30	SW
24	985+14.58	36.20' RT	606.37*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
25	985+27.15	36.07' RT	606.50*	ENT
26	985+32.36	30.96' RT	606.39	SW
27	985+66.67	29.98' RT	605.49	EOP
28	985+69.95	34.90' RT	605.58	EOP
29	985+71.00	39.15' RT	605.84	ALLEY
30	985+71.28	42.22' RT	606.04*	ALLEY
31	985+83.18	41.06' RT	606.14*	ALLEY
32	985+83.93	34.56' RT	605.52	EOP
33	985+86.96	29.51' RT	605.43	EOP
34	983+52.65	26.20' RT	606.53	EOP
35	983+84.66	26.22' RT	606.38	EOP
36	983+91.59	26.20' RT	606.35	EOP

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
37	984+23.59	26.20' RT	606.20	EOP
38	984+65.13	26.20' RT	606.01	EOP
39	984+97.13	26.20' RT	605.86	EOP
40	985+04.69	26.20' RT	605.83	EOP
41	985+37.51	25.82' RT	605.68	EOP
42	985+54.08	30.32' RT	605.97	SW
43	985+54.23	35.32' RT	606.05	SW
44	985+99.56	29.25' RT	605.47	SW
45	985+99.65	34.25' RT	605.55	SW
46	983+61.80	46.07' LT	606.79*	SW
47	983+61.80	36.07' LT	606.67*	SW
48	983+71.80	47.07' LT	606.82*	SW
49	983+71.80	37.07' LT	606.64*	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.



LEGEND:

- PROPOSED INLET
- PROPOSED MANHOLE
- PROPOSED STORM SEWER
- PROPOSED DITCH FLOW DIRECTION
- NXX — PROPOSED DRAINAGE STRUCTURE NUMBER SEE DRAINAGE SCHEDULE
- DETECTABLE WARNING

HANSON

USER NAME = pwp00273	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MHM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

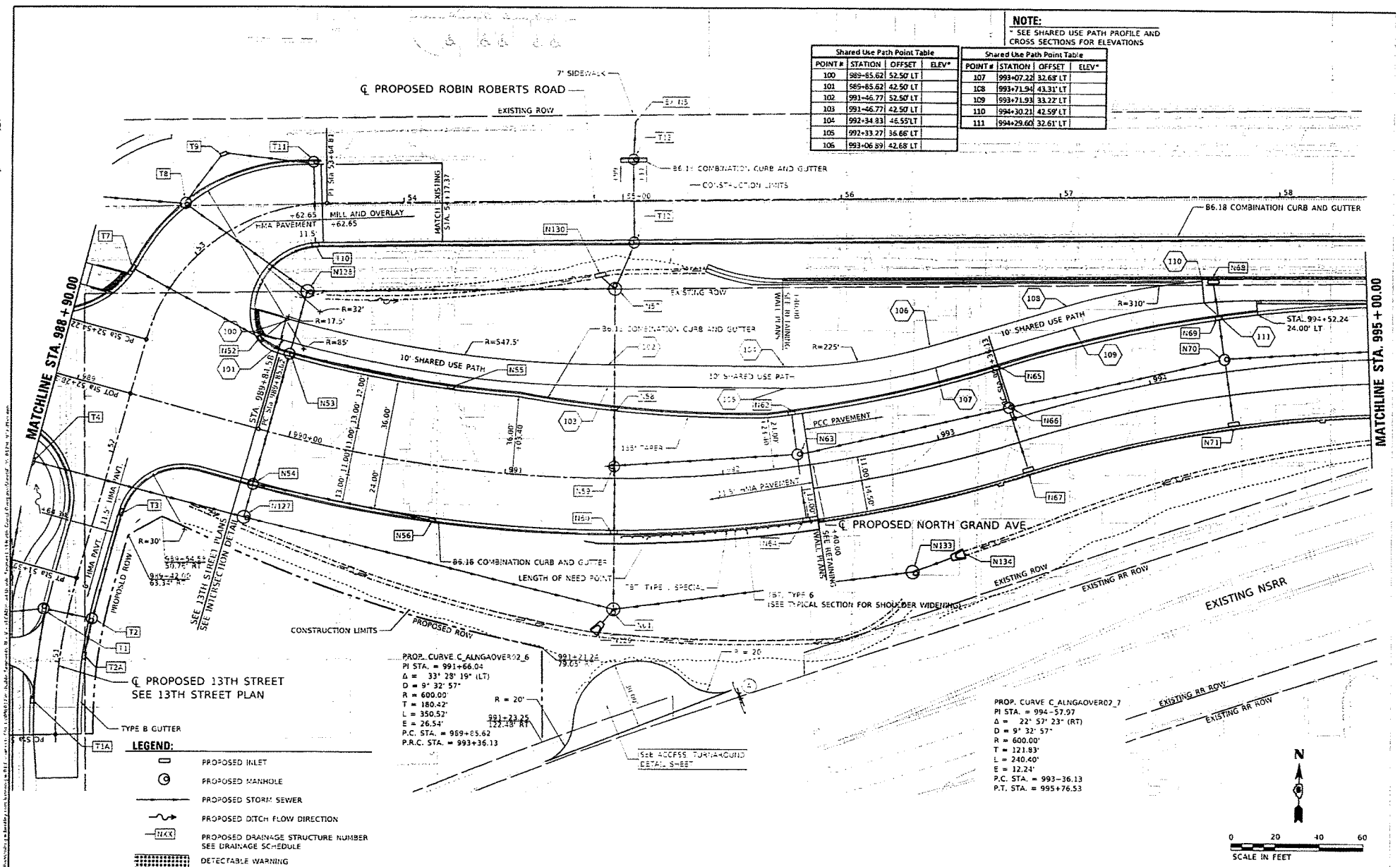
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 1

SCALE | SHEET 1 OF 5 SHEETS | STA. | TO STA.

F.A.I. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00452-00-BR & 22-00452-01-BR	SANGAMON	214	183
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

DESIGNED - DJP	REVISED -		
DRAWN - DJP	REVISED -		
CHECKED - MKM	REVISED -		
DATE - 10/01/2024	REVISED -		

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

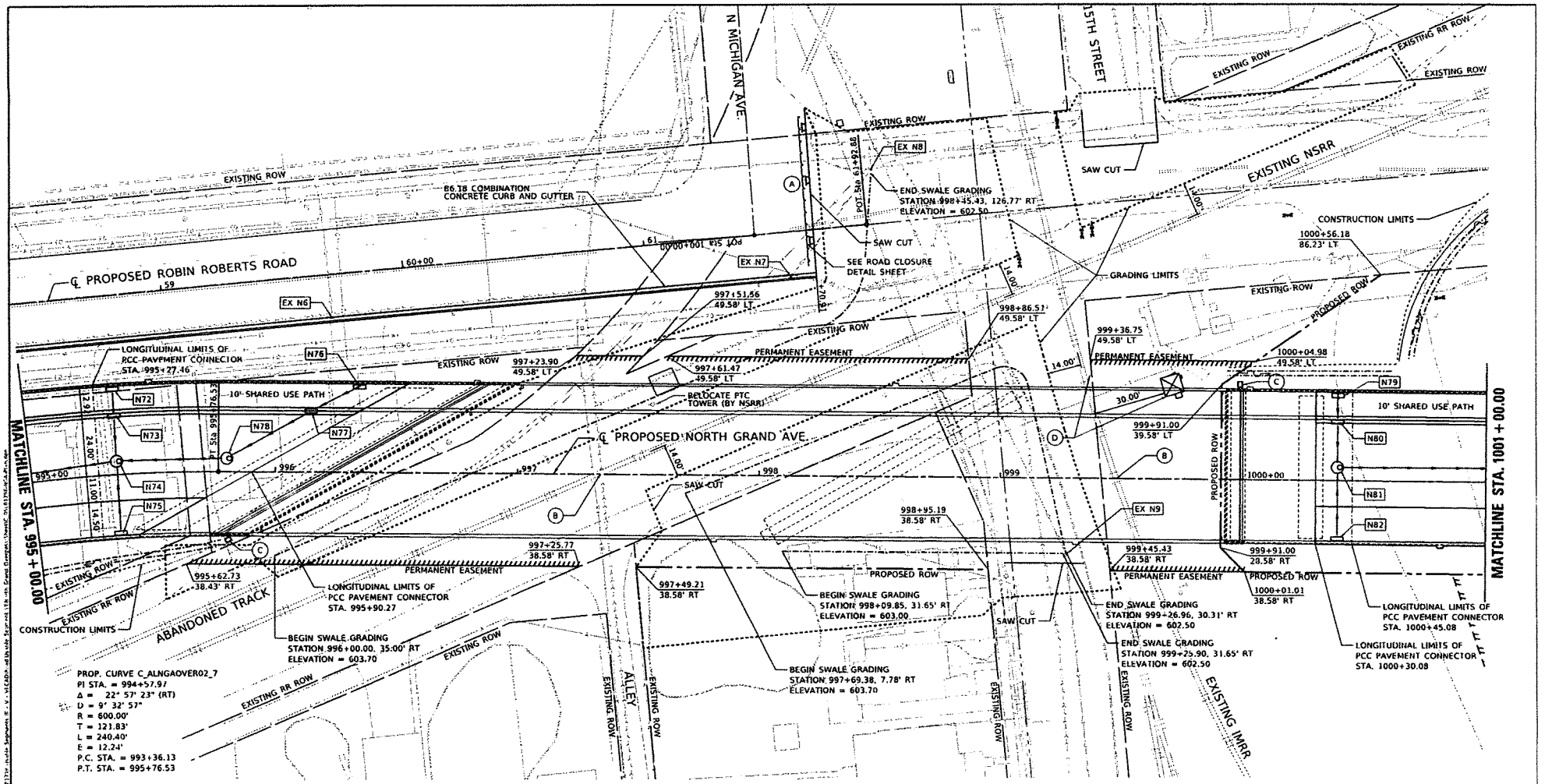
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 2
SCALE: | SHEET 2 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	714	131
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1

2024-5223



LEGEND:

- PROPOSED INLET
- PROPOSED MANHOLE
- PROPOSED STORM SEWER
- PROPOSED DITCH FLOW DIRECTION
- NXX — PROPOSED DRAINAGE STRUCTURE NUMBER SEE DRAINAGE SCHEDULE
- DETECTABLE WARNING

(A) SPBGR TYP A W/ROAD CLOSED R11-2 48" x 30" AND OM4-3 18" x 18" AT GUARDRAIL

(B) SN 084-9973
SEE STRUCTURE PLANS
STA. 997+34.78 = NSRR MP DH 413.02
STA. 999+48.02 = IMRR MP 86.06

(C) SPLASH BLOCK FOR BRIDGE DRAINAGE OUTLET LOCATE MIN 6' BEYOND RR ROW DIRECT FLOW TOWARDS DITCH

(D) IMRR CONTROL POINT SIGNALS AND 8'x8' SIGNAL HOUSE. SEE SPECIAL PROVISION "RAILROAD SIGNALS"

USER NAME = pwp30275	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MHM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

HANSON

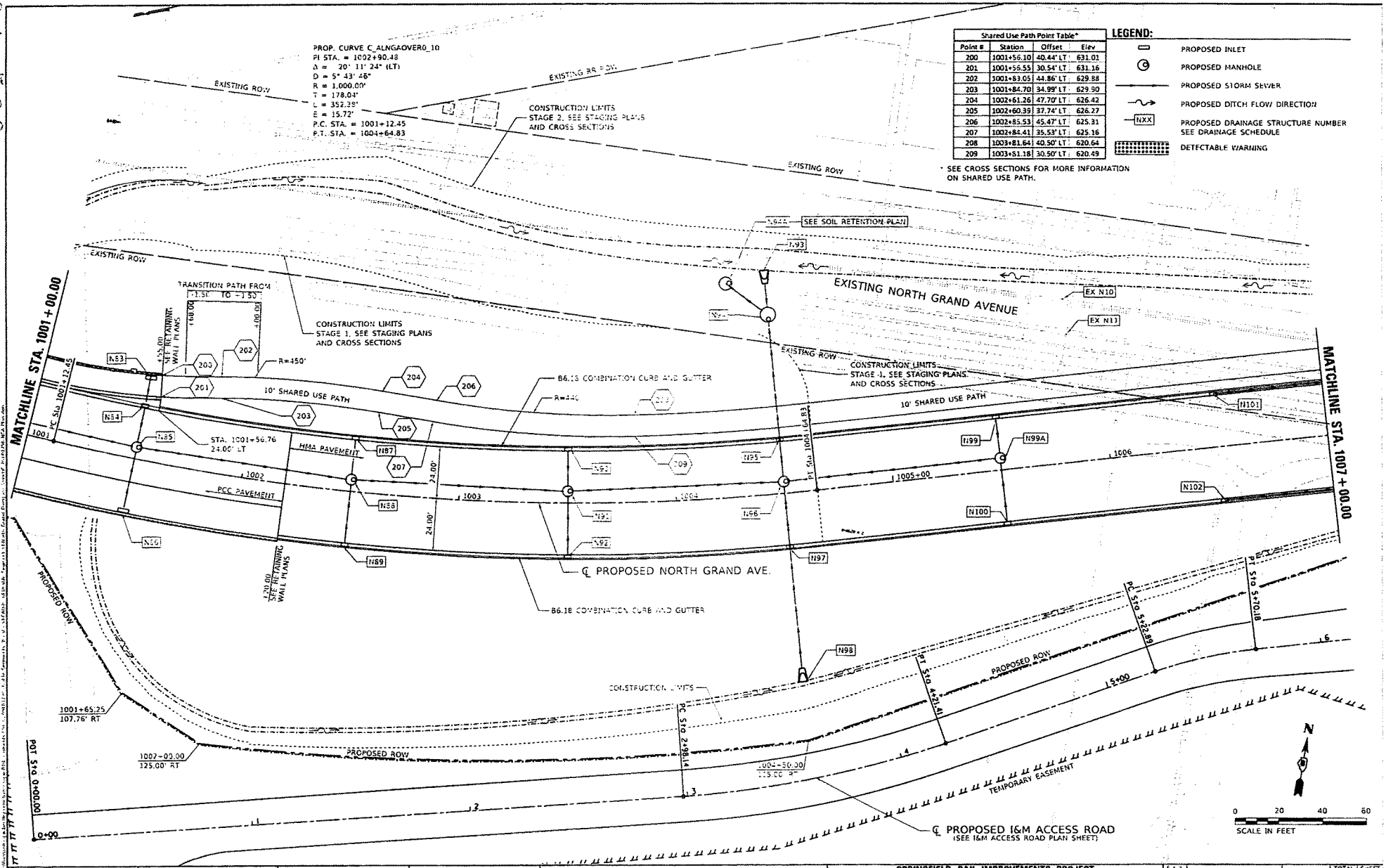
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 3
SCALE: SHEET 3 OF 5 SHEETS STA. TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00452-00-BR & 22-00452-01-BR	SANGAMON	71#	185
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



Shared Use Path Point Table*			
Point #	Station	Offset	Elev
200	1001+56.10	40.44' LT	631.01
201	1001+55.55	30.54' LT	631.16
202	1001+83.05	44.86' LT	629.88
203	1001+84.70	34.99' LT	629.90
204	1002+61.26	47.70' LT	626.42
205	1002+60.39	37.74' LT	626.27
206	1002+85.53	45.47' LT	625.31
207	1002+84.41	35.53' LT	625.16
208	1003+81.64	40.50' LT	620.64
209	1003+81.18	30.50' LT	620.49

* SEE CROSS SECTIONS FOR MORE INFORMATION ON SHARED USE PATH.

LEGEND:

- PROPOSED INLET
- PROPOSED MANHOLE
- PROPOSED STORM SEWER
- PROPOSED DITCH FLOW DIRECTION
- NXX — PROPOSED DRAINAGE STRUCTURE NUMBER SEE DRAINAGE SCHEDULE
- DETECTABLE WARNING

HANSON

USER NAME =	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE =	CHECKED - MRM	REVISED -	
PLOT DATE =	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 4

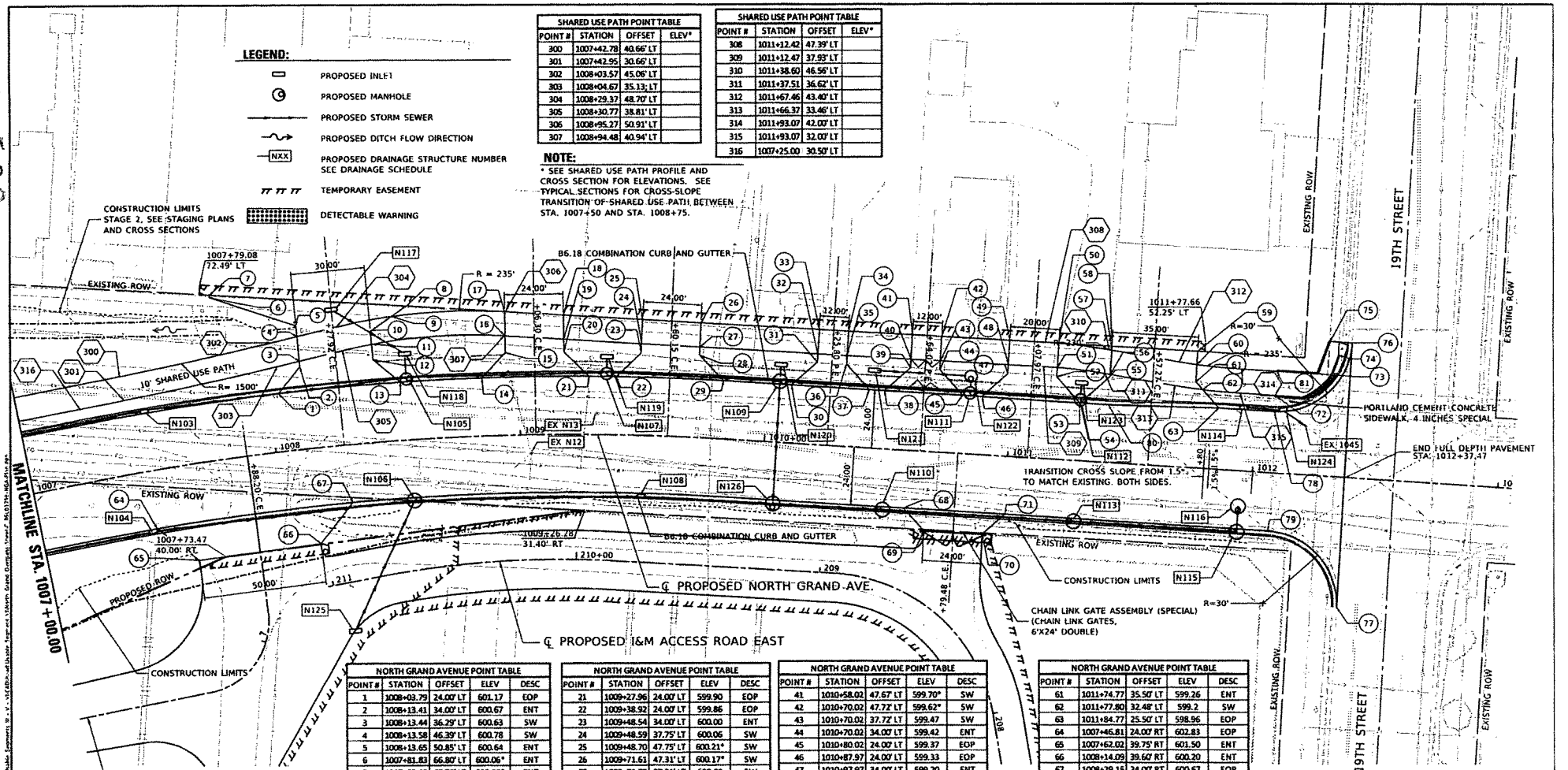
SCALE: | SHEET 4 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1972	[illegible]	SANGAMON	714	186
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1

2024-523



SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
300	1007+42.78	40.66' LT	
301	1007+42.95	30.66' LT	
302	1008+03.57	45.06' LT	
303	1008+04.67	35.13' LT	
304	1008+29.37	48.70' LT	
305	1008+30.77	38.81' LT	
306	1008+95.27	50.91' LT	
307	1008+94.48	40.94' LT	

SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
308	1011+12.42	47.39' LT	
309	1011+12.47	37.93' LT	
310	1011+38.60	46.56' LT	
311	1011+37.51	36.62' LT	
312	1011+67.46	43.40' LT	
313	1011+66.37	33.46' LT	
314	1011+93.07	42.00' LT	
315	1011+93.07	32.00' LT	
316	1007+25.00	30.50' LT	

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	1008+03.79	24.00' LT	601.17	EOP
2	1008+13.41	34.00' LT	600.67	ENT
3	1008+13.44	36.29' LT	600.63	SW
4	1008+13.58	46.39' LT	600.78	SW
5	1008+13.65	50.85' LT	600.64	ENT
6	1007+81.83	66.80' LT	600.06*	ENT
7	1007+82.02	67.79' LT	600.08*	ENT
8	1008+56.93	55.05' LT	600.06*	ENT
9	1008+50.93	51.18' LT	599.91	SW
10	1008+42.26	45.70' LT	599.80	SW
11	1008+42.34	40.34' LT	599.73	SW
12	1008+42.43	34.00' LT	599.90	ENT
13	1008+52.53	24.00' LT	600.33	EOP
14	1008+85.07	24.00' LT	600.06	EOP
15	1008+94.70	34.00' LT	599.95	ENT
16	1008+94.77	40.92' LT	599.95	SW
17	1008+94.88	50.94' LT	600.10*	SW
18	1009+17.74	49.21' LT	600.21*	SW
19	1009+17.85	39.19' LT	600.06	SW
20	1009+17.91	34.00' LT	599.83	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
21	1009+27.96	24.00' LT	599.90	EOP
22	1009+38.92	24.00' LT	599.86	EOP
23	1009+48.54	34.00' LT	600.00	ENT
24	1009+48.59	37.75' LT	600.06	SW
25	1009+48.70	47.75' LT	600.21*	SW
26	1009+71.61	47.31' LT	600.17*	SW
27	1009+71.72	37.31' LT	600.02	SW
28	1009+71.75	34.00' LT	599.97	ENT
29	1009+81.80	24.00' LTR	599.71	EOP
30	1010+09.80	24.00' LT	599.61	EOP
31	1010+19.80	34.00' LT	599.87	ENT
32	1010+19.80	37.48' LT	599.91	SW
33	1010+19.80	47.48' LT	600.06*	SW
34	1010+31.80	47.54' LT	599.88*	SW
35	1010+31.80	37.54' LT	599.73	SW
36	1010+31.80	34.00' LT	599.69	ENT
37	1010+41.80	24.00' LT	599.50	EOP
38	1010+48.02	24.00' LT	599.48	EOP
39	1010+58.02	34.00' LT	599.50	ENT
40	1010+58.02	37.66' LT	599.55	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
41	1010+58.02	47.67' LT	599.70*	SW
42	1010+70.02	47.72' LT	599.62*	SW
43	1010+70.02	37.72' LT	599.47	SW
44	1010+70.02	34.00' LT	599.42	ENT
45	1010+80.02	24.00' LT	599.37	EOP
46	1010+87.97	24.00' LT	599.33	EOP
47	1010+97.97	34.00' LT	599.20	ENT
48	1010+97.97	37.86' LT	599.21	SW
49	1010+97.97	47.86' LT	599.36*	SW
50	1011+17.97	47.96' LT	599.26*	ENT
51	1011+17.97	37.89' LT	599.11	SW
52	1011+17.97	34.00' LT	599.05	ENT
53	1011+27.97	24.00' LT	599.19	EOP
54	1011+28.27	24.00' LT	599.18	EOP
55	1011+39.77	35.50' LT	599.09	ENT
56	1011+39.77	36.37' LT	599.11	SW
57	1011+39.77	46.43' LT	599.23	SW
58	1011+39.77	48.06' LT	599.45*	ENT
59	1011+74.77	48.23' LT	599.39*	ENT
60	1011+74.77	42.71' LT	599.37	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
61	1011+74.77	35.50' LT	599.26	ENT
62	1011+77.80	32.48' LT	599.2	SW
63	1011+84.77	25.50' LT	598.96	EOP
64	1007+46.81	24.00' RT	602.83	EOP
65	1007+62.02	39.75' RT	601.50	ENT
66	1008+14.09	39.60' RT	600.20	ENT
67	1008+29.15	24.00' RT	600.67	EOP
68	1010+58.57	24.00' RT	599.43	EOP
69	1010+67.48	32.84' RT	599.51*	ENT
70	1010+91.48	32.73' RT	599.51*	ENT
71	1011+00.14	24.00' RT	599.28	EOP
72	1012+07.49	32.00' LT	598.73	EOP
73	1012+24.34	42.00' LT	598.55	SW
74	1012+32.05	50.37' LT	598.40*	SW
75	1012+28.40	55.65' LT	598.44*	SW
76	1012+37.31	54.09' LT	598.23*	EOP
77	1012+37.63	53.73' RT	598.13*	EOP
78	1012+07.42	25.50' LT	598.86	EOP
79	1012+07.63	24.00' RT	598.86	EOP
80	1011+39.77	24.00' LT	599.14	EOP
81	1012+07.49	42.00' LT	598.88	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.

FINAL PLANS

HANSON

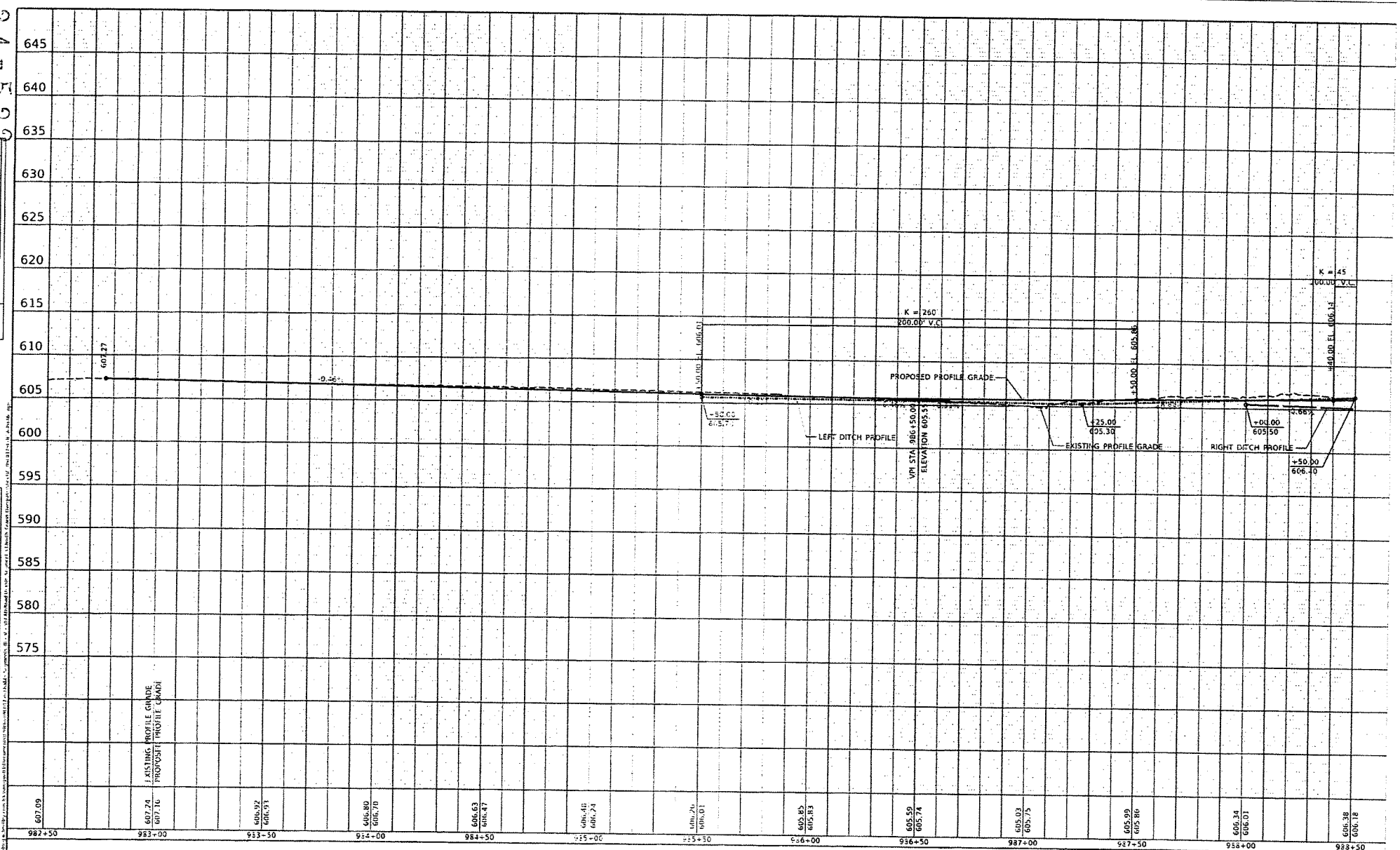
USER NAME = jojp30273	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MNM	REVISED -	
PLOT DATE = 11/20/2024	DATE - 11/19/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 5
SCALE: SHEET 5 OF 5 SHEETS STA. TU STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00042-00-BR & 22-00042-01-BR	SANGAMON	714	187
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

Exhibit 1



HANSON

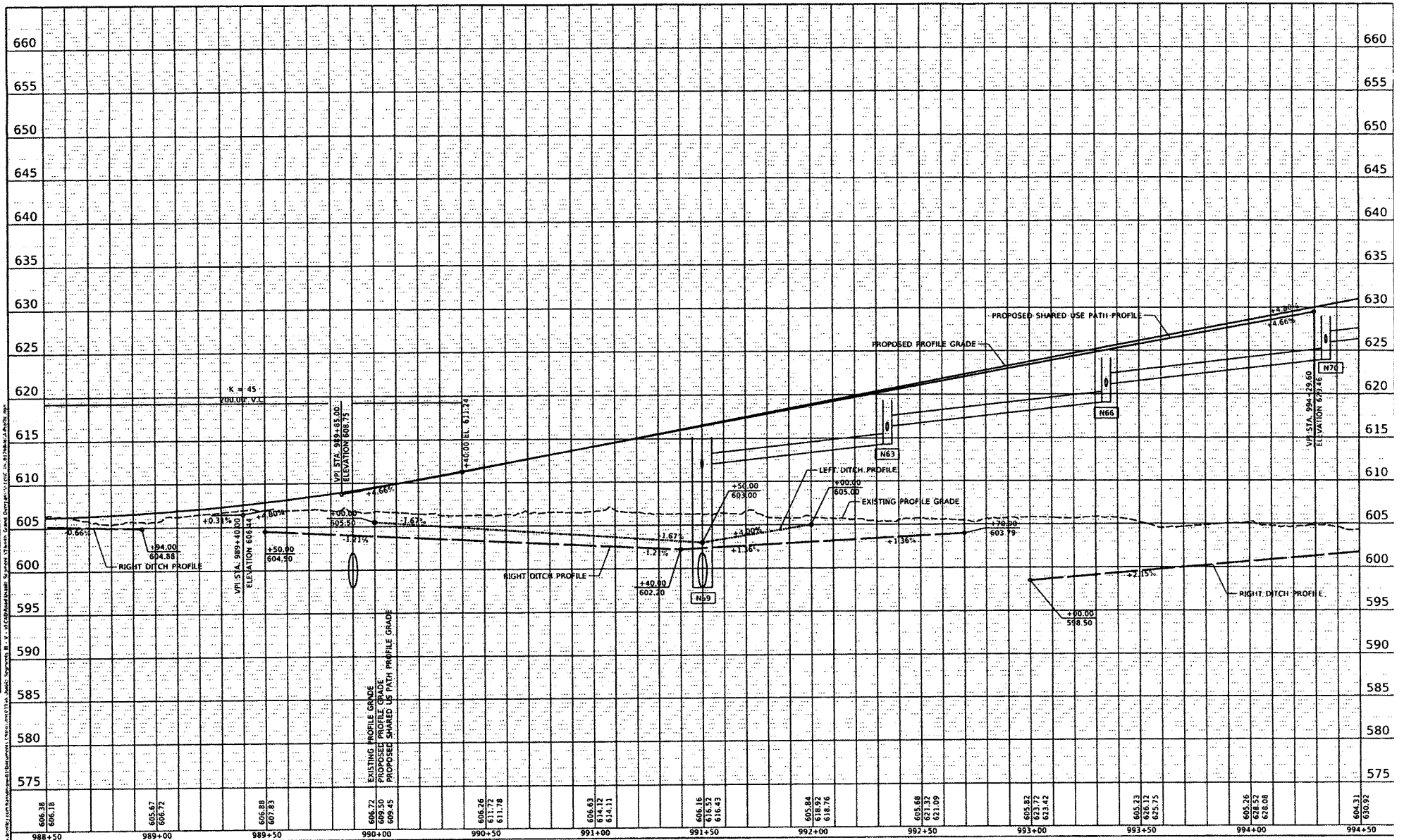
DESIGNED - DJP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 1
DRAWN - DJP	REVISED -		
CHECKED - MKM	REVISED -		
DATE - 10/01/2024	REVISED -		

SCALE: | SHEET : OF 5 SHEETS | STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	214	188
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1

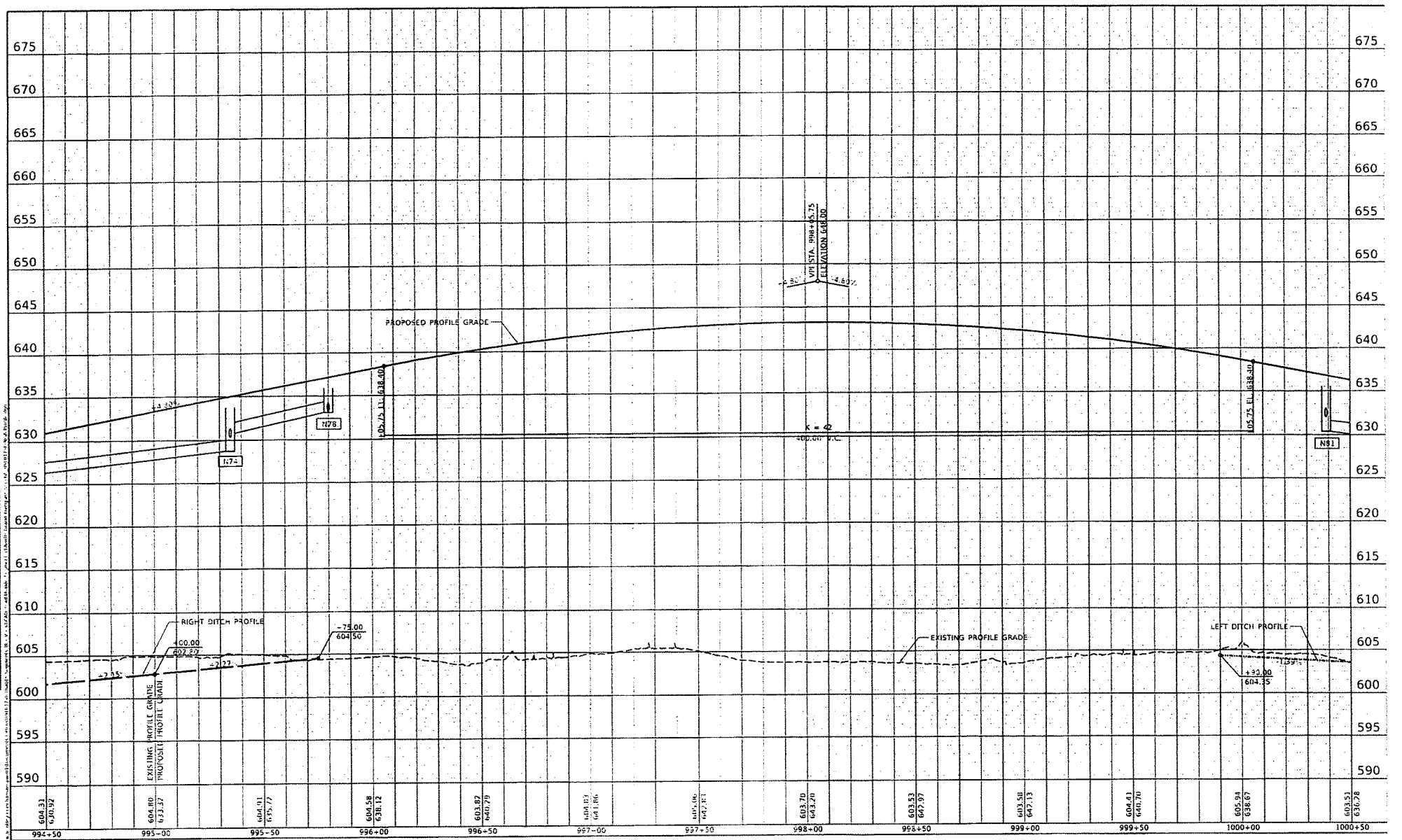


FINAL PLANS

HANSON	USER NAME = pdp00775	DESIGNED - DJP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 2
		DRAWN - DJP	REVISED -		
	PLOT SCALE = 40.00 ' / In.	CHECKED - MNM	REVISED -		SCALE: SHEET 2 OF 5 SHEETS STA. TO STA.
	PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -		

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00432-00-BR & 22-00432-01-BR	SANGAMON	714	189
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

Exhibit 1



FINAL PLANS

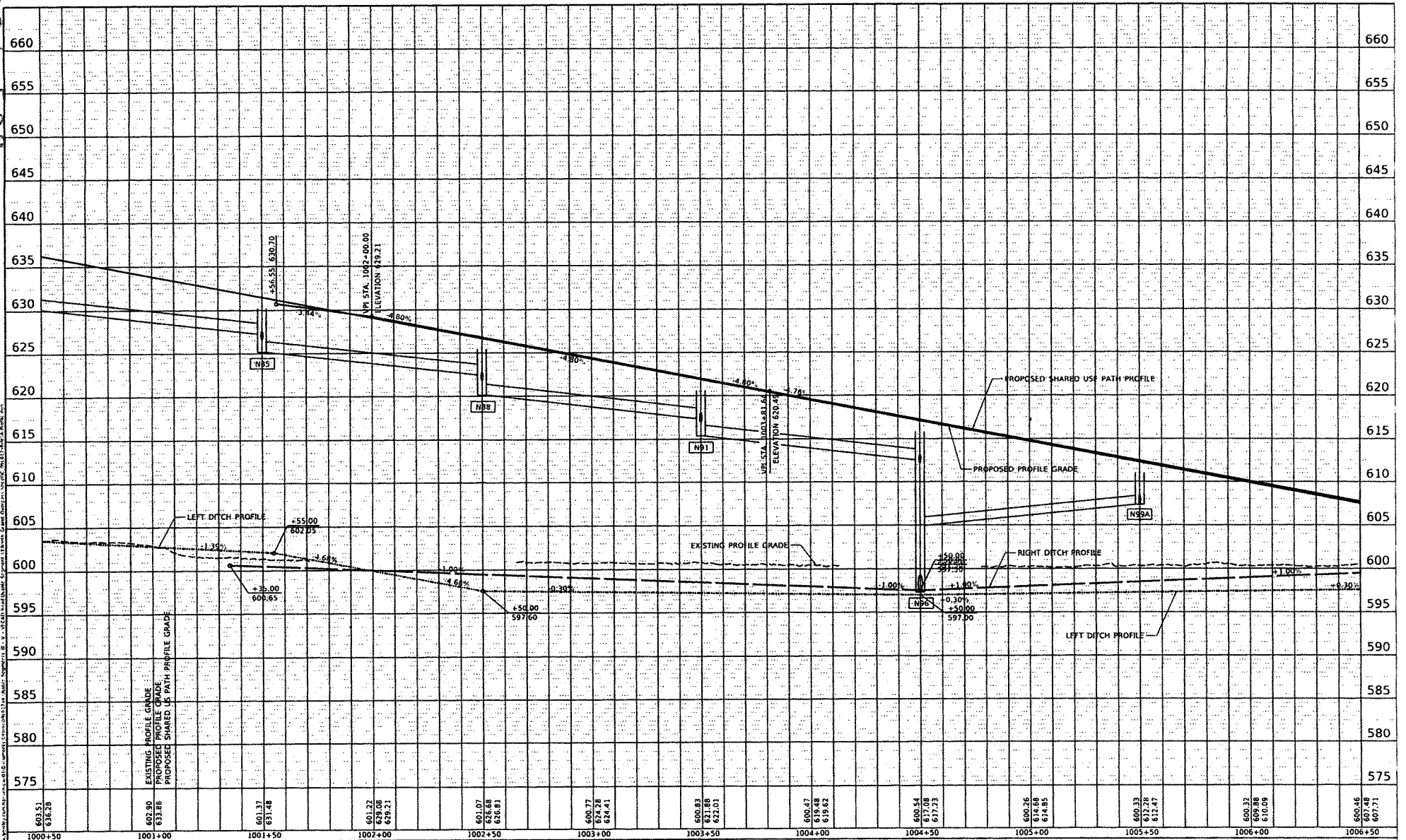
HANSON	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
	CHECKED - PWM	REVISED -	
	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 3
SCALE: SHEET 3 OF 5 SHEETS STA. TO STA.

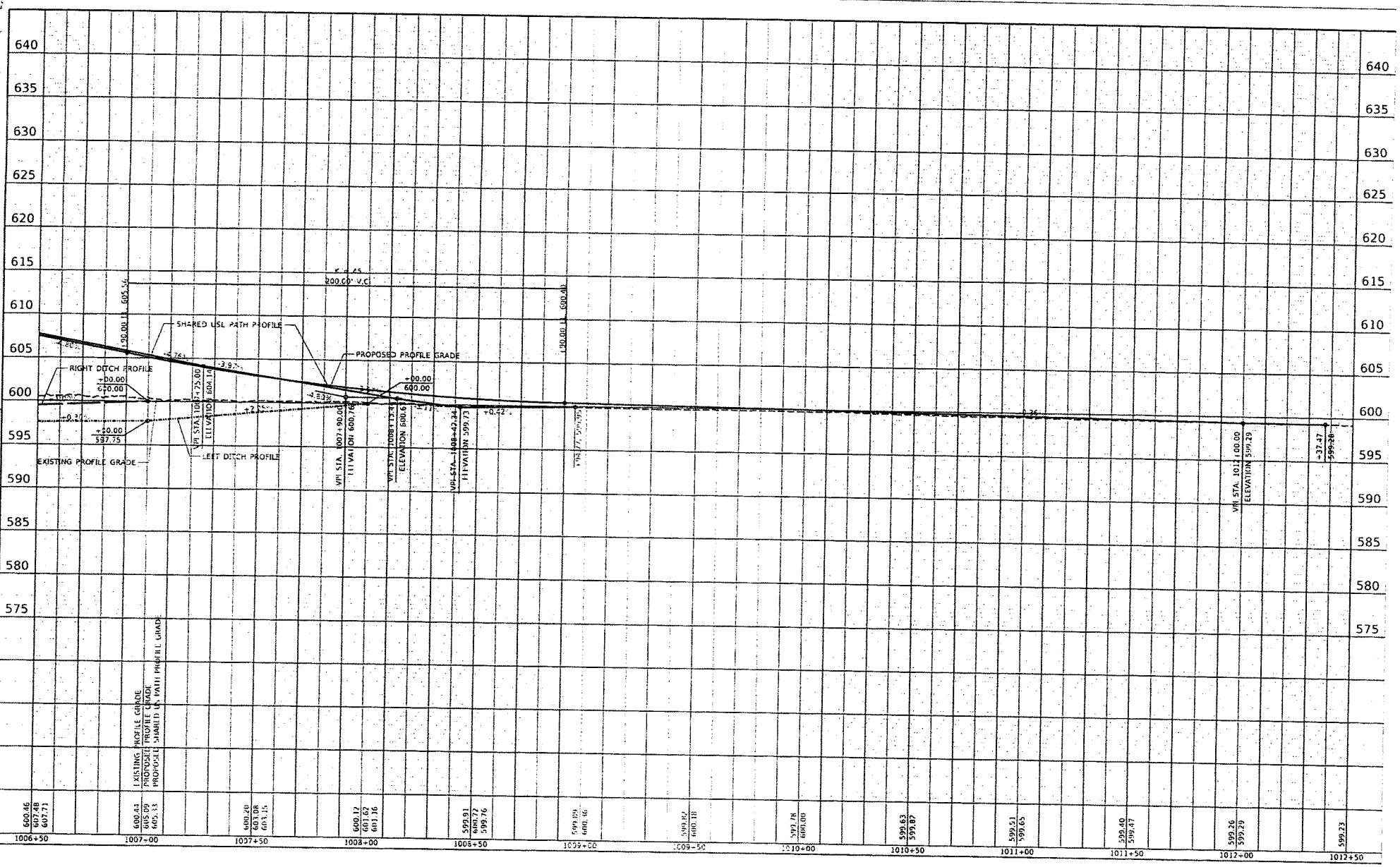
F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	714	190
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. A.D. PROJECT			

Exhibit 1



HANSON	USER NAME = pop00275	DESIGNED - DJP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 4	F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		DRAWN - DJP	REVISED -			7922	20-00492-00-BR & 22-00492-01-BR	SANGAMON	714	191
	PLOT SCALE = 40.00 ' / IN.	CHECKED - MNM	REVISED -				09L0179B	CONTRACT NO. 93773		
	PLOT DATE = 5/27/2024	DATE - 10/01/2024	REVISED -		SCALE: SHEET 4 OF 5 SHEETS STA. TO STA.			ILLINOIS FED. AID PROJECT		

Exhibit 1



HANSON

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DESIGNED - DJP	REVISED -		
DRAWN - DJP	REVISED -		
CHECKED - MNW	REVISED -		
DATE - 10/01/2024	REVISED -		

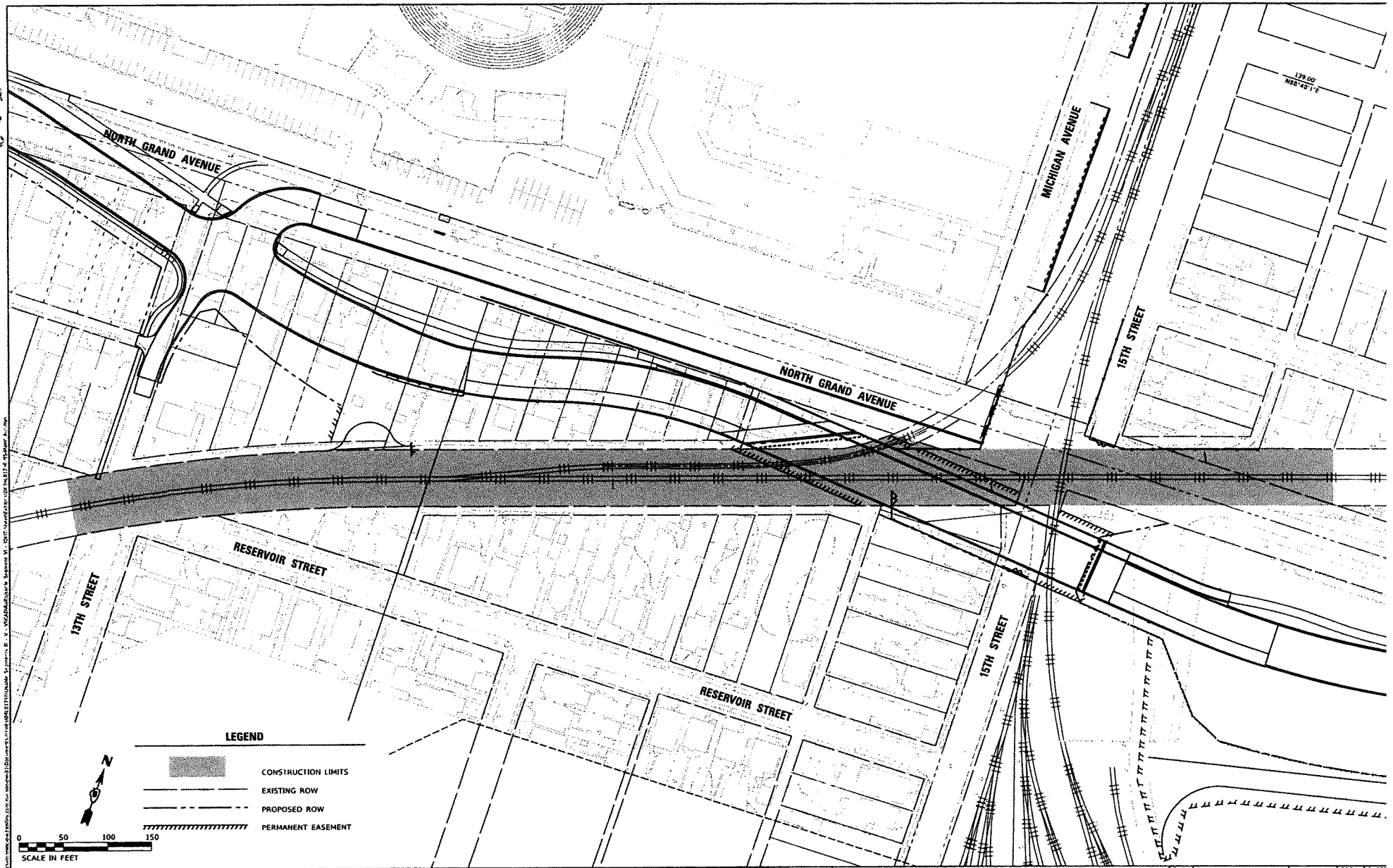
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 5

SCALE: | SHEET 5 OF 5 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	714	192
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS	FED. AID PROJECT		

Exhibit 1



HANSON

USER NAME = pop60275	DESIGNED - MNH	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 160.00 ' / in.	CHECKED - MNH	REVISED -	
PLOT DATE = 10/13/2023	DATE - 10/13/2023	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		CONTRACT NO.		
	ILLINOIS FED. AID PROJECT			

EXHIBIT

NORFOLK SOUTHERN RAILWAY COMPANY

FORCE ACCOUNT ESTIMATE

EXHIBIT 3

Project Description:	Springfield Rail Improvements Project - Usable Segment VIA
Location:	Springfield, IL
Division:	Midwest
Milepost:	DH-413.02
File:	CX1112117

2024-523

FORCE ACCOUNT ESTIMATE

Work to be Performed By:		Norfolk Southern Railway Company
For the Account of:		City of Springfield, IL
Project Description:		Proposed N. Grand Ave New Grade Separation over NS
Location:		Springfield, Sangamon Co., IL
Project No.:		N/A
Milepost:		DH-413.02
File:		BR1115474
Date:	Original	July 2, 2024

ITEM A - Preliminary Engineering			0
ITEM B - Construction Engineering			256,045
ITEM C - Administration			5,402
ITEM D - Railroad Protective Services			0
ITEM E - Communications			0
ITEM F - Signal & Electrical			1,333,487
ITEM G - Track Work			15,000
ITEM H - T-Cubed			0
	Total	$	1,609,933
	Contingency 0%	$	-
	GRAND TOTAL	**$**	**1,609,933**

ITEM A - Preliminary Engineering

(Review plans and special provisions, prepare estimates, etc.)

Labor:	0 Hours @ $60 / hour=	0
Labor Additives:		0
Travel Expenses:		0
Services by Contract Engineer:		0
	NET TOTAL - ITEM A	$ -

2024-523

Exhibit 3

ITEM B - Construction Engineering

(Coordinate Railway construction activities,
review contractor submittals, etc.)

Labor:	100 Hours @ $60 / hour=	6,000
Labor Additives:		5,032
Travel Expenses:		5,000
Services by Contract Engineer:		240,013
	NET TOTAL - ITEM B	$ 256,045

ITEM C - Administration

Agreement Construction, Review and/or Handling:		2,460
Protective Services Process/Handling Fee:		0
Miscellaneous Handling (i.e. Real Estate ValMap fee):		0
Accounting Hours (Labor):	40 Hours @ $40 / hour=	1,600
Accounting Additives:		1,342
	NET TOTAL - ITEM C	$ 5,402

ITEM D - Railroad Protective Services

(During construction on, over,
under, or adjacent to the track.)

Labor:	Protective Services	
	0 days @ 435.00 per day=	0
	(based on working 12 hours/day)	
Labor Additive:		0
Travel Expenses, Meals & Lodging:		
	0 days @ $100/day=	0
Rental Vehicle	0 months @ $950/month=	0
	NET TOTAL - ITEM D	$ -

ITEM E - Communications

Material:	0
Labor:	0
Purchase Services:	0
Subsistence:	0
Additive:	0
NET TOTAL - ITEM E	$ -

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ITEM F - Signal & Electrical

Material:		443,777
Labor:		126,702
Purchase Services:		192,918
Other:		570,089
	NET TOTAL - ITEM F	$ 1,333,487

ITEM G - Track Work

Material:		0
Labor:		15,000
Additive:		0
Purchase Services:		0
	NET TOTAL - ITEM G	$ 15,000

ITEM H - T-CUBED

Lump Sum $ -

NOTES

1. For all groups of CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance) is 235.85%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

2. For all groups of NON-CONTRACT employees, the composite labor surcharge rate used in this estimate (including insurance is 83.86%. Self Insurance - Public Liability Property Damage is estimated at 16.00%. Work will be billed at actual current audited rate in effect at the time the services are performed.

3. All applicable salvage items due the Department will be made available to it at the jobsite for its disposal.

4. The Force Account Estimate is valid for one (1) year after the date of the estimate (07/02/2024). If the work is not performed within this time frame the Railway may revise the estimate to (1) include work not previously indicated as necessary and (2) reflect changes in cost to perform the force account work.

2024-523

Norfolk Southern Corp.
Federal Aid Summary

File: CX1112117

Subject: Springfield, IL - Proposed North Grand Avenue Grade Separation (new OHB) [USVIa]

MP: DH-413.02 District: Springfield Division: Midwest

Notes: Plan calls for new bridge over IM Crossing Interlocking limits. Bridge will encroach upon NS Main IXS-VLC-PTC-GCP shelter and tower. Signal work includes relocation of 8x10 shelter and tower clear of bridge.

1. Material Purchase:	Estimated	$227,590.00
+ Stock	Estimated	$0.00
2. Sales Tax:	.0640 x 1	$14,565.76
3. Handling Material at Store:	.0500 x 1	$11,379.50
4. Transportation of Material:	.0450 x 1	$10,241.55
5. Preliminary Engineering:	Estimated	$9,400.00
6. Construction Supervision:	.2823 x 8	$40,185.41
7. Composite Labor Additive I	1.0274 x 5, 6	$50,944.05
8. Direct Labor:	Estimated	$142,350.00
9. Composite Labor Additive II	.8726 x 8	$124,214.61
10. Dept. Support Costs	.9246 x 8	$131,616.81
11. General & Administration:	.2799 x 5, 6 & 8	$53,722.72
12. Vehicles & Equipment	.5532 x 8	$78,748.02
SUB TOTAL:		$894,958.42
Contingencies:	Estimated	$87,696.58
Contract Work:	Estimated	$87,345.00
TOTAL:		$1,070,000.00
Less Credit for Material Released:		$0.00
GRAND TOTAL:		$1,070,000.00

Prepared By: exzxe
Valid Thru: December 31, 2027
Date Prepared: January 10, 2024

Note that this is a conceptual estimate completed without a comprehensive field survey. Changes in scope, unanticipated conditions, or delays in execution could increase project costs.

The material costs included are based on typical representative packages used for estimating purposes only. They can be expected to change after the engineering process. They are also subject to market conditions at the time of procurement.

2024-523

Exhibit 3

09-Jan-24

Detailed Estimate for Grade Crossing Warning Devices

City/State: SPRINGFIELD, IL
MilePost: DH-412.95
State Proj. No.:
S&E Proj. No.: 04.0907
Man Days: 48

Road: N. GRAND AVE
DOT/AAR: 479310V
County: SANGAMON
File Number: 061-04.0382

*****Purchases - Others*****		
Meals and Lodging:	$8,604.75	
Rental of Equipment:	$11,762.66	
(2 Trucks, 1 Backhoe w/ Trailer and 1 Pipe-Pusher for 8 Days)		
Construction Supervision Vehicle:	$1,799.29	
Purchases - Other Total:		$22,166.70
*****Material And Additives*****		
Material Cost:	$150,000.00	
Sales and Use Tax:	$15,000.00	
Material Handling Freight:	$15,000.00	
Material Total:		$180,000.00
*****Labor And Additives*****		
Labor Cost:	$20,256.00	
(6 man crew at $2,532.00 a day for: 8 days)		
Payroll Tax & Overheads:	$17,270.27	
Preliminary Engineering:	$17,876.88	
Construction Supervision:	$5,916.78	
Labor Total:		$61,319.93
Project Cost:		$263,486.63
Scrap / Salvage Credit:		$0.00
Project Total:		**$263,487.00**

Estimated on: 09-Jan-24

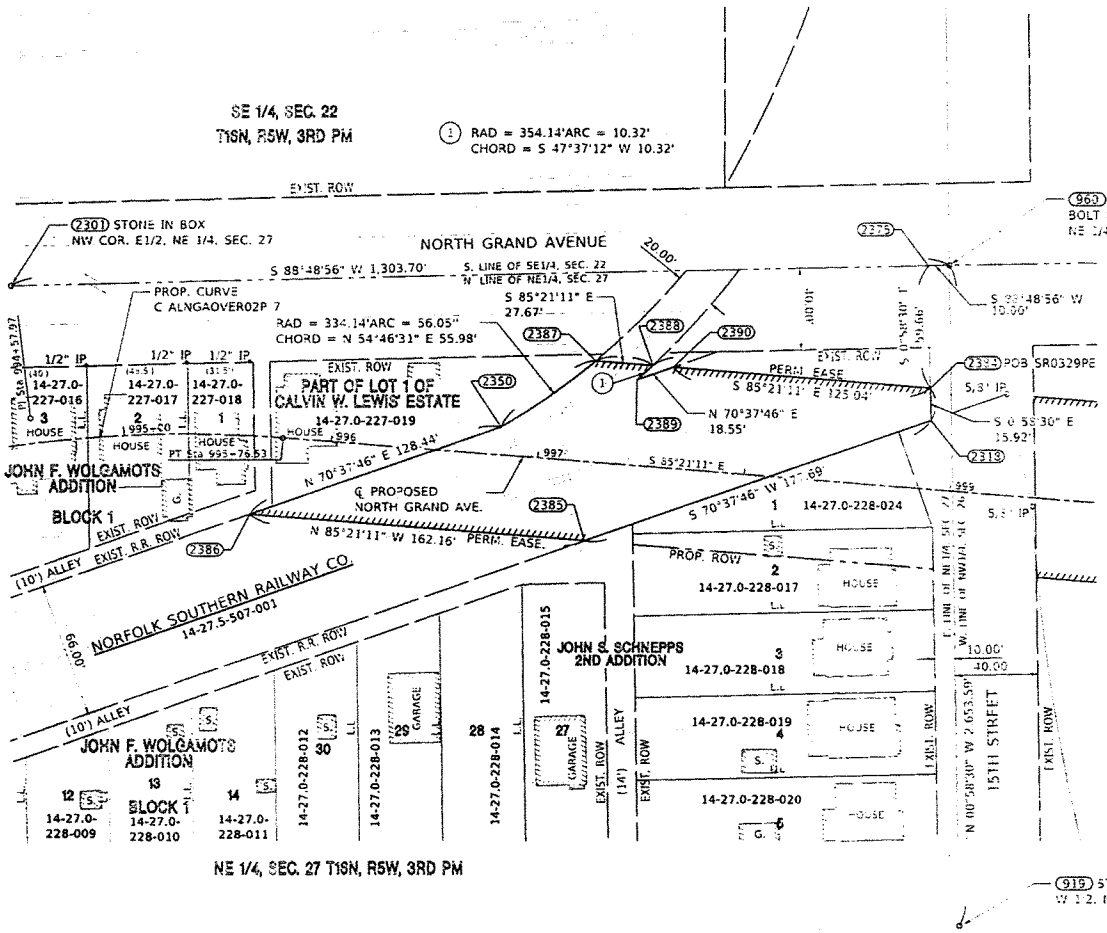
Estimated by: uegbb

Estimate valid for 1 year from date of estimate

2024-523

Exhibit 1

PART OF NE 1/4, SEC. 27, T.16N., R.5W., 3RD PM



LEGEND

80.20'(80.20')	MEASURED (RECORDED)
●	SET MONUMENT
o	FOUND MONUMENT
	EXISTING RIGHT OF WAY
	PROPERTY LINE
	PROPOSED RIGHT OF WAY
	FENCE LINE
	EDGE OF BUILDING
	EXISTING RAILROAD TRACKS

N

30 0 30 60

1"=30'

COURSE TABLE

P.O.B. AT 2384 PARCEL SR0329PE

960 TO 2375 S 88°48'56" W 10.00'
2375 TO 2384 S 00°58'30" E 59.66'
2384 TO 2318 S 00°58'30" E 15.92'
2318 TO 2385 S 70°37'46" W 177.69'
2385 TO 2386 N 85°21'11" W 162.16'
2386 TO 2350 N 70°37'46" E 128.44'
2350 TO 2387 RAD. 334.14'ARC 56.05'
LC N 54°46'31" E 55.98'
2387 TO 2388 S 85°21'11" E 27.67'
2388 TO 2389 RAD. 354.14'ARC 10.32'
LC S 47°37'12" W 10.32'
2389 TO 2390 N 70°37'46" E 18.55'
2390 TO 2384 S 85°21'11" E 125.04'

PARCEL SR0329PE

TE AREA = 14,595.83 SQ. FT. (0.335 AC.±)
OVERPASS BRIDGE CONSTRUCTION & MAINTENACE

DRAFT

CURVE DATA

PROP. CURVE C_ALNGAOVER02_7
PI STA. = 994+57.97
Δ = 22°57'23" (RT)
D = 9°32'57"
R = 600.00'
T = 121.83'
L = 240.40'
E = 12.24'
P.C. STA. = 993+35.13
P.T. STA. = 995+76.53

STATION AND OFFSET TABLE

℄ PROPOSED NORTH GRAND AVENUE
PARCEL SR0329PE

2301	985+65.52	3.72 LT
2386	995+62.73	38.43 RT
2350	996+80.93	13.69 LT
2387	997+23.90	49.58 LT
2385	997+25.77	38.58 RT
2389	997+44.53	42.03 LT
2388	997+51.57	49.58 LT
2390	997+61.47	49.58 LT
2384	998+86.51	49.58 LT
2318	998+88.07	33.74 LT
2305	998+90.62	109.97 LT
919	1001+23.25	2,531.06 RT

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE (NAD 83 (HPGN))
4. FIELD WORK WAS COMPLETED IN JUNE 2022
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C0108 DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY
6. SURVEY BASED ON STATION MAP LANDS, TRACKS AND STRUCTURES (WABASH RAILROAD MAIN LINE SPRINGFIELD DIVISION; SHEET 7-ILLA/S10

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, RONALD L. TRADER JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE _____

PROFESSIONAL LAND SURVEYOR NO. 035-003305
LICENSE EXPIRES NOVEMBER 30, 2022
COMPANY LICENSE NO. 184-001084

RONALD L. TRADER JR. 035-003305 SPRINGFIELD ILLINOIS STATE OF ILLINOIS

EXHIBIT 4

PARCEL SR0329PE
NORFOLK SOUTHERN RAILWAY CO.

Work No. 0N 01398
Drawing D:\0501398\1-SHT-PARCEL-329.dgn
Date 7/29/2022

DESIGNED	RLT	06/17/22
DRAWN	RLT	07/29/22
REVIEWED	TAD	07/29/22

HANSON

Hanson Professional Services Inc.
1525 S. Sixth Street, Springfield, Illinois 62703-2866
Springfield, Illinois 62703-2866
Offices Nationwide

PLAT OF RIGHT OF WAY
PARCEL SR0329PE

RAILROAD IMPROVEMENT PROJECT
SECTION 19-00488-00-BR
SPRINGFIELD ILLINOIS

NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

1 of 1 sheets

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CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS File: _____
NS Billing Number: _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities in the vicinity of Company milepost

_____
(the "Premises") for the sole purpose of _____

_____
, on behalf of _____
(the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

(i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;

(ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;

(iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.

(iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";

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(v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

(vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;

(vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;

(viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;

(ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;

(x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and

(xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

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As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By_____

Print Name: _____

Title _____

Date _____, 20_____

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E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Improvements Engineer or Engineer Planning, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as "Construction Engineering Representative".

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as "Railroad Representative".

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as "Contractor Protective Services".

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as "Special Provisions".

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

2024-523

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.

4. Obtained Contractor Protective Services as required by Section 8 herein.

5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.

6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.

7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:

1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.

2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

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3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations

B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

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5. TRACK CLEARANCES:

   A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

      1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

      2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

      3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

      4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

   A. General:

      1. Construction work and operations by the Contractor on Railroad property shall be:

         a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

         b. In accordance with the Railroad's written outline of specific conditions.

         c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

         d. In accordance with these Special Provisions.

      2. Submittal Requirements

         a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.

         b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

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c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Girder Shop Drawings including welding/fabrication procedures
(2) Bearing Shop Drawings and Material Certifications
(3) Shop Drawings for drainage, handrails/fencing, and expansion dams
(4) Concrete Mix Design
(5) Structural Steel, Rebar, and/or Strand Certifications
(6) 28-day Cylinder Test for Concrete Strength
(7) Waterproofing Material Certification
(8) Dampproofing materials
(9) Test Reports for all steel
(10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

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h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.

3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.

4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern' s Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

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5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.

6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

   a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
   b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
   c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern' s Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General

   a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

   b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

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c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.

d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.

e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.

f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

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(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.

c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.

d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

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4. Vertical Demolition Debris Shield

    a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

    a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.

    c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

    d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.

    e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.

    f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern' s Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

    a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

        (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

        (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

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(3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

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2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

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L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.

2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.

3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.

5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

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9. HAUL ACROSS RAILROAD TRACK:

   A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.

   B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

   A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

   B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

   A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

   B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

   A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/ or FRA standards.

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13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern' s standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No person is allowed to cross tracks without specific authorization from the Contactor Protective Services.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contactor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

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H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.

I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than $5,000,000 for each occurrence with a general aggregate limit of not less than $5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

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2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.

3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.

4. Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 policy limit for disease, and $1,000,000 each employee for disease.

5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.

6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.

7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.

9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

11. Any deductibles or retentions in excess of $50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

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12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.

13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.

B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

   The standards for the Railroad Protective Liability Insurance are as follows:

   a. The insurer must be rated A- or better by A.M. Best Company, Inc.

   b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
      (1) CG 00 35 01 96 and CG 28 31 10 93; or
      (2) CG 00 35 07 98 and CG 28 31 07 98; or
      (3) CG 00 35 10 01; or
      (4) CG 00 35 12 04; or
      (5) CG 00 35 12 07; or
      (6) CG 00 35 04 13.

   c. The named insured shall read:

      Norfolk Southern Corporation and its subsidiaries and affiliates
      650 West Peachtree Street NW – Box 46
      Atlanta, GA 30308
      Attn: Risk Manager

      (NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

   d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

   e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

   f. The name and address of the prime Contractor must appear on the Declarations.

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g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

(1) Physical Damage to Property Amendment
(2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:
(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:
Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

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E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

   For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

   Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:

   a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.

   b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

   1. The Railroad Engineer may require that the Contractor vacate Railroad property.

   2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

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18. PROJECT INFORMATION

A. Date: _____
B. NS File No.: _____
C. NS Milepost: _____
D. Sponsor's Project No. _____

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ASSURANCES AND CERTIFICATIONS RELATED TO CITY'S FEDERAL GRANT

Contractor agrees to comply (and require any subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FRA's access to records, accounts, documents, information, facilities, and staff. Contractor must comply with any program or compliance reviews, and/or complaint investigations conducted by the FRA. Contractor must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, contractor must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FRA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Potentially Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement , the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants under this agreement, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this contract shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"Covered Transaction" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"Felony Conviction" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"Participant" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"Tax Delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

[END OF ASSURANCES AND CERTIFICATIONS]

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-70
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Construction Agreement
FISCAL IMPACT: $ 1,650,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE NORFOLK SOUTHERN RAILWAY COMPANY FOR USABLE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Contract

CONTRACTOR / VENDOR NAME: Norfolk Southern Railway Company
VENDOR NO:

CONTRACT TERM: Completion
CONTRACT #
Change in Scope Yes [ ] No [X]

CONTRACT AMOUNT: $1,650,000.00 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	USVI	2307	$ 1,650,000.00
2						
3						
4						

FUNDS CHECK BY: Date: 12 Dec 2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 5 DEC 24
CITY PURCHASING AGENT: J Michael Tomb Date: 12-6-24

COMMENTS

This ordinance is for approval of an agreement to reimburse Norfolk Southern Railway Company (NS) for their costs and allow City's contractor to work on NS property. The agreement is for public purposes, specifically associated with Usable Segment VIA of the Springfield Rail Improvements Project. Costs will be reimbursed by a federal RAISE grant.

SIGN OFF:

(Mayor's Signature) CBM

(Director of OBM)

2024-523

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND NORFOLK SOUTHERN RAILWAY COMPANY FOR USBALE SEGMENT VIB OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield, the Illinois Department of Transportation ("IDOT") and the Norfolk Southern Railway Company desire to enter into an agreement to reimburse Norfolk Southern Railway Company for their costs and allow the City's contractor to work on Norfolk Southern Railway Company's property; and

WHEREAS, this agreement is for public purposes, specifically associated with Usable Segment VIB of the Springfield Rail Improvements Project; and

WHEREAS, costs will be fully reimbursed by a the federal Consolidated Rail Infrastructure and Safety Improvements ("CRISI") grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement between the City of Springfield, IDOT and the Norfolk Southern Railway Company for Usable Segment VIB of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Norfolk Southern Railway Company in an amount not to exceed $500,000.00 from account number 041-110-GAST-USVI-2307 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED:_____**, 2024**

RECORDED:_____**, 2024**

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2024**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: Nathan Bottom
Office of Public Works

FROM: Mike Lesko, Purchasing Agent

DATE: December 6, 2024

SUBJECT: Exemption from Competitive Bidding Determination

I have reviewed the Ordinance Fact Sheet with Norfolk Southern Railway Co., for an agreement to reimburse Norfolk Southern (NS) for work related to the Springfield Rail Relocation Project for the Office of Public Works.

Costs to be reimbursed by a federal CRISI Grant.

In accordance with the requirements of Section 38.38(a) and Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-524

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT" made and entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT," City of Springfield, Illinois hereinafter referred to as the "CITY" and Norfolk Southern Railway Company, hereinafter referred to as the "COMPANY" collectively referred to as the "PARTIES" and individually referred to as a "PARTY."

WITNESSETH:

WHEREAS, the CITY proposes to construct Usable Segment VIB of the Springfield Rail Improvements Project. The proposed construction includes (1) relocating the Union Pacific Railroad's Springfield railroad operations to the 10th Street rail corridor; (2) reconstructing the grade crossing at Enos Avenue (AAR/DOT #479332P, railroad MP DH413.70), to a pedestrian only crossing by replacing the grade-crossing sidewalks and installing pedestrian escape routes. The at-grade crossing will remain closed until new railroad warning devices (automatic flashing lights, bells and crossing gates) are installed at a later date under a separate agreement; (3) reconstructing the pedestrian only grade crossing at East Monroe Street (AAR/DOT #479331N, MP DH414.40) by installing new pedestrian escape routes. New railroad warning device (automatic flashing lights, bells, and crossing gate) will be installed at a later date under a separate agreement, ; (4) reconstructing the grade crossing at East Washington Street (AAR DOT #479329M, MP DH414.25) and Capitol Avenue (AAR DOT #479332V, MP DH414.48) by installing new pedestrian escape routes. Relocated railroad warning devices (automatic flashing lights, bells and crossing gates) interconnected with the highway traffic signals at the intersections of 9th and 11th Streets will be installed at a later date under a separate agreement, (5) constructing grading and

subballast for the anticipated reconstruction of the existing Iles Control Point at MP DH416.51 to DH416.76.(6) installing fencing hereinafter referred to as the "PROJECT;" and

WHEREAS, the DEPARTMENT has agreed to advertise, let and award the contract(s) for the PROJECT; and

WHEREAS, the PARTIES will construct the PROJECT between MP DH413.40 and MP DH416.88 as shown on Exhibit 1A attached hereto and made a part thereof; and

WHEREAS, the COMPANY is willing to permit the DEPARTMENT's contractor(s) to enter upon the COMPANY's right of way hereinafter referred to as "PREMISES" for construction and maintenance of the PROJECT upon the terms and conditions of this AGREEMENT, and in accordance with the limits of construction shown on Exhibit 2 attached hereto and made a part hereof.

WHEREAS, the COMPANY is willing, at no expense to the COMPANY, to make modifications to the COMPANY's facilities required to accomplish the PROJECT in accordance with the force account estimate attached as Exhibit 3 and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and in further consideration of the following, the PARTIES hereto agree as follows:

SECTION 1. (*Plan Preparation*) The preliminary plans, detailed plans and specifications for the PROJECT shall be prepared by or for the CITY at CITY's expense, and all such plans and specifications affecting the interests of the COMPANY

shall be subject to approval by the COMPANY's authorized representative and the DEPARTMENT.

SECTION 2. (*Force Account Cost Estimate*) The estimates of cost for on-site representative services, protective services and administration have been prepared by the COMPANY at the expense of the CITY, and have been approved by an authorized representative of the CITY. The estimates are included in Exhibit 3 hereto and may be modified by mutual consent of the PARTIES upon changes in work scope.

SECTION 3. (*Changes to Plans and Specifications*) No changes shall be made on the portions of the approved plans and specifications covered by this AGREEMENT by each PARTY hereto without the consent in writing of every PARTY.

SECTION 4. (*Scope of Work*) The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans and specifications, the following items of work:

A. WORK BY THE DEPARTMENT. The DEPARTMENT shall furnish or cause to be furnished all the labor, materials and work equipment required to perform and complete the following in accordance with the approved plans.

1. The DEPARTMENT or its contractor shall construct the following:

(1) Reconstruct the grade crossing at Enos Avenue (AAR/DOT #479332P, railroad MP DH413.70), to a pedestrian only crossing by replacing the grade-crossing sidewalks, and installing pedestrian escape routes as shown in Exhibit 1B attached hereto and made a part hereof. The pedestrian crossing shall remain closed until railroad warning devices are installed.

(2) Install new pedestrian escape routes for the pedestrian only grade crossing at East Monroe Street (AAR/DOT #479331N, MP DH414.40) as shown in Exhibit 1B attached hereto and made a part hereof.

(3) Install new pedestrian escape routes for the grade crossing at East Washington Street (AAR DOT #479329M, MP DH414.25) and Capitol Avenue (AAR DOT #479332V, MP DH414.48) as shown in Exhibit 1B attached hereto and made a part hereof.

(4) Construct drainage items, grading and sub-ballast necessary for the reconstruction of the Iles Control Point and for extending the existing siding into Iles control point as shown in Exhibit 1A attached hereto and made a part hereof.

(5) Construct fencing as shown in Exhibit 1D attached hereto and made a part hereof.

2. The DEPARTMENT agrees that it will require its contractor to furnish and maintain qualified protective services equipped to operate around COMPANY operations to protect the DEPARTMENT, or its contractor, when construction activities are taking place on or adjacent to the COMPANY property and/or has the potential to foul the COMPANY's tracks or operations. All expenses for the qualified protective services shall be borne by the DEPARTMENT. Prior to use, COMPANY has the right to ensure the qualified protective services used is properly equipped to provide services around COMPANY operations to ensure safety.

3.

Incidental work necessary to complete the item(s) hereinabove specified.

The DEPARTMENT shall award its work to a competent and experienced contractor(s) who has (have) adequate equipment, organization, training, and finances, and the CITY and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the CITY and COMPANY's interests.

Per the Alternative Federal-State procedure in 23 C.F.R. § 646.220, the DEPARTMENT will certify that the construction work at the job site is complete, acceptable, and in accordance with the terms of this AGREEMENT. A representative of the DEPARTMENT shall be present at the job site during construction to observe the work.

B. WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the CITY, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter l, Subchapter B, Part 140, Subpart l, (23 C.F.R. 140 J) and supplements, as well as Chapter l, Subchapter G, Part 646 (23 C.F.R. 646) and supplements, all the labor, materials and work equipment required to perform and complete the following:

1. On site COMPANY representative services as set forth in the force account estimate in Exhibit 3.

2. Incidental work necessary to complete the item(s) hereinabove specified, including but not limited to, attendance at project meetings (such as the pre-construction conference described in Section 6) document and agreement preparation, and applicable record development and production.

The estimated cost of COMPANY's work as to construction and set forth above is $400,000 plus a contingency of $100,000 for a total of $500,000 as shown on the detailed estimates in Exhibit 3, attached hereto and made a part hereof.

SECTION 5. (*Project Specifications*) The DEPARTMENT shall require its contractor(s) to perform his/her (their) work in accordance with the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022, the "Supplemental Specifications and Recurring Special Provisions" in effect on the date of invitation for bids and the PROJECT specifications as so approved in accordance with Section 1 and the Special Provisions as defined in Section 20.

SECTION 6. (*Pre-construction Conference*) Subsequent to the award of any contract(s), and before any work is started on this PROJECT, a conference shall be held between the representatives of the DEPARTMENT, the CITY, the COMPANY, and the DEPARTMENT's contractor(s), at a place designated by the DEPARTMENT's representative and at a time mutually agreeable to all PARTIES, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted. The DEPARTMENT, CITY and COMPANY will work in good faith to complete the construction of the PROJECT.

SECTION 7. (*Right of Way Entry Limits*) Subject to the provisions of Section 15, the DEPARTMENT shall prohibit its contractor from entering upon or utilizing any of the COMPANY's property or right of way beyond the limits shown on Exhibit 2 attached hereto and made a part hereof for the purpose of constructing the PROJECT. Within the limits shown on Exhibit 2 attached hereto and made a part hereof, the DEPARTMENT shall require its contractor(s), before entering for the performance of any construction work or work preparatory thereto for the PROJECT, to notify the

authorized representative of the COMPANY and to comply with the COMPANY's recommendations and requirements relative to railroad clearances, operations, and general safety guidelines and requirements of Section 14 and 20.

SECTION 8. (*Ownership and Maintenance*) The COMPANY will not be responsible for maintenance of components to be maintained by the CITY or the DEPARTMENT. For the reconstructed grade crossings at MP DH413.70, MP DH414.25, MP DH414.40 and MP DH414.48 the CITY will own and maintain the streets, sidewalks and storm sewers while the COMPANY will own and maintain their track and crossing surfaces within two feet of the rail. The COMPANY will own and maintain the rail corridor fencing on its property and easements.

SECTION 9. (*Cost Records and Billing*) The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it or for its account in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section 4 hereof, may bill the CITY monthly for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its force account estimate work, shall within ninety (90) days render to the CITY a detailed statement of the actual cost and expense as incurred by it or for its account in accordance with the applicable Federal principles and based on the full costs plus approved additives. In particular, CITY agrees to reimburse costs and expenses, including without limitation labor surcharges, insurance, department support costs, vehicles and equipment, and fixed general and administrative, using the most current additive rates as audited and approved by the

Federal Highway Administration, in accordance with applicable provisions of the Federal-Aid Policy Guide, 23 C.F.R. Part 140 Subpart I. After the CITY's representatives have checked the progressive invoices or the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the CITY shall make such payments to the COMPANY within sixty (60) days of receipt of the invoices.

The COMPANY shall maintain, for a minimum of 3 years after the completion of this AGREEMENT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the Auditor General and other DEPARTMENT and Federal auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other DEPARTMENT or Federal auditors 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 CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or DEPARTMENT representatives have audited the expenses as incurred by the COMPANY under this AGREEMENT, including such amounts as may have been suspended from any previous payment, the CITY shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or DEPARTMENT representatives as not being eligible for reimbursement. If the total of the item(s) of

expense as may be found by the Federal or DEPARTMENT representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the CITY for the overpayment.

SECTION 10. *(COMPANY cost) There is no COMPANY cost under this agreement.*

SECTION 11. (*Subject to Federal Regulations*) The PROJECT shall be subject to all currently applicable Federal laws, rules, regulations, orders, and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work, and procedure in general. The CITY will reimburse the COMPANY as hereinbefore provided for only such items of work and expense and in such amounts and forms as are proper and eligible for payment.

SECTION 12. (*Non-discrimination*) It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. Part 26 apply to this AGREEMENT. The DEPARTMENT agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY agrees to take all necessary and reasonable steps to ensure that

disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT.

The COMPANY, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. In the event any of COMPANY's work is performed by other than COMPANY forces, the COMPANY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. The DEPARTMENT shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. Failure by either the COMPANY or the DEPARTMENT 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 deemed appropriate.

In the event any of COMPANY's work is performed by other than COMPANY forces, the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, shall apply. Pursuant to 820 ILCS 130/4, COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the DEPARTMENT's official website." The PARTIES agree to comply with applicable prevailing wage requirements in their award and administration of this AGREEMENT.

SECTION 13. (*Termination by the DEPARTMENT or CITY*) In the event that delays or difficulties arise in securing Federal approval, in acquiring rights of way, in settling damages or damage claims, or for any other cause that in the opinion of the DEPARTMENT or CITY render it impracticable to proceed with the construction of the PROJECT, then at any time before actual construction is started, the DEPARTMENT or CITY may serve formal notice of cancellation upon the COMPANY and this AGREEMENT shall thereupon become null and void after all costs incurred

by the COMPANY prior to the DEPARTMENT's formal notice have been reimbursed by the CITY (provided that any sums paid to COMPANY for any property interests previously conveyed to CITY by COMPANY shall not be refunded or modified).

Funding obligations assumed by the DEPARTMENT under this AGREEMENT and the CITY's payment obligations to the COMPANY under this AGREEMENT shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Railroad Administration or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the construction of the PROJECT. In the event of such failure to obtain appropriate funding to satisfy CITY's payment obligations under this AGREEMENT, COMPANY may terminate this AGREEMENT in accordance with Section 13.

SECTION 14. (*Right of Entry*) The COMPANY, insofar as its rights, title, and interest enables it to do and subject to its rights to operate and maintain its railway and railway appurtenances along, in, and over its right-of-way, grants the DEPARTMENT, the CITY and the CITY's construction observation consultant, without compensation, the right to enter upon the premises, for the purpose of construction of the PROJECT, provided that, prior to entry upon lands of the COMPANY, DEPARTMENT, CITY and/or any contractor of the DEPARTMENT or CITY must execute and deliver to COMPANY a construction right-of-entry agreement as provided in Exhibit 5 attached hereto and made a part hereof together with certificate(s) of insurance required therein.

SECTION 15. (*Use and Condition of the PREMISES*) The PREMISES shall be used by the DEPARTMENT and CITY only for the construction and maintenance of the PROJECT and for no other purpose without the prior written consent of the

COMPANY, which consent may be withheld by the Company in its sole discretion. The DEPARTMENT and CITY accepts the PREMISES in its current "as is" condition, as suited for the construction and maintenance of the PROJECT and without the benefit of any improvements to be constructed by the COMPANY except insofar as contemplated by Section 4(B) of this AGREEMENT.

SECTION 16. (*Construction*) The PARTIES shall construct, the PROJECT at no expense to the COMPANY and in such a manner as will not interfere with the operations of the COMPANY (except as approved by the COMPANY) or endanger persons or property of the COMPANY, and in accordance with the plans and specifications approved by the COMPANY in accordance with Section 1 and Section 5 of this AGREEMENT.

SECTION 17. (*Environmental Matters*) The DEPARTMENT and/or CITY assume all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the construction on, and maintenance of, the PREMISES and/or to any contamination of any property, water, air or groundwater arising or resulting from the CITY and DEPARTMENT's permitted operations or uses of the COMPANY's property pursuant to this AGREEMENT. In addition, the CITY and/or DEPARTMENT shall obtain any necessary permits to construct and maintain the PROJECT.

SECTION 18. (CITY's Indemnification for Railway) The CITY hereby agrees to be responsible for and to indemnify, release and save harmless the COMPANY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever that arises in any manner

from the construction, maintenance, or presence of the PROJECT regardless of cause, and whether caused directly or indirectly by the negligence of COMPANY, its officers, agents, or employees, or otherwise; provided, however, that if, under the law applicable to enforcement of this AGREEMENT, the agreement to indemnify against the indemnified party's own negligence is invalid, then in that event the COUNTY's obligation to indemnify the COMPANY, its officers, agents and employees under this Section shall be reduced in proportion to the negligence of COMPANY, if any, that proximately and directly contributed to such personal injury or property damage.

SECTION 19. (*Insurance*) Without limiting in any manner the liabilities and obligations assumed by the DEPARTMENT under any other provision of this AGREEMENT, and as additional protection to the COMPANY, the DEPARTMENT shall require its contractor to procure and maintain, in a form and with insurance companies satisfactory to COMPANY, the following insurance policies: the insurance policies specified in the Special Provisions, as those Special Provisions are described in Section 20 of this AGREEMENT, including without limitation:

A. A Commercial General Liability Insurance Policy having a combined single limit of not less than $2,000,000 per occurrence for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name the COMPANY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and

B. A single Railroad Protective Liability Insurance Policy naming the COMPANY, shall be carried in limits of $5,000,000 combined single limit

per occurrence for bodily injury liability and property damage liability with an aggregate limit $10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide. Chapter 1, Subchapter G. Part 646, Subpart A, 23 C.F.R. 646A.

SECTION 20. (*Railway Support*) The COMPANY shall furnish, at the COMPANY's option and at the sole expense of the CITY, labor and materials necessary, in the COMPANY's sole judgment, to support its tracks during the construction, maintenance, repair or removal of the PROJECT.

SECTION 21. (*Special Provisions for Protection of Railway Interests*) In connection with the construction and maintenance of the PROJECT, it is agreed that the safety of people and the safety and continuity of the COMPANY's rail operations shall be of first importance. The DEPARTMENT and CITY shall require its employees, agents, contractors, and invitees to utilize and comply with the COMPANY's directives in this regard and shall require its contractor(s) to comply with all COMPANY Special Provisions for Protection of Railway Interests, ("Special Provisions"), attached hereto as Exhibit 6 and incorporated herein by reference, or any subsequent amendment or replacement thereof. . As used in the COMPANY Special Provisions, the DEPATMENT is the "Contractor" should the DEPARTMENT enter onto the PREMISES to perform any work contemplated by this AGREEMENT. To ensure such compliance, the DEPARTMENT shall assign a project manager to function as a single point-of-contact for the DEPARTMENT. Said project manager is referred to as the "Sponsor's Engineer" in Exhibit 6 attached hereto and made a part hereof.

SECTION 22. (*Safety of Railway Operations*) If the COMPANY becomes aware of any safety violations committed by the DEPARTMENT, CITY its employees,

agents, contractors, the COMPANY shall so notify the DEPARTMENT and CITY. The DEPARTMENT and CITY shall promptly correct such violation. In the event of an emergency threatening immediate danger to persons or property, the COMPANY may take corrective actions and shall notify the DEPARTMENT and CITY promptly thereafter. The CITY shall reimburse the COMPANY for actual costs incurred in taking such emergency measures. The COMPANY assumes no additional responsibility for safety on the PREMISES for the DEPARTMENT and CITY, and its employees, agents/ or contractors by taking these corrective actions, and the DEPARTMENT and CITY and its agents/contractors shall retain full responsibility for such safety violations.

SECTION 23. (*Corrective Measures*) If the DEPARTMENT or CITY fails to take any reasonable corrective measures requested by the COMPANY in a timely manner, or if an emergency situation is presented which, in the COMPANY's judgment, requires immediate repairs, the COMPANY, at the CITY's expense, may undertake such corrective measures or repairs as the COMPANY deems necessary or desirable.

SECTION 24. (*Miscellaneous*) All exhibits, attachments, riders and addenda referred to in this AGREEMENT are incorporated into this AGREEMENT and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this AGREEMENT. Each covenant of the COMPANY and the DEPARTMENT and the CITY under this AGREEMENT is independent of each other covenant under this AGREEMENT. No default in performance of any covenant by a PARTY shall excuse the other PARTY from the performance of any other covenant.

SECTION 25. (*Notice to PARTIES*) Whenever any notice, statement or other communication is required under this AGREEMENT; it shall be sent to the contact

below except as otherwise provided in this AGREEMENT unless otherwise specifically advised.

As to the DEPARTMENT
Illinois Department of Transportation
Jeffrey Myers, Region Four Engineer
Attn: Implementation Engineer
126 East Ash Street
Springfield, IL 62704

As to the CITY:
City of Springfield
Attn: Nathan Bottom
Chief City Engineer
300 S. Seventh St., Room 203
Springfield. IL 62701

As to COMPANY:

Norfolk Southern Railway Company
c/o Norfolk Southern Corporation
Attn: System Engineer Public Projects
650 W. Peachtree St. NW – Box 45
Atlanta, GA 30308

Each PARTY may, by notice in writing, direct that future notices or demands be sent to a different contact name or address. All notices hereunder shall be deemed given upon receipt (or, if rejected. upon rejection).

SECTION 26. (*Severability*) The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the validity or the remaining sections, subsections, clauses or provisions of this AGREEMENT.

SECTION 27. (*No Third Party Beneficiary*) This AGREEMENT shall be for the benefit of the PARTIES only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this AGREEMENT, except the COMPANY, the DEPARTMENT and the CITY, and their respective successors and assigns.

SECTION 28. (*Force Majeure*) The PARTIES agree to pursue the completion of the construction of the PROJECT in accordance with the requirements of this AGREEMENT. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this AGREEMENT. In no event shall Force Majeure events excuse the CITY or DEPARTMENT from its obligation to make payment to the COMPANY in accordance with this AGREEMENT. Further, the PARTIES agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected PARTY. If any PARTY is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said PARTY, then said PARTY will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this AGREEMENT, Force Majeure events are defined as circumstances beyond a PARTY's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies (beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

SECTION 29. (*Amendment: Entire AGREEMENT*) This AGREEMENT may be amended only in writing executed by authorized representatives of the PARTIES hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the PARTIES. The provisions hereof constitute the entire AGREEMENT between the PARTIES and supersede any verbal statement, representations, or warranties. stated or implied.

SECTION 30. (*Independent Contractors*) The PARTIES agree that the DEPARTMENT or CITY and its agents and/or contractors, shall not be deemed either

agents or independent contractors of the COMPANY. Except as otherwise provided by this AGREEMENT, the COMPANY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by the DEPARTMENT or CITY or its contractors.

Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of the COMPANY to temporarily prohibit the DEPARTMENT, CITY, its agents, and/or contractors, or persons not associated with the DEPARTMENT or CITY from entering COMPANY property, or to require the removal of any person from COMPANY property, if the COMPANY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the PROJECT exist.

SECTION 31. (*Meaning of "COMPANY"*) The word "COMPANY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by COMPANY. Said term also shall include COMPANY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of the COMPANY and their respective officers, directors, agents, and employees.

SECTION 32. (*CITY Utility Adjustments*) The COMPANY shall allow the CITY, at no cost to the CITY, to access COMPANY right of way consistent with the provisions of SECTION 7 (*Right of Way Entry Limits*), SECTION 14 (*Right of Entry*), and SECTION 15 (*Use and Condition of the Premises*) for the purposes of CITY utility adjustments required by the PROJECT. Such utility adjustments shall be performed by the CITY at no expense to the COMPANY. The CITY shall submit application to the COMPANY and pay the required application fee for any CITY owned utility crossings of COMPANY property necessary to replace existing utility crossings. After review and

approval of the application, the COMPANY shall grant, at no cost to the CITY, any necessary permits or licenses for the CITY to own, operate, and maintain the utilities.

SECTION 33. *(Certain Easement and Property Transfers)* The CITY and COMPANY have executed the Contract for Purchase, Sale and Exchange of Real Property which is attached as Exhibit 4 attached here to and made a part hereof.

SECTION 34. *(Assignment and Successors)* This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 35. *(Additional Federal Requirements)* Since portions of the Springfield Rail Improvements Project are funded by federal grants, the FRA and this AGREEMENT requires that all contractors, including the COMPANY, adhere to the applicable requirements contained in Exhibit 7.

SECTION 36. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered as an original by their duly authorized officials as of the dates below indicated.

Illinois Department of Transportation

By_____

Title:_____

Date:_____

City of Springfield, Illinois

By_____

Title:_____

Date:_____

Norfolk Southern Railway Company

By_____

Title:_____

Date:_____

2024-534

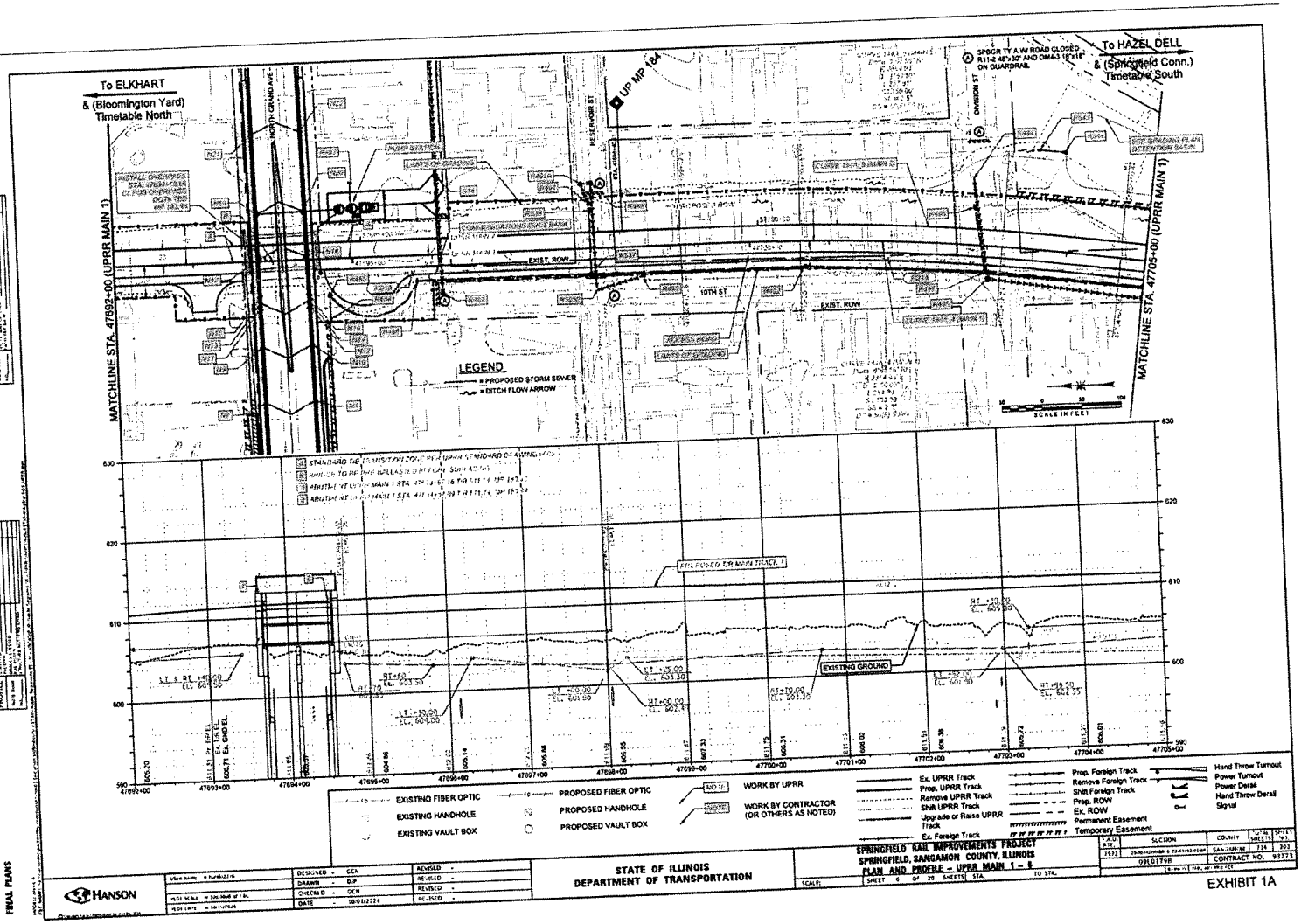


EXHIBIT 1A

2024-524

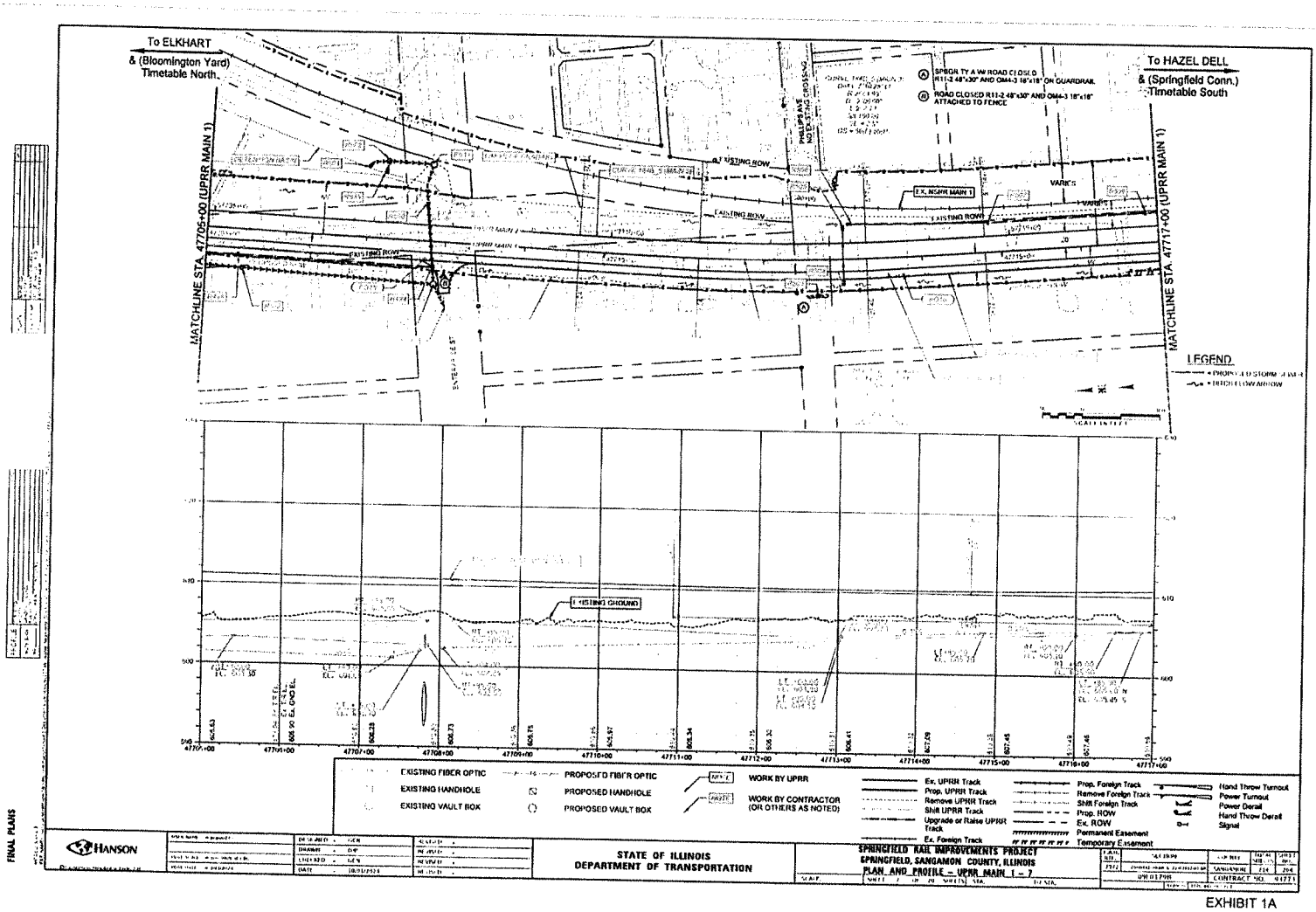
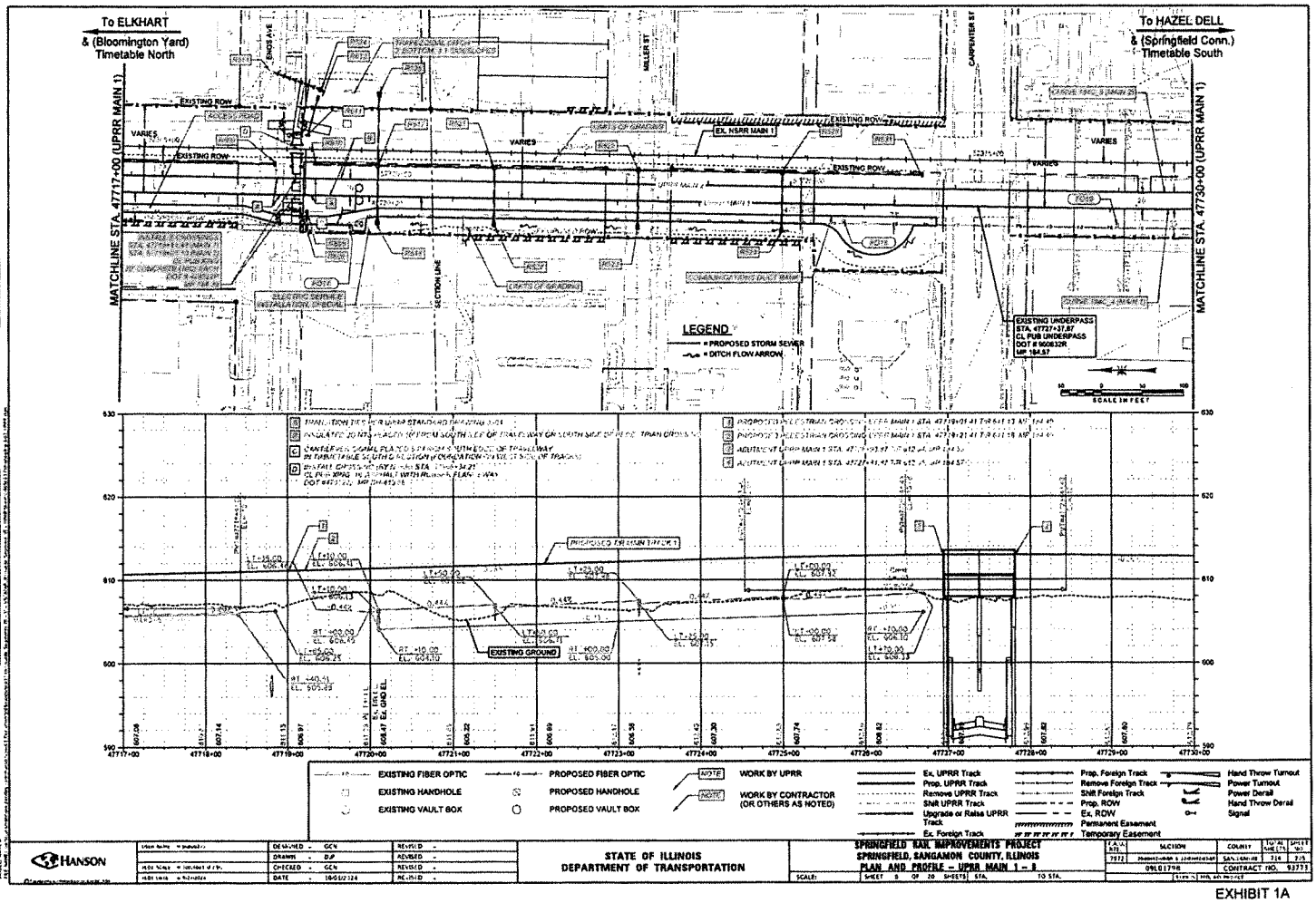


EXHIBIT 1A

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN AND PROFILE – UPRR MAIN 1 – 8

DESIGNED - GCN
DRAWN - DJP
CHECKED - GCN
DATE - 10/01/2024
REVISED -

SCALE:
SHEET 8 OF 20 SHEETS STA. TO STA.

F.A.U. RTE. 7372 | SECTION 09L01798 | COUNTY SANGAMON | TOTAL SHEETS 20 | SHEET NO. 7/8 | CONTRACT NO. 93773

FINAL PLANS

EXHIBIT 1A

2024-524

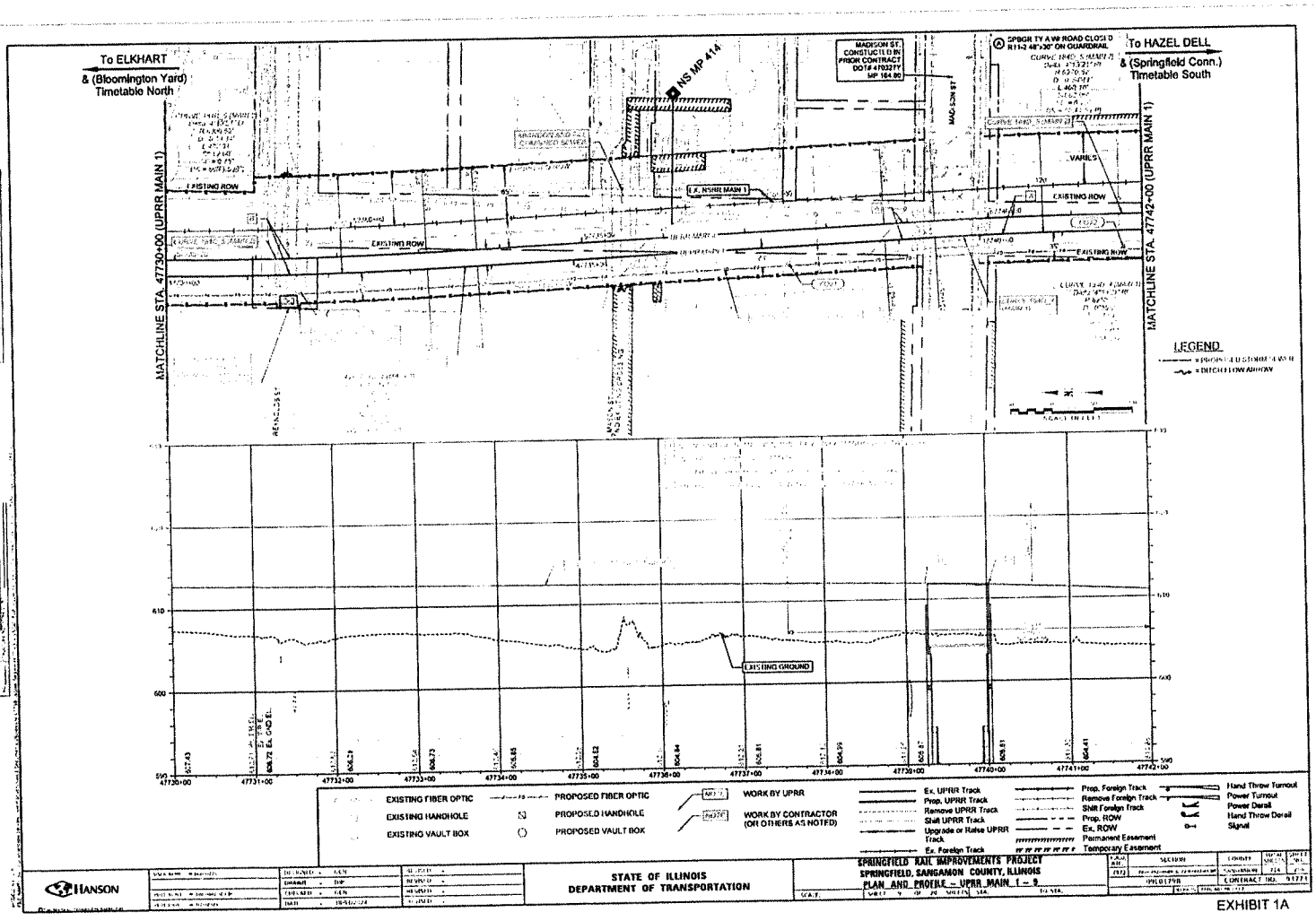


EXHIBIT 1A

2024-524

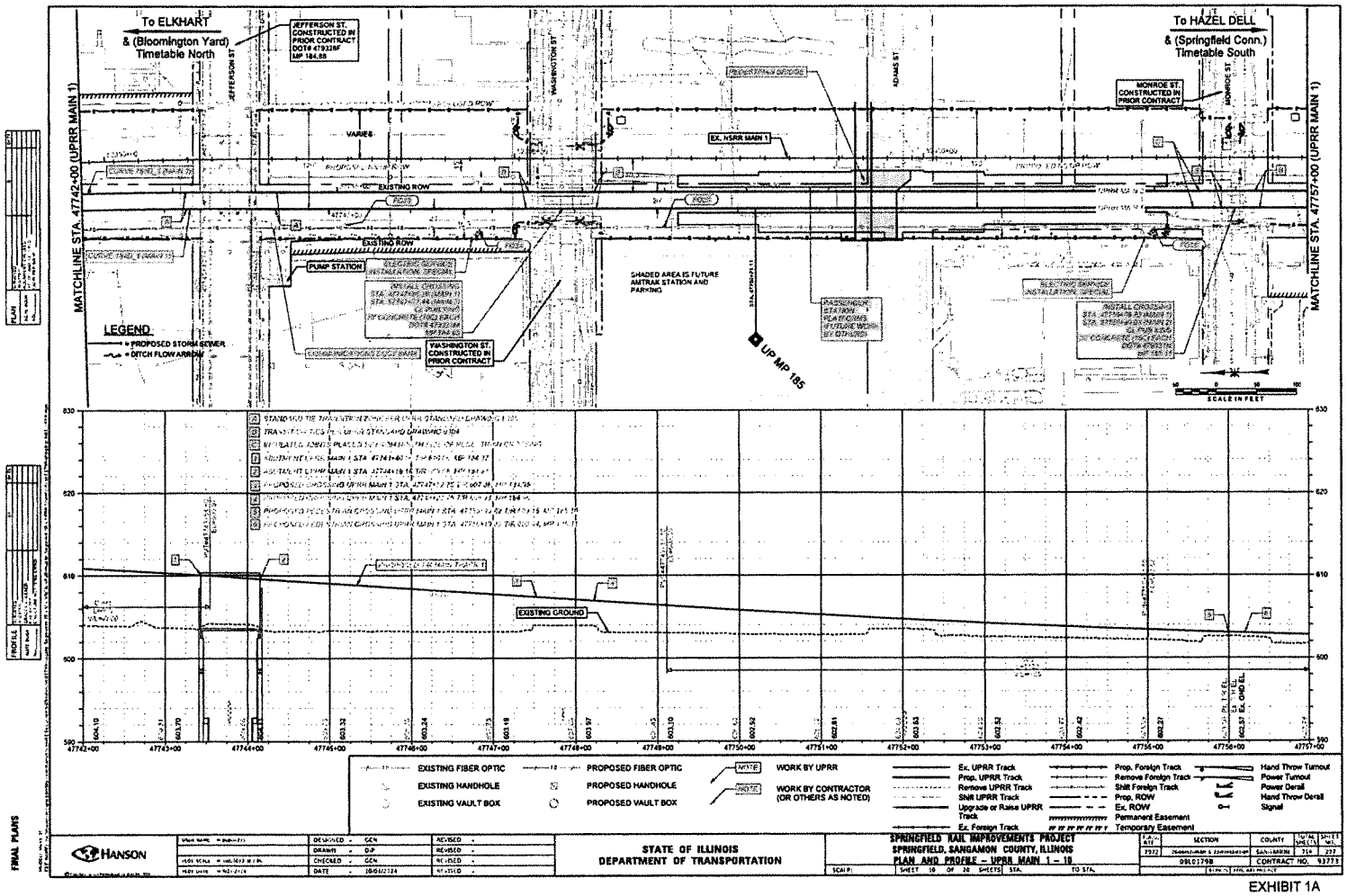


EXHIBIT 1A

2024-524

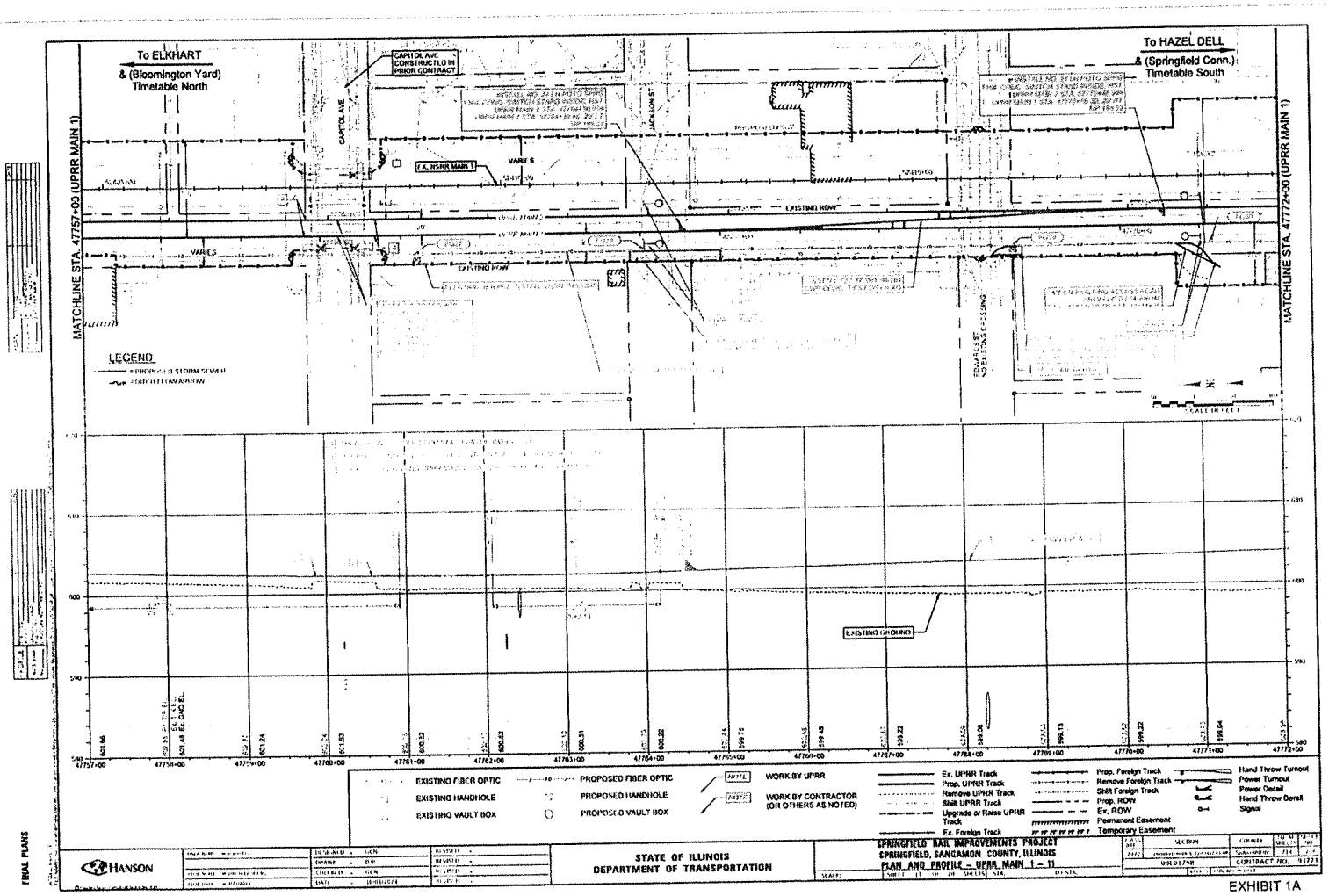


EXHIBIT 1A

2024-524

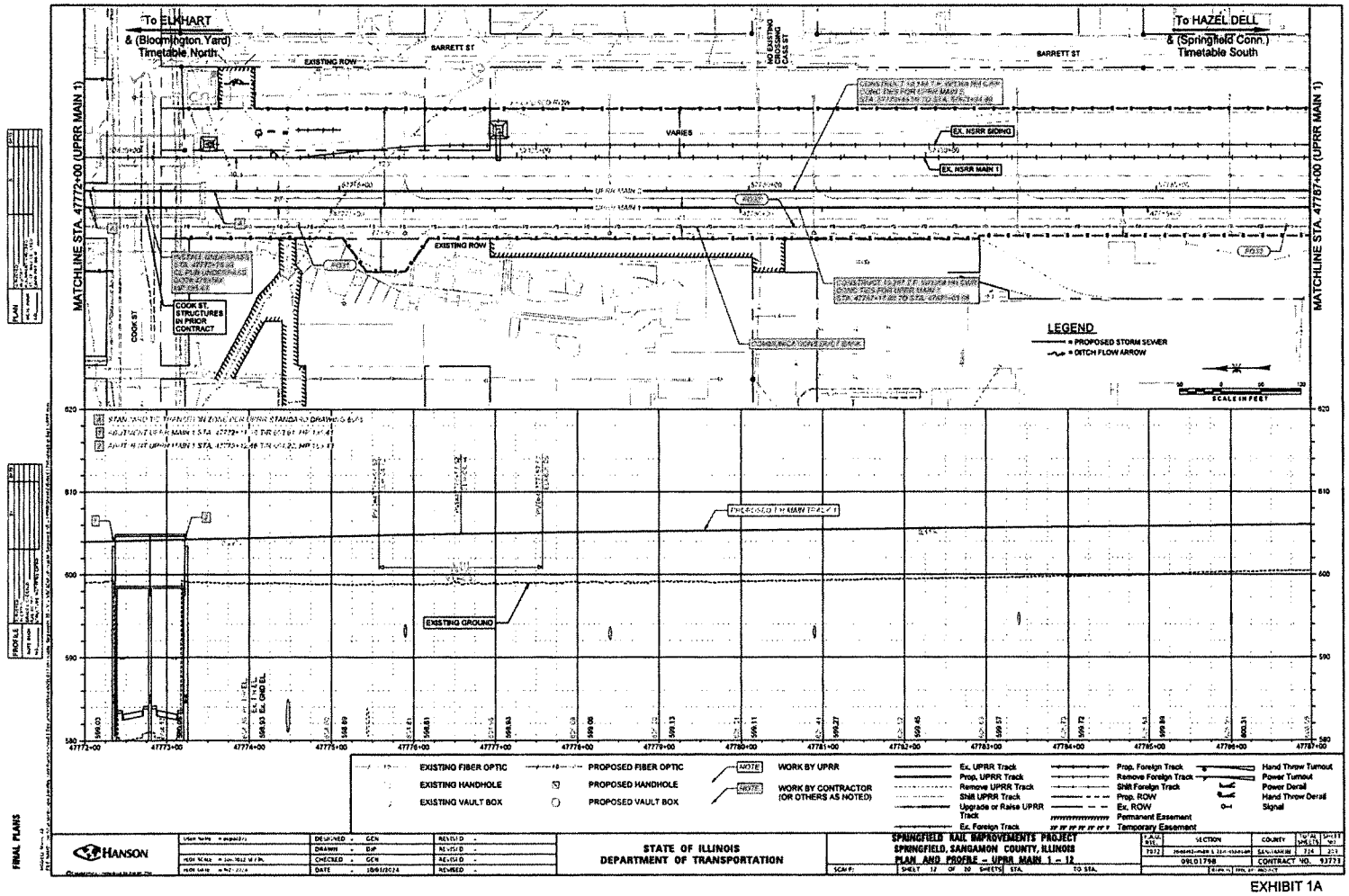


EXHIBIT 1A

2024-524

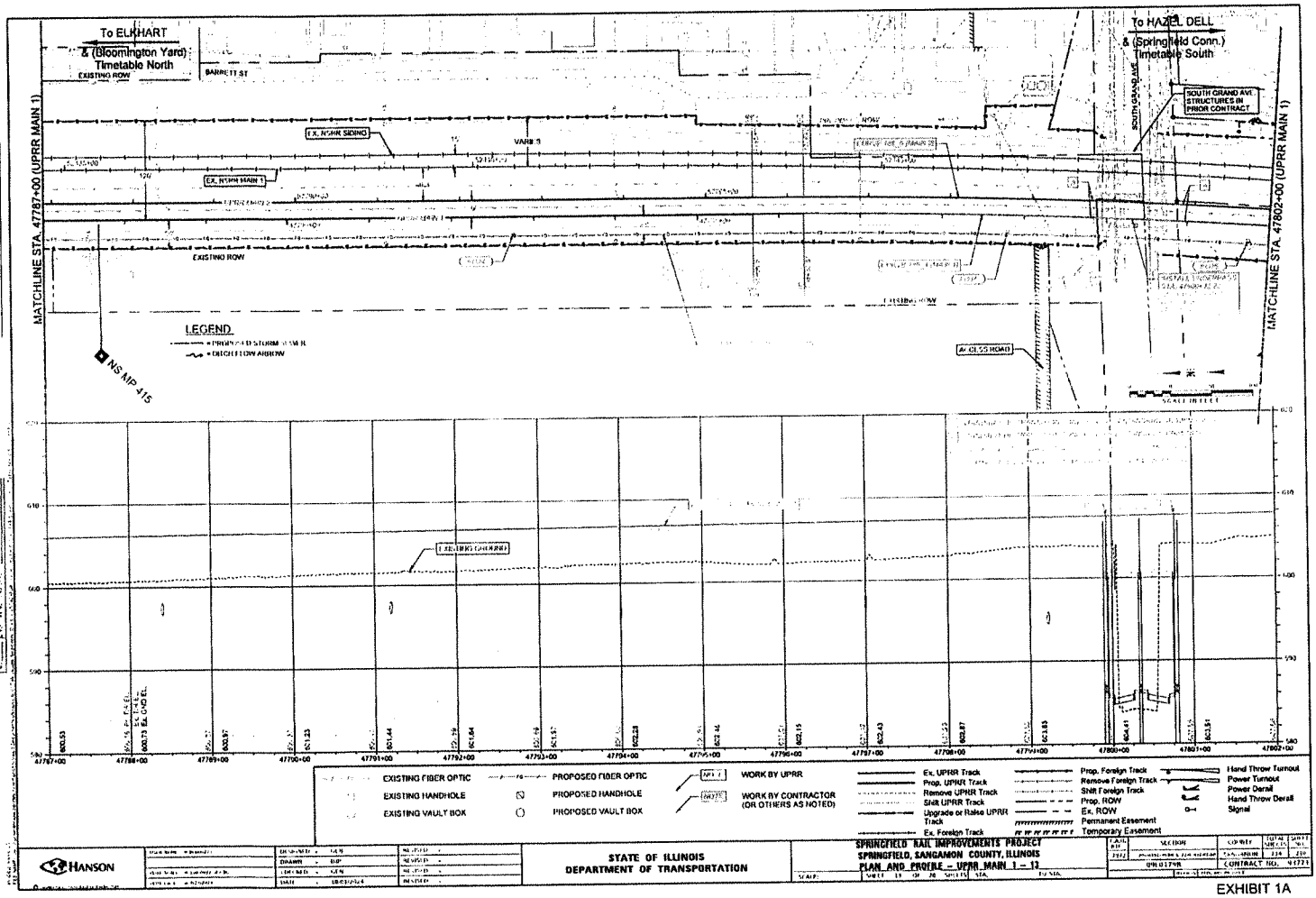


EXHIBIT 1A

2024-524

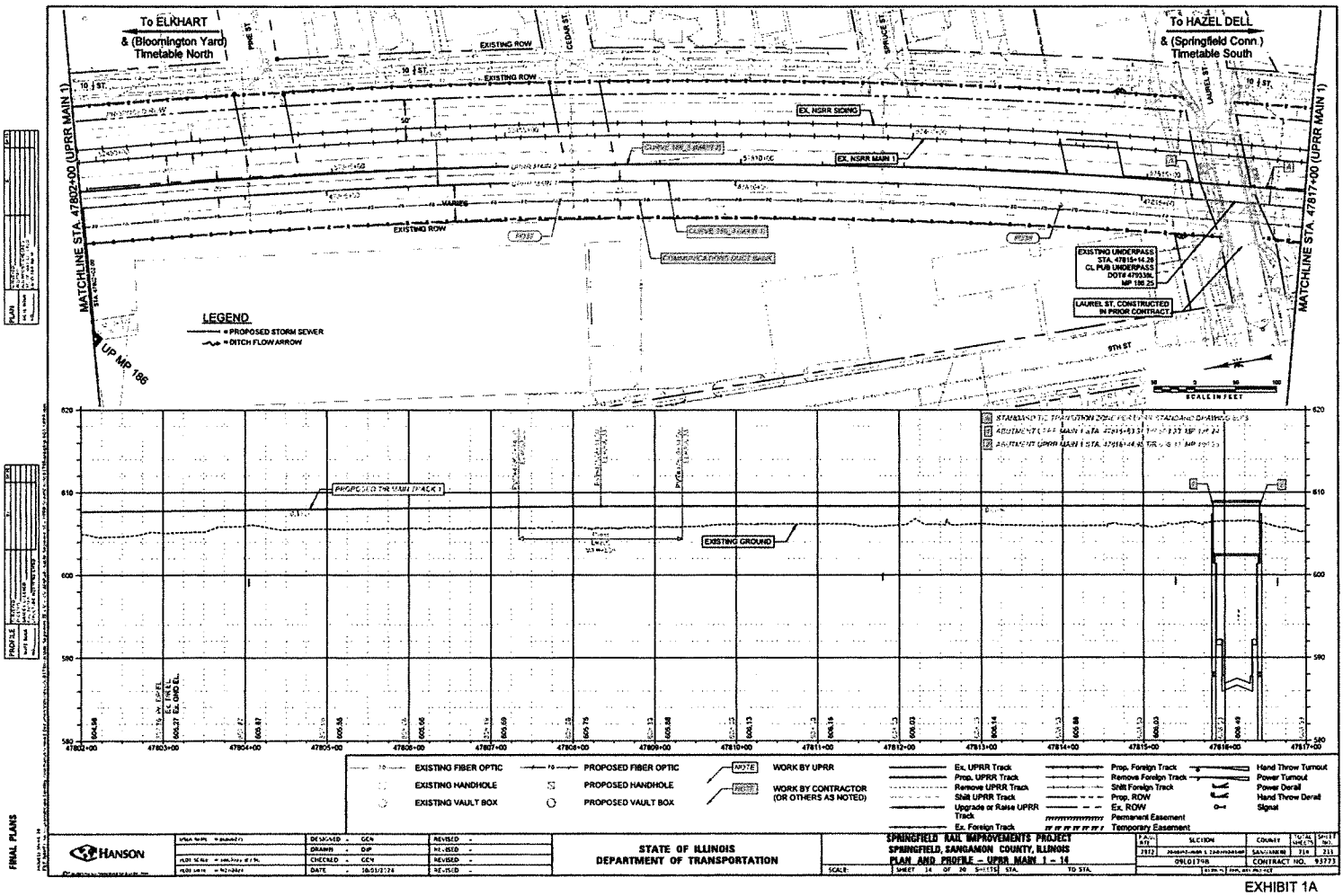


EXHIBIT 1A

2024-524

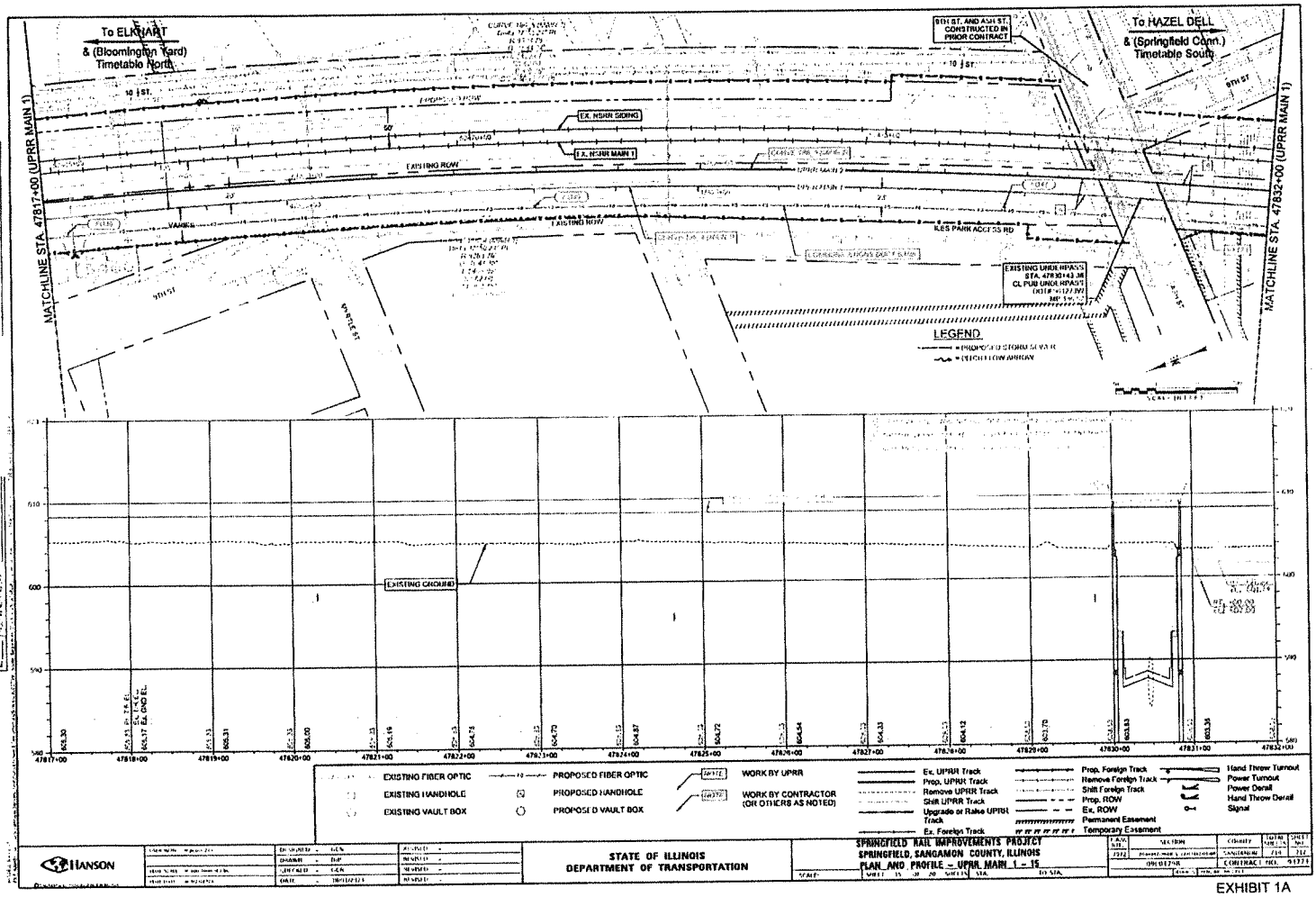


EXHIBIT 1A

9-11-324

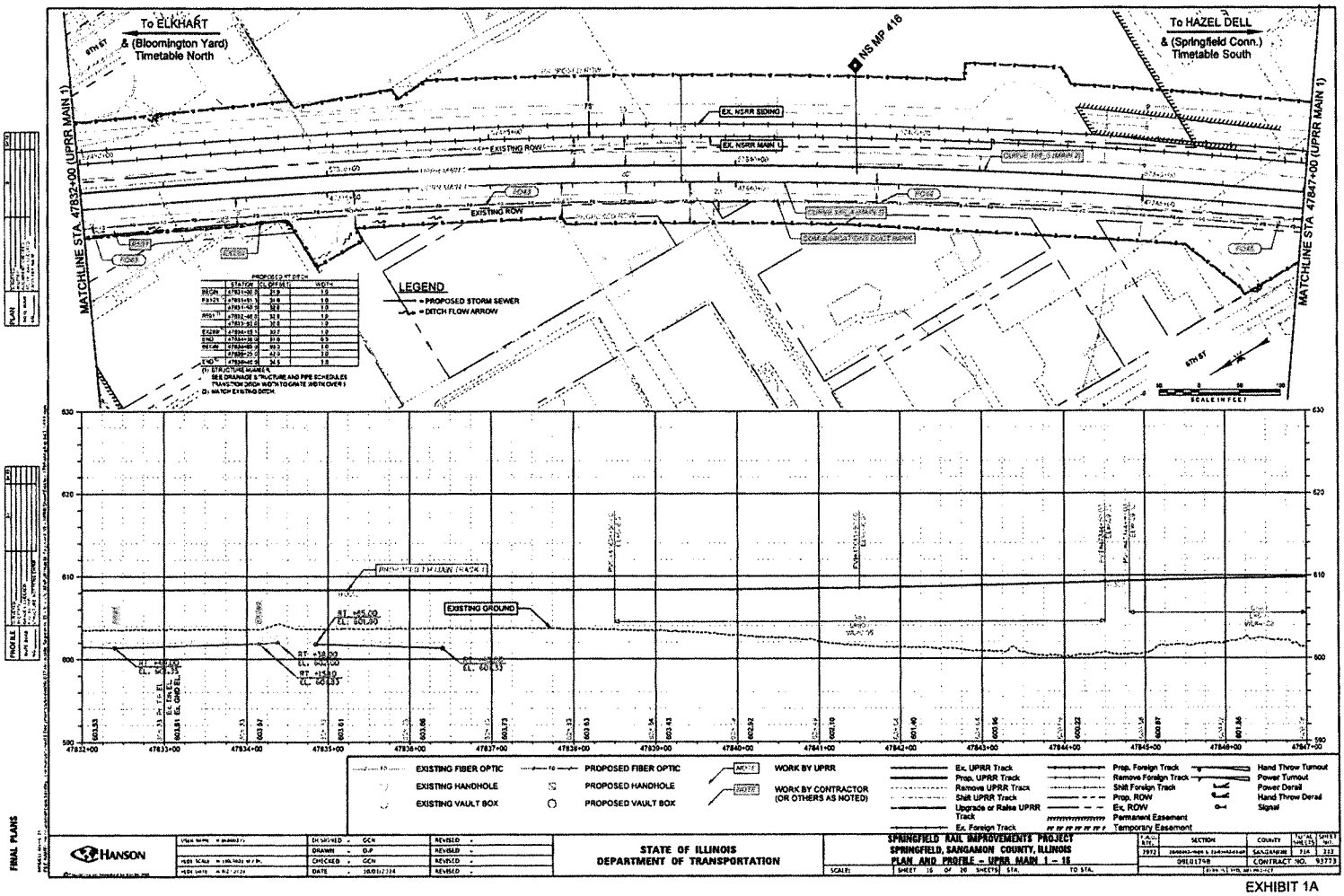


EXHIBIT 1A

2084-524

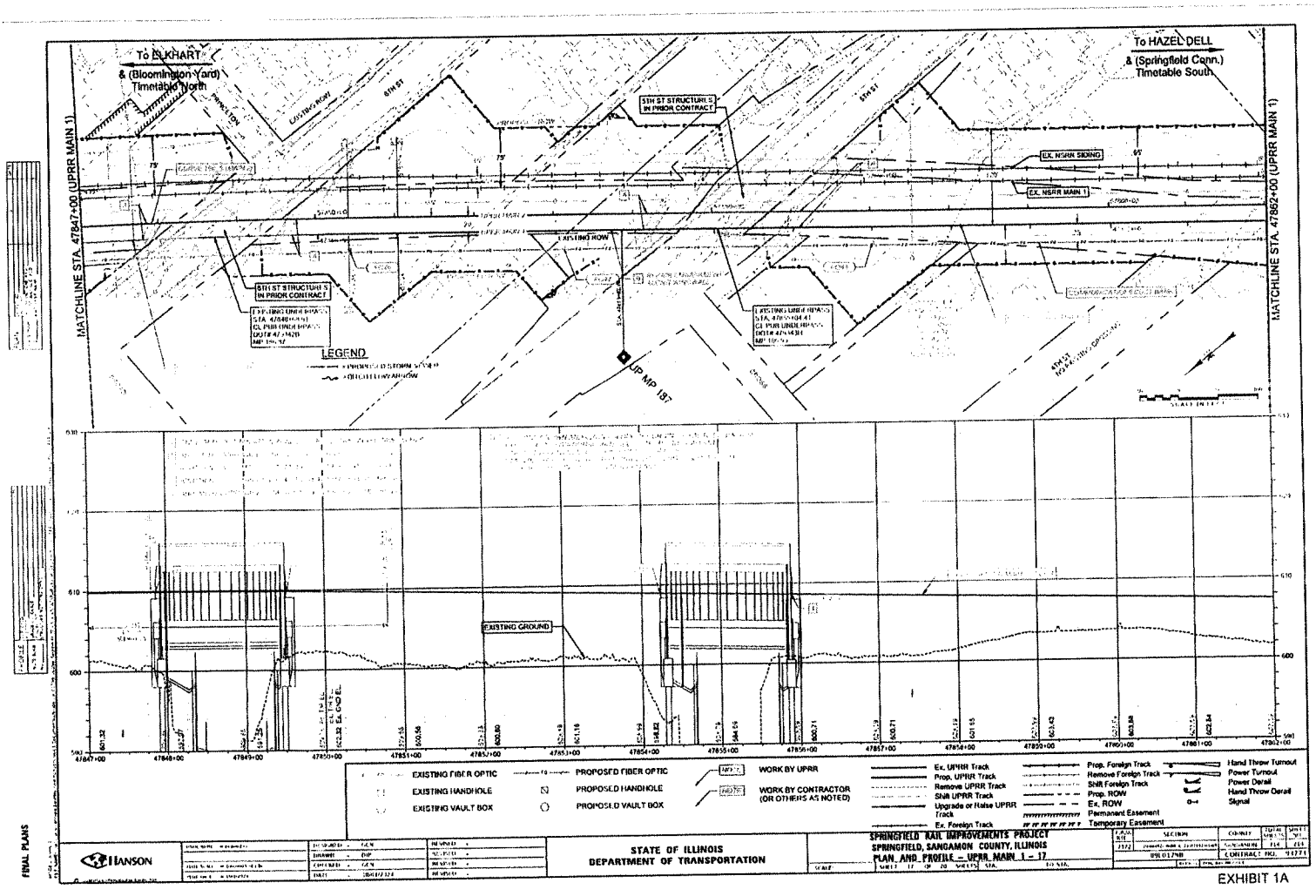


EXHIBIT 1A

2024-584

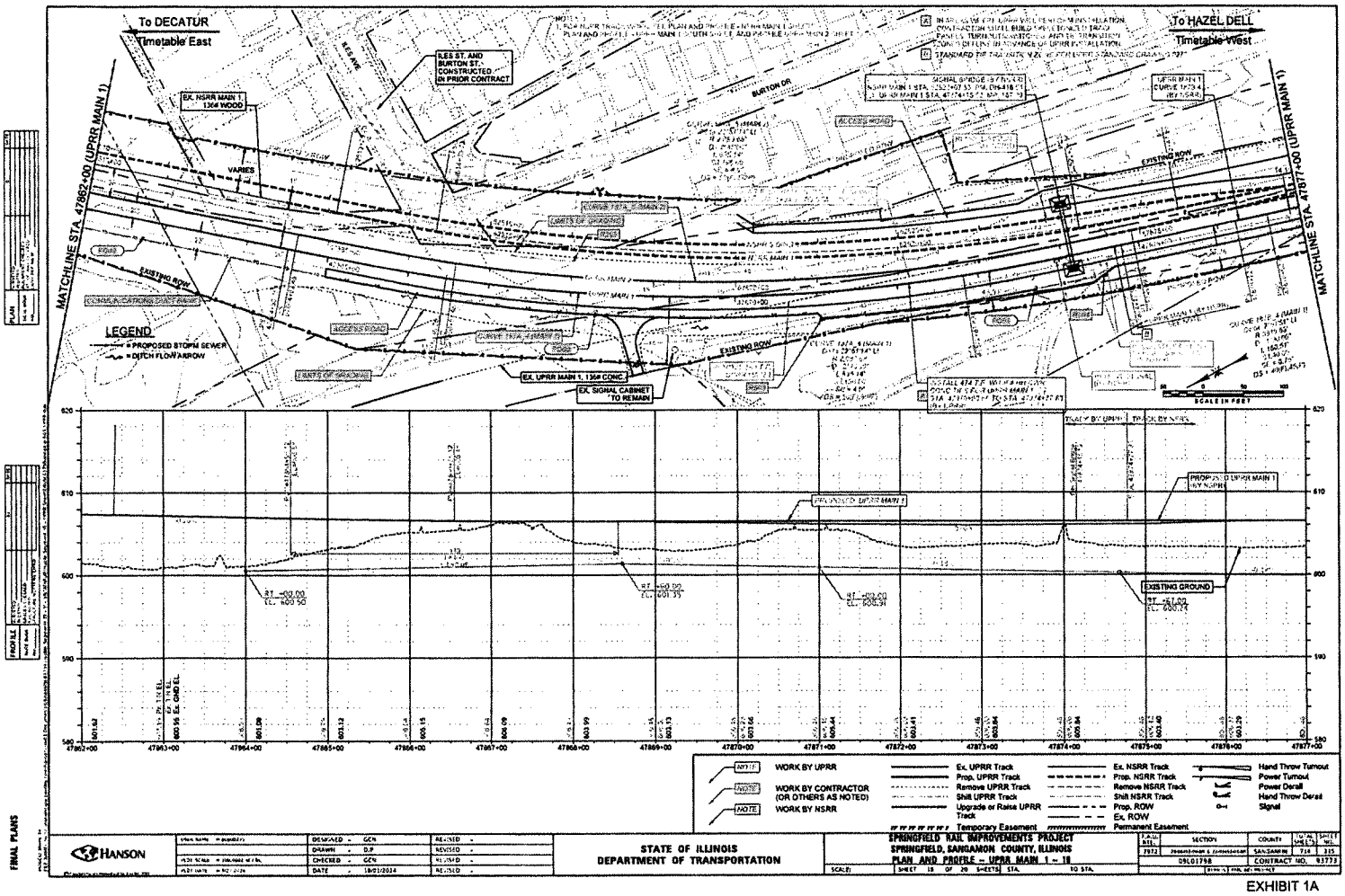
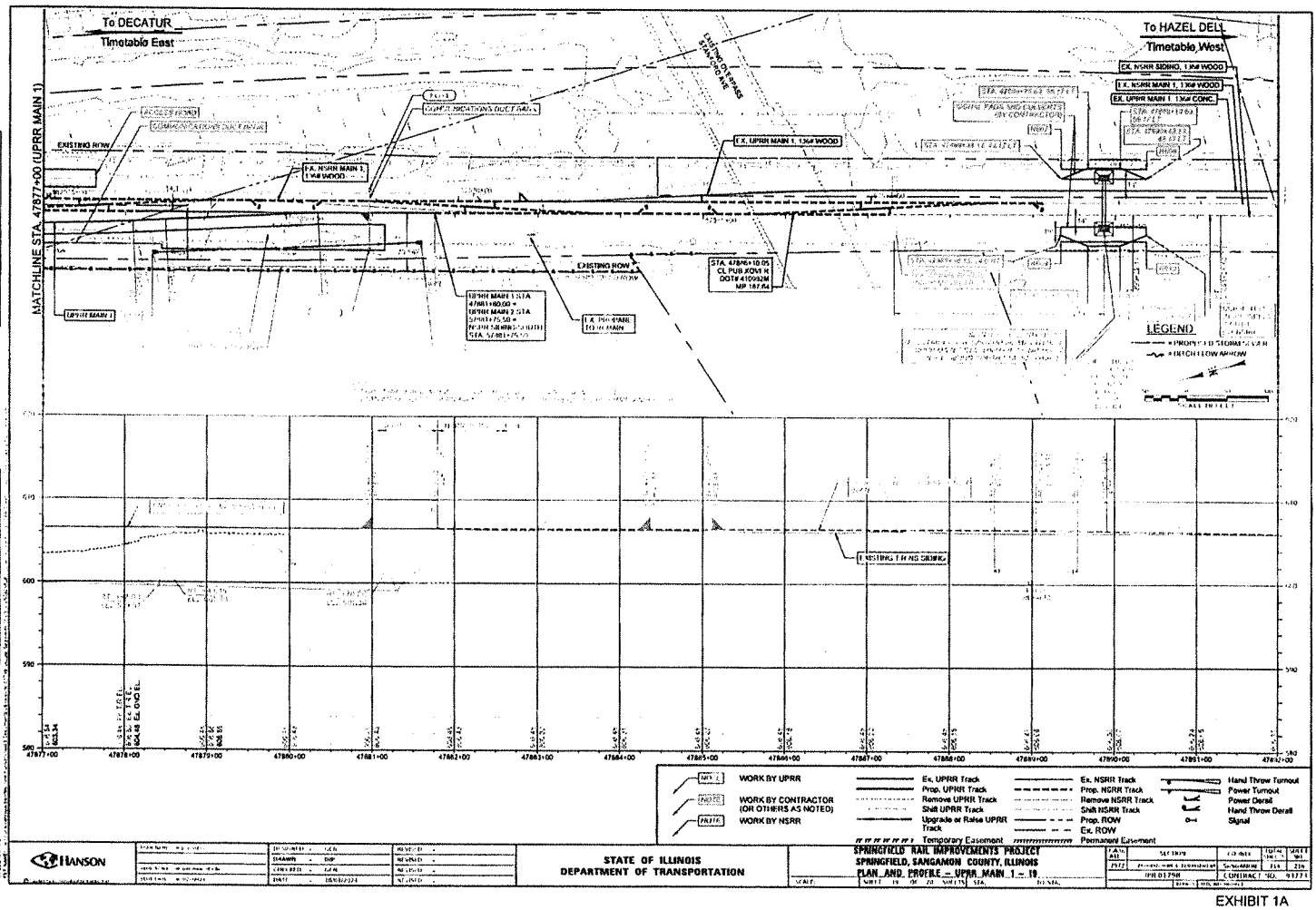


EXHIBIT 1A

2024-524



FINAL PLANS

HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN AND PROFILE – UPRR MAIN 1 – 19

EXHIBIT 1A

2024-534

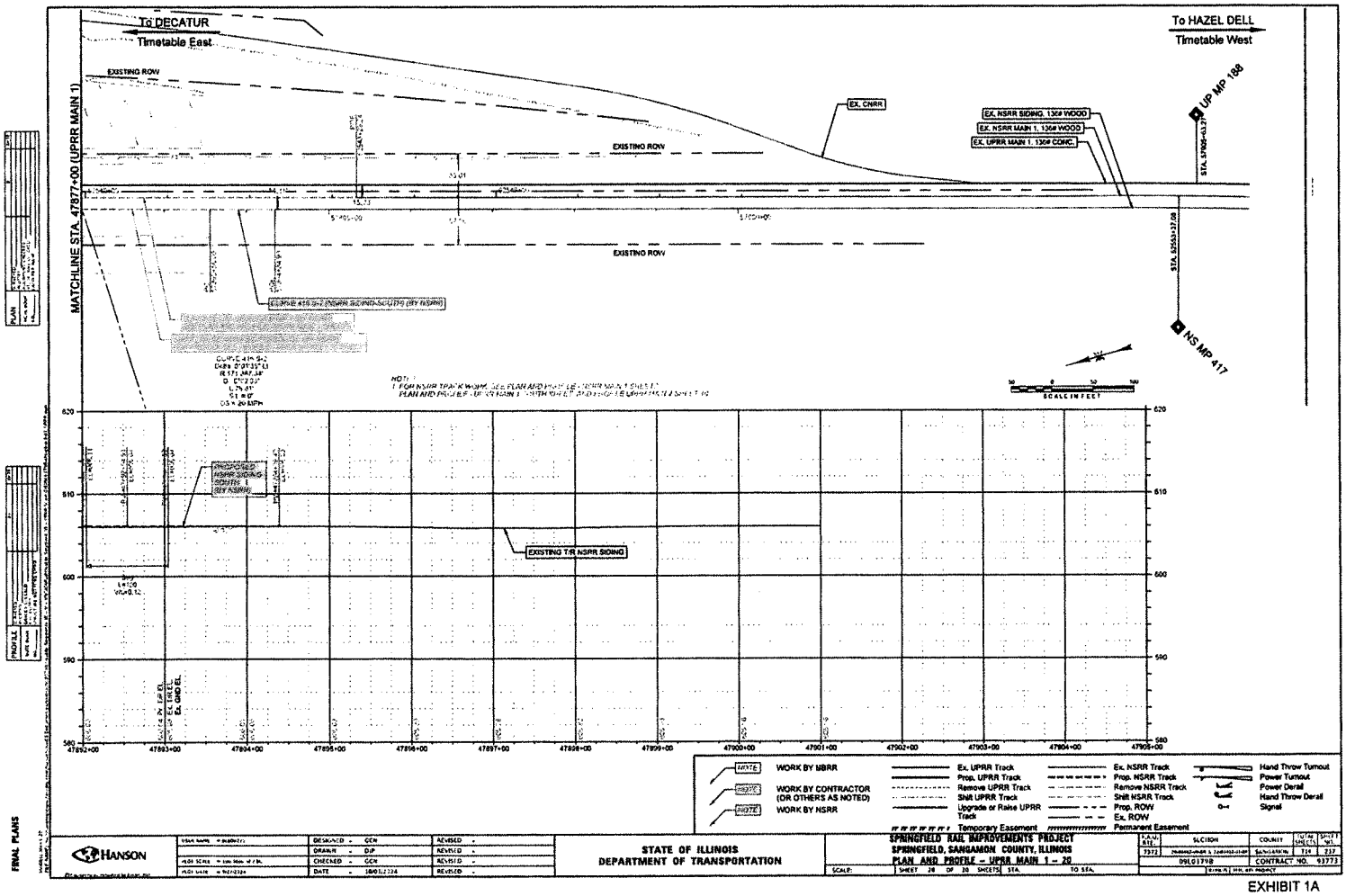


EXHIBIT 1A

3824-524

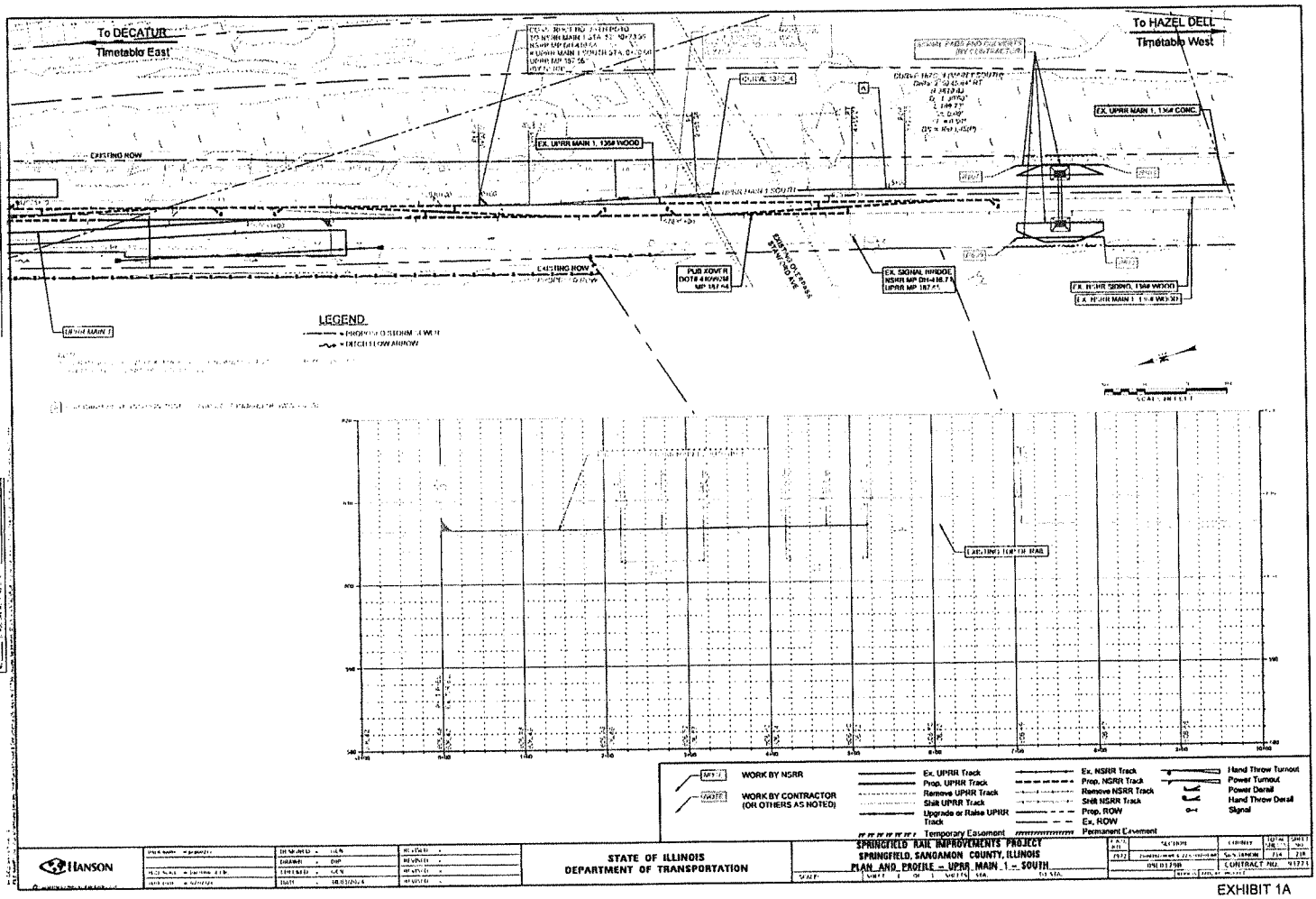
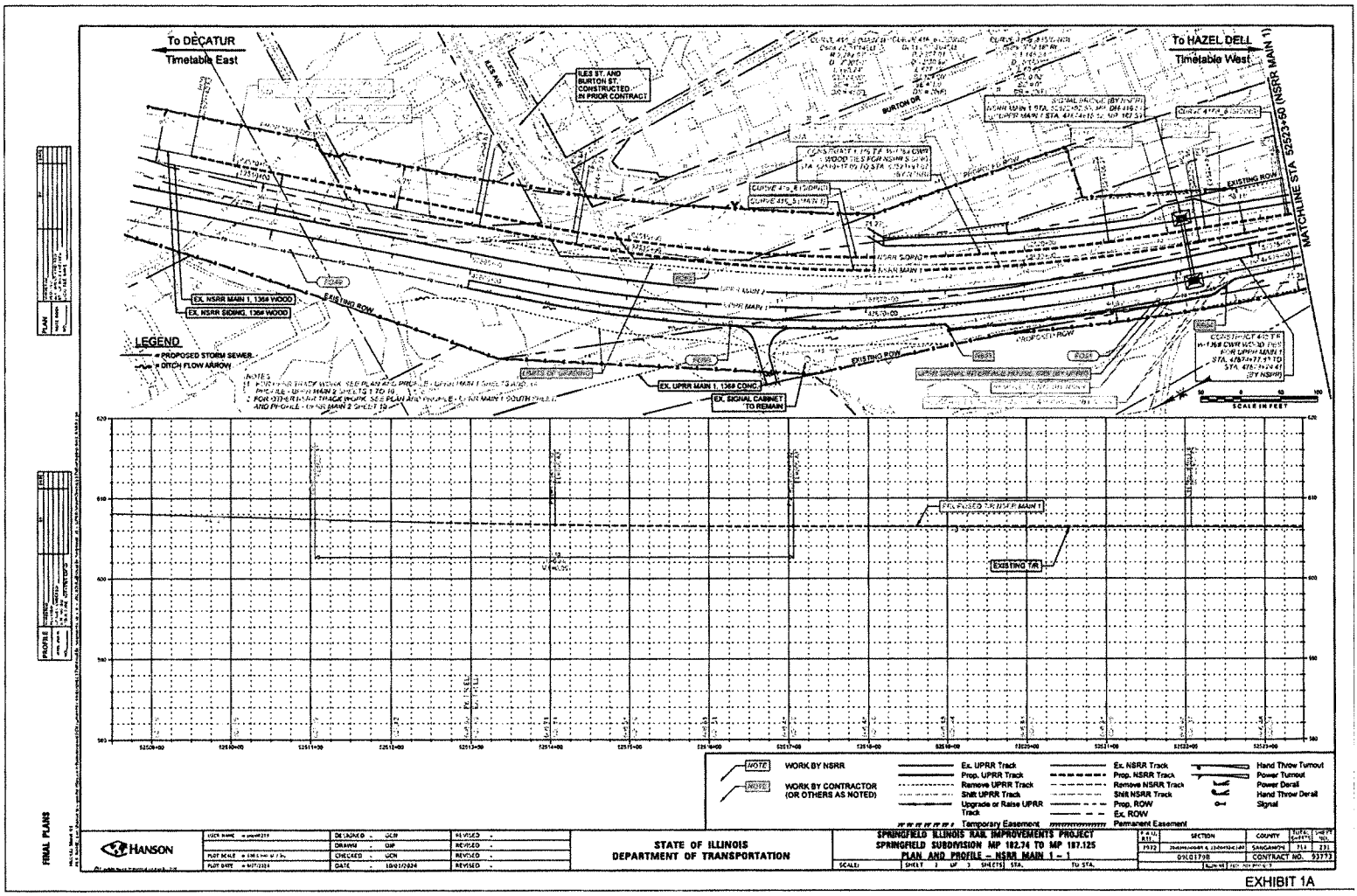


EXHIBIT 1A

2024-584



FINAL PLANS

HANSON

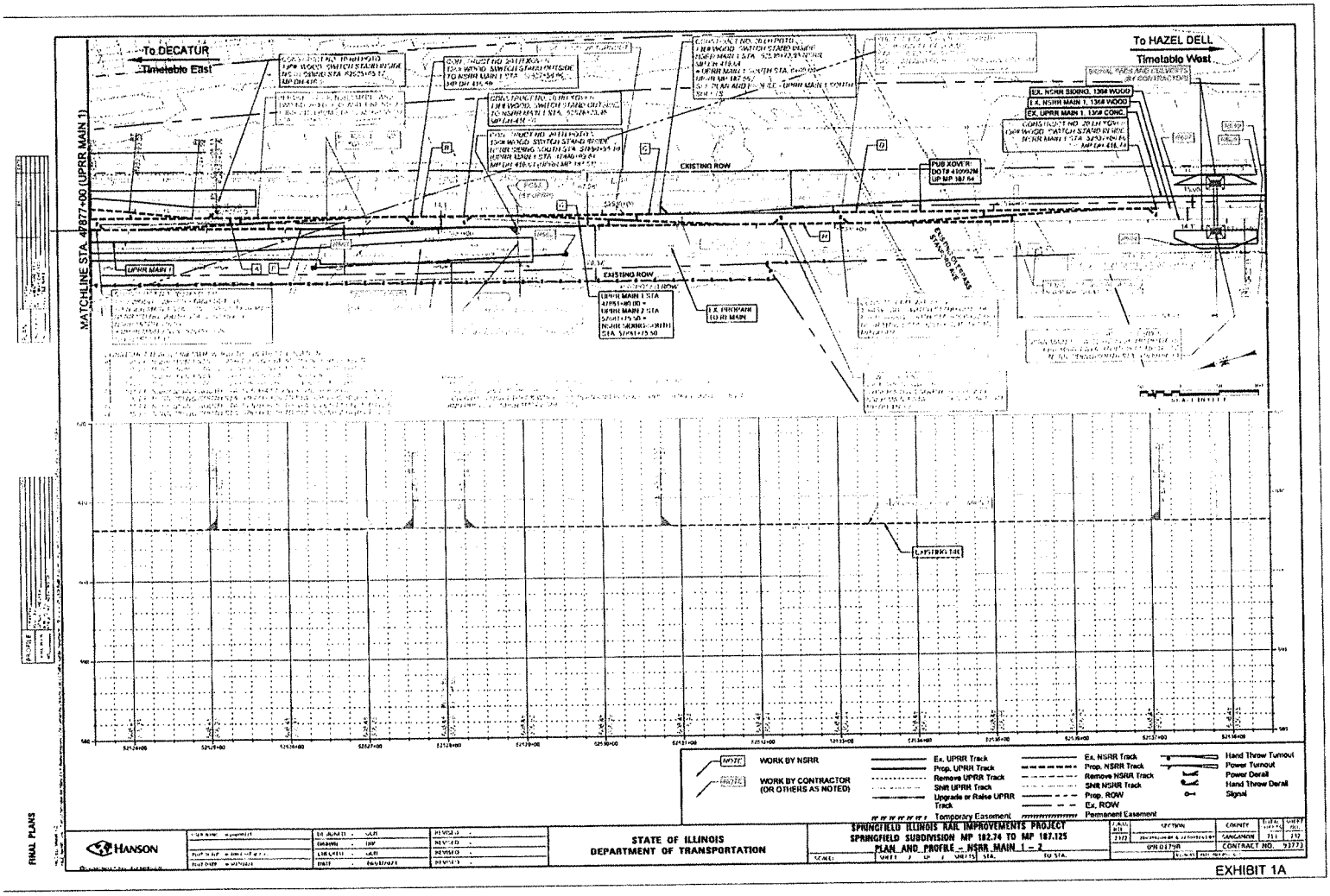
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD ILLINOIS RAIL IMPROVEMENTS PROJECT
SPRINGFIELD SUBDIVISION MP 182.74 TO MP 187.125
PLAN AND PROFILE – NSRR MAIN 1 – 1

F.A.U. NO.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	711	231
	09XG1798	CONTRACT NO.	93773	

EXHIBIT 1A

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

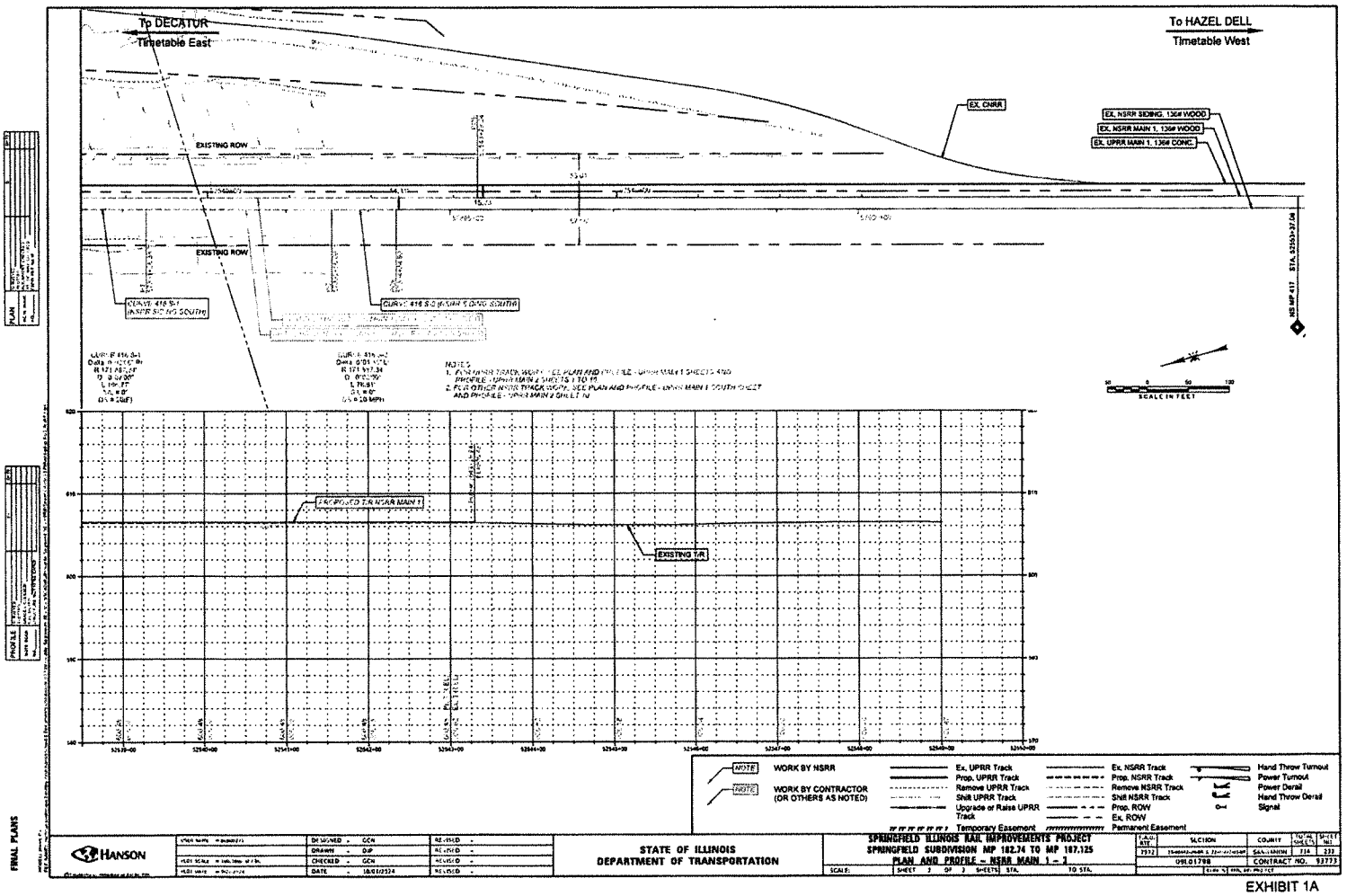
SPRINGFIELD ILLINOIS RAIL IMPROVEMENTS PROJECT
SPRINGFIELD SUBDIVISION MP 182.24 TO MP 187.125
PLAN AND PROFILE – NSRR MAIN 1 – 2

CONTRACT NO. 93773

FINAL PLANS

EXHIBIT 1A

2024-524



FINAL PLANS

HANSON

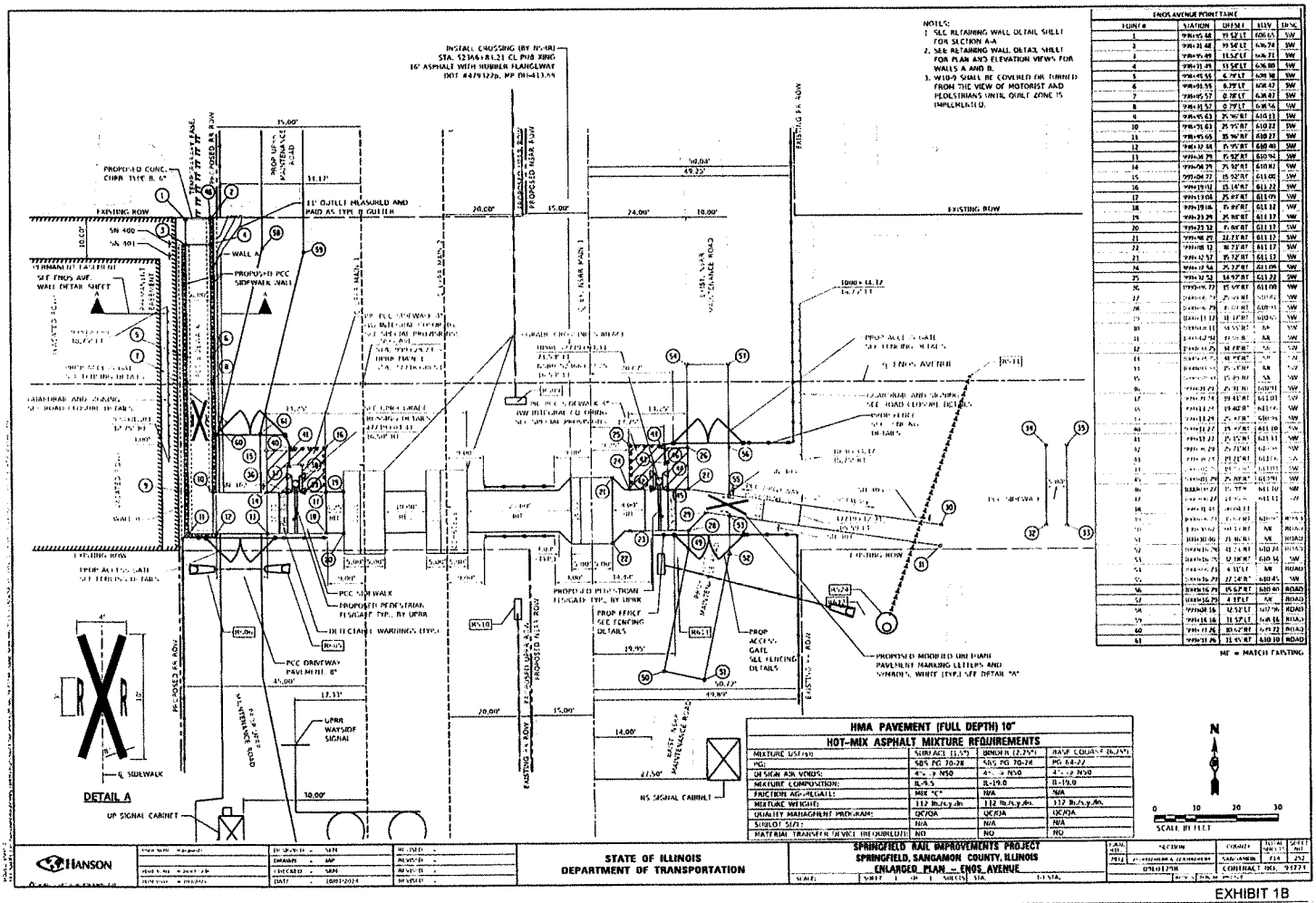
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD ILLINOIS RAIL IMPROVEMENTS PROJECT
SPRINGFIELD SUBDIVISION MP 182.74 TO MP 187.125
PLAN AND PROFILE – NSRR MAIN 1 – 1

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	214	232
	09L01798	CONTRACT NO. 93773		

EXHIBIT 1A

2024-524



ENOS AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	998+55.48	10.52 LT	608.65	SW
2	998+31.48	10.56 LT	608.74	SW
3	998+19.49	11.56 LT	608.73	SW
4	998+11.49	11.56 LT	608.88	SW
5	998+05.55	6.79 LT	608.98	SW
6	998+01.55	6.39 LT	608.92	SW
7	998+00.57	0.78 LT	608.82	SW
8	998+01.57	0.79 LT	608.56	SW
9	998+05.63	35.90 RT	610.13	SW
10	998+15.63	35.90 RT	610.22	SW
11	998+19.65	35.90 RT	610.27	SW
12	998+32.58	35.90 RT	610.40	SW
13	998+36.79	35.92 RT	610.44	SW
14	998+56.79	35.92 RT	610.82	SW
15	998+64.27	35.92 RT	611.00	SW
16	998+79.92	35.14 RT	611.22	SW
17	998+83.04	35.49 RT	611.19	SW
18	998+99.06	35.49 RT	611.12	SW
19	999+23.29	35.46 RT	611.17	SW
20	999+23.32	35.46 RT	611.17	SW
21	999+98.25	32.73 RT	611.12	SW
22	999+08.12	30.73 RT	611.17	SW
23	999+32.57	35.32 RT	611.12	SW
24	999+32.58	35.32 RT	611.09	SW
25	999+32.52	34.97 RT	611.22	SW
26	1000+00.77	35.69 RT	611.09	SW
27	[illegible]	[illegible]	[illegible]	SW
28	[illegible]	[illegible]	[illegible]	SW
29	[illegible]	[illegible]	[illegible]	SW
30	[illegible]	[illegible]	[illegible]	SW
31	[illegible]	[illegible]	[illegible]	SW
32	[illegible]	[illegible]	[illegible]	SW
33	[illegible]	[illegible]	[illegible]	SW
34	[illegible]	[illegible]	[illegible]	SW
35	[illegible]	[illegible]	[illegible]	SW
36	[illegible]	[illegible]	[illegible]	SW
37	[illegible]	[illegible]	[illegible]	SW
38	[illegible]	[illegible]	[illegible]	SW
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42	[illegible]	[illegible]	[illegible]	SW
43	[illegible]	[illegible]	[illegible]	SW
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50	[illegible]	[illegible]	[illegible]	SW
51	[illegible]	[illegible]	[illegible]	SW
52	[illegible]	[illegible]	[illegible]	SW
53	[illegible]	[illegible]	[illegible]	SW
54	[illegible]	[illegible]	[illegible]	SW
55	[illegible]	[illegible]	[illegible]	SW
56	1000+16.79	35.67 RT	610.40	ROAD
57	1000+16.79	4.33 LT	NA	ROAD
58	999+08.18	10.52 LT	607.99	ROAD
59	999+14.16	11.57 LT	608.16	ROAD
60	998+11.26	30.62 RT	609.22	ROAD
61	998+31.86	31.45 RT	610.10	ROAD

ME = MATCH EXISTING

HMA PAVEMENT (FULL DEPTH) 10" HOT-MIX ASPHALT MIXTURE REQUIREMENTS			
MIXTURE USE (1):*	SURFACE (1.5")	BINDER (2.25")	BASE COURSE (6.25")
HOT:	SBS PG 70-28	SBS PG 70-28	PG 64-22
DESIGN AIR VOIDS:	4% @ N50	4% @ N50	4% @ N50
MIXTURE COMPOSITION:	IL-9.5	IL-19.0	IL-19.0
FRICTION AGGREGATE:	MIX "C"	N/A	N/A
MIXTURE WEIGHT:	112 lb/cy/in	112 lb/cy/in	112 lb/cy/in
QUALITY MANAGEMENT PROGRAM:	QCQA	QCQA	QCQA
SURLOT SIZE:	N/A	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)?	NO	NO	NO

HANSON

DESIGNED - MM
DRAWN - MP
CHECKED - MM
DATE - 10/01/2024

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
ENLARGED PLAN – ENOS AVENUE

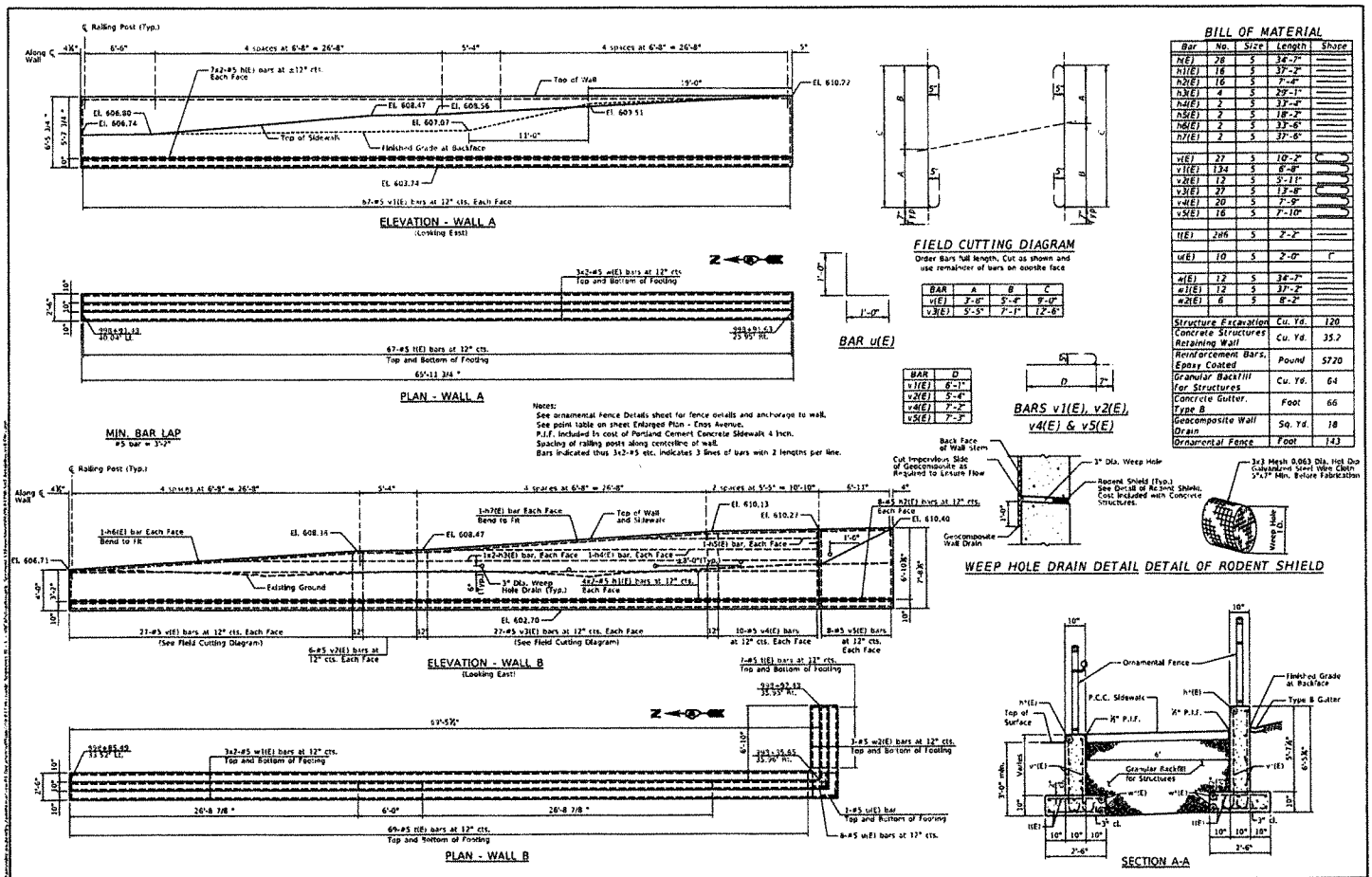
SCALE: 1" = 20'
SHEET 1 OF 1 SHEETS
STA.
EST. NO.

FAP RTE.	SECTION	COUNTY	TOTAL SHEET NO.	SHEET NO.
7316	[illegible]	SANGAMON	214	212
	07R01-2PM	CONTRACT NO. 91774		

FINAL PLANS

EXHIBIT 1B

2024-524



BILL OF MATERIAL

Bar	No.	Size	Length	Shape
h(E)	78	5	34'-7"	
h1(E)	18	5	37'-2"	
h2(E)	16	5	7'-4"	
h3(E)	4	5	29'-1"	
h4(E)	2	5	33'-4"	
h5(E)	2	5	18'-2"	
h6(E)	2	5	33'-6"	
h7(E)	2	5	37'-6"	
v(E)	27	5	10'-2"	
v1(E)	134	5	6'-8"	
v2(E)	12	5	5'-11"	
v3(E)	27	5	13'-8"	
v4(E)	20	5	7'-9"	
v5(E)	16	5	7'-10"	
t(E)	246	5	2'-2"	
u(E)	10	5	2'-0"	
x(E)	12	5	34'-7"	
x1(E)	12	5	37'-2"	
x2(E)	6	5	8'-2"	
Structure Excavation		Cu. Yd.	120	
Concrete Structures		Cu. Yd.	35.2	
Retaining Wall				
Reinforcement Bars, Epoxy Coated		Pound	5720	
Granular Backfill for Structures		Cu. Yd.	64	
Concrete Gutter, Type B		Foot	66	
Geocomposite Wall Drain		Sq. Yd.	18	
Ornamental Fence		Foot	143	

BAR	A	B	C
v(E)	3'-8"	5'-4"	9'-0"
v3(E)	5'-5"	7'-1"	12'-6"

BAR	D
v1(E)	6'-1"
v2(E)	5'-4"
v4(E)	7'-2"
v5(E)	7'-3"

HANSON	DESIGNED - RGC	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION
	DRAWN - RSJ	REVISED -	
	CHECKED - RGC	REVISED -	
	DATE - 10/31/2024	REVISED -	

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
ENOS AVENUE – WALL DETAIL

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	114	213
	09101798	CONTRACT NO. 93773		

SCALE: SHEET 1 OF 1 SHEETS STA. TO STA.

FINAL PLANS

EXHIBIT 1B

2024-524

Notes:

Fence posts shall be vertical.

Anchor rods shall be ASTM F1554, Gr. 55, galvanized steel all-thread for an Engineer-approved alternate material of the grade(s) and diameter(s) specified. The corresponding specified grade of AASHTO M314 anchor rods may be used in lieu of ASTM F1554. The anchor rods shall be hot-dipped galvanized according to AASHTO M232, Class C.

The anchor rods shall be installed according to Article 509.06 of the Standard Specifications. Embedment shall be 6" min. or according to the manufacturer's specifications whatever is greater.

Structural steel plates and bars of the Steel Railing shall conform to the requirements of ASTM A36/36M.

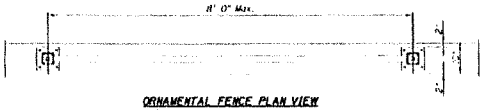
Provide handrail on Wall B ornamental fence. See Enlarged Plan - Enos Avenue sheet for wall location.

FENCE LOADING

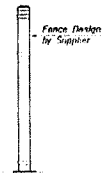
200 lb. concentrated load at any location and direction, or 50 lb./ft. along top rail at any location or direction.

DESIGN CODE

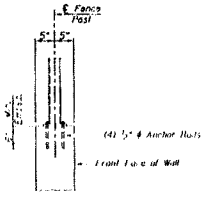
2015 International Building Code



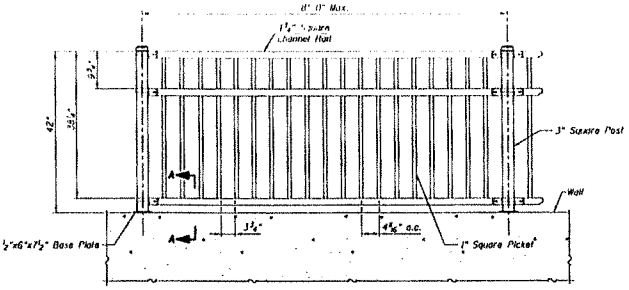
ORNAMENTAL FENCE PLAN VIEW



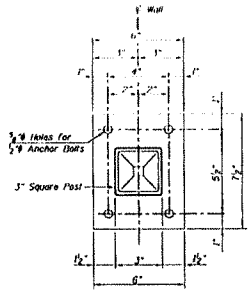
SIDE VIEW



SECTION A-A



ORNAMENTAL FENCE ELEVATION VIEW



BASE PLATE DETAIL

BILL OF MATERIAL

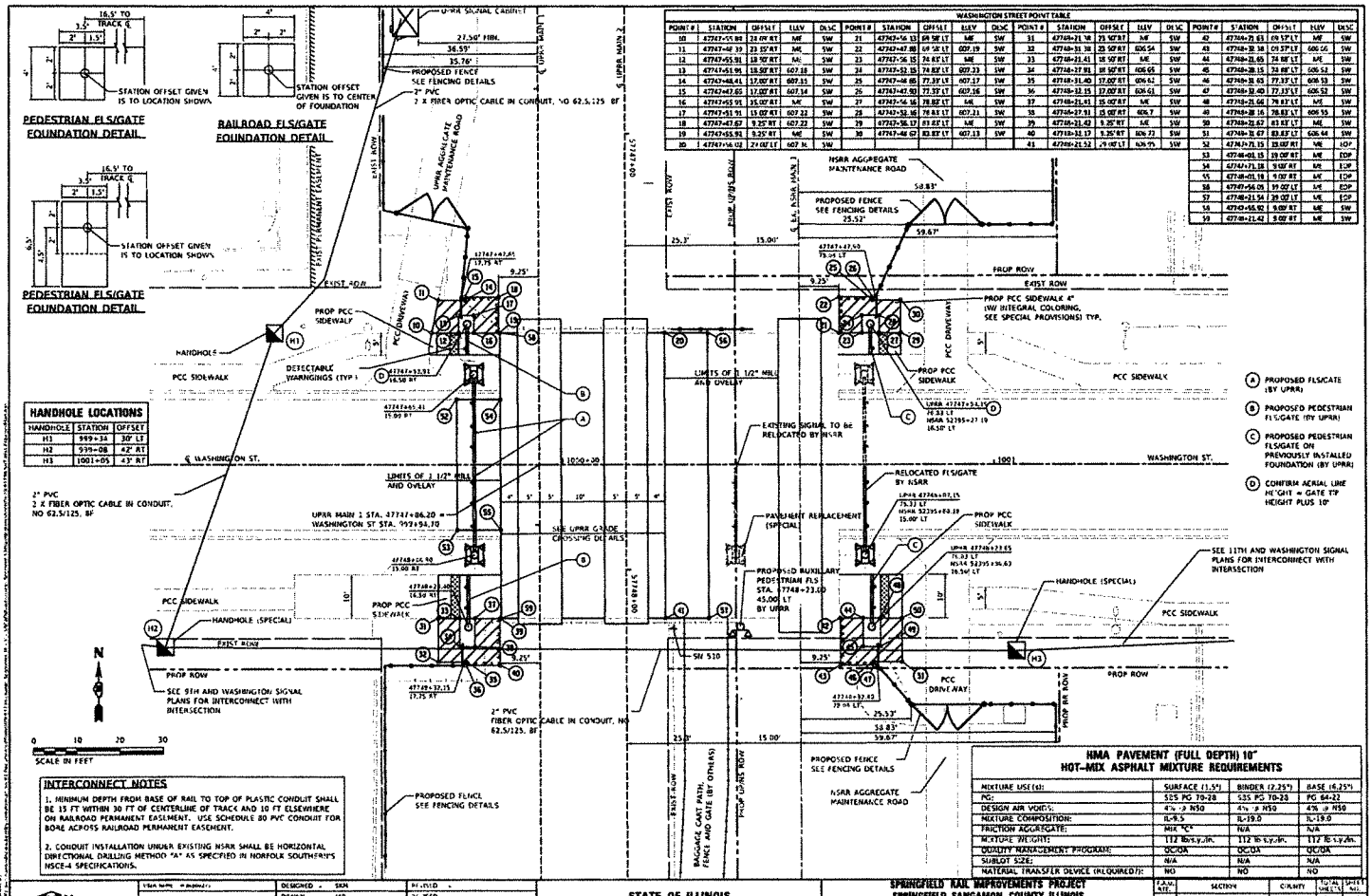
Item	Unit	Total
Ornamental Fence	Foot	143

HANSON			STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS ENOS AVENUE – ORNAMENTAL FENCE DETAIL	

FINAL PLANS

EXHIBIT 1B

2024-524



POINT #	STATION	OFFSET	ELEV	DESC	POINT #	STATION	OFFSET	ELEV	DESC	POINT #	STATION	OFFSET	ELEV	DESC	POINT #	STATION	OFFSET	ELEV	DESC
10	47747+55.88	28.09' RT	ME	SW	21	47747+56.33	69.58' LT	ME	SW	31	47748+21.18	75.10' RT	ME	SW	42	47748+71.65	69.57' LT	ME	SW
11	47747+48.39	23.15' RT	ME	SW	22	47747+47.88	69.58' LT	607.19	SW	32	47748+31.38	23.50' RT	606.54	SW	43	47748+32.38	69.57' LT	606.66	SW
12	47747+55.91	18.90' RT	ME	SW	23	47747+56.15	74.83' LT	ME	SW	33	47748+21.41	18.50' RT	ME	SW	44	47748+21.65	74.88' LT	ME	SW
13	47747+51.95	18.90' RT	607.18	SW	24	47747+52.15	74.83' LT	607.23	SW	34	47748+27.91	18.50' RT	606.65	SW	45	47748+28.15	74.88' LT	606.52	SW
14	47747+48.41	17.00' RT	607.33	SW	25	47747+48.65	77.33' LT	607.17	SW	35	47748+31.40	17.00' RT	606.62	SW	46	47748+31.65	77.33' LT	606.53	SW
15	47747+47.65	17.00' RT	607.34	SW	26	47747+47.90	77.33' LT	607.16	SW	36	47748+32.15	17.00' RT	606.61	SW	47	47748+32.40	77.33' LT	606.52	SW
16	47747+55.91	15.00' RT	ME	SW	27	47747+56.16	78.83' LT	ME	SW	37	47748+21.41	15.00' RT	ME	SW	48	47748+21.66	78.83' LT	ME	SW
17	47747+51.91	15.00' RT	607.22	SW	28	47747+52.16	78.83' LT	607.23	SW	38	47748+27.91	15.00' RT	606.7	SW	49	47748+28.16	78.83' LT	606.55	SW
18	47747+47.67	9.25' RT	607.22	SW	29	47747+56.17	83.83' LT	ME	SW	39	47748+21.42	9.25' RT	ME	SW	50	47748+21.67	83.83' LT	ME	SW
19	47747+55.91	9.25' RT	ME	SW	30	47747+48.67	83.83' LT	607.13	SW	40	47748+31.17	9.25' RT	606.72	SW	51	47748+31.67	83.83' LT	606.64	SW
20	47747+16.02	24.00' LT	607.36	SW						41	47748+21.52	29.00' LT	606.95	SW	52	47747+75.15	33.00' RT	ME	EOP
															53	47748+00.15	19.00' RT	ME	EOP
															54	47747+71.38	9.00' RT	ME	EOP
															55	47748+01.18	9.00' RT	ME	EOP
															56	47747+96.08	39.00' LT	ME	EOP
															57	47748+21.54	39.00' LT	ME	EOP
															58	47747+66.92	9.00' RT	ME	SW
															59	47748+21.42	9.00' RT	ME	SW

HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
ENLARGED PLAN – WASHINGTON STREET

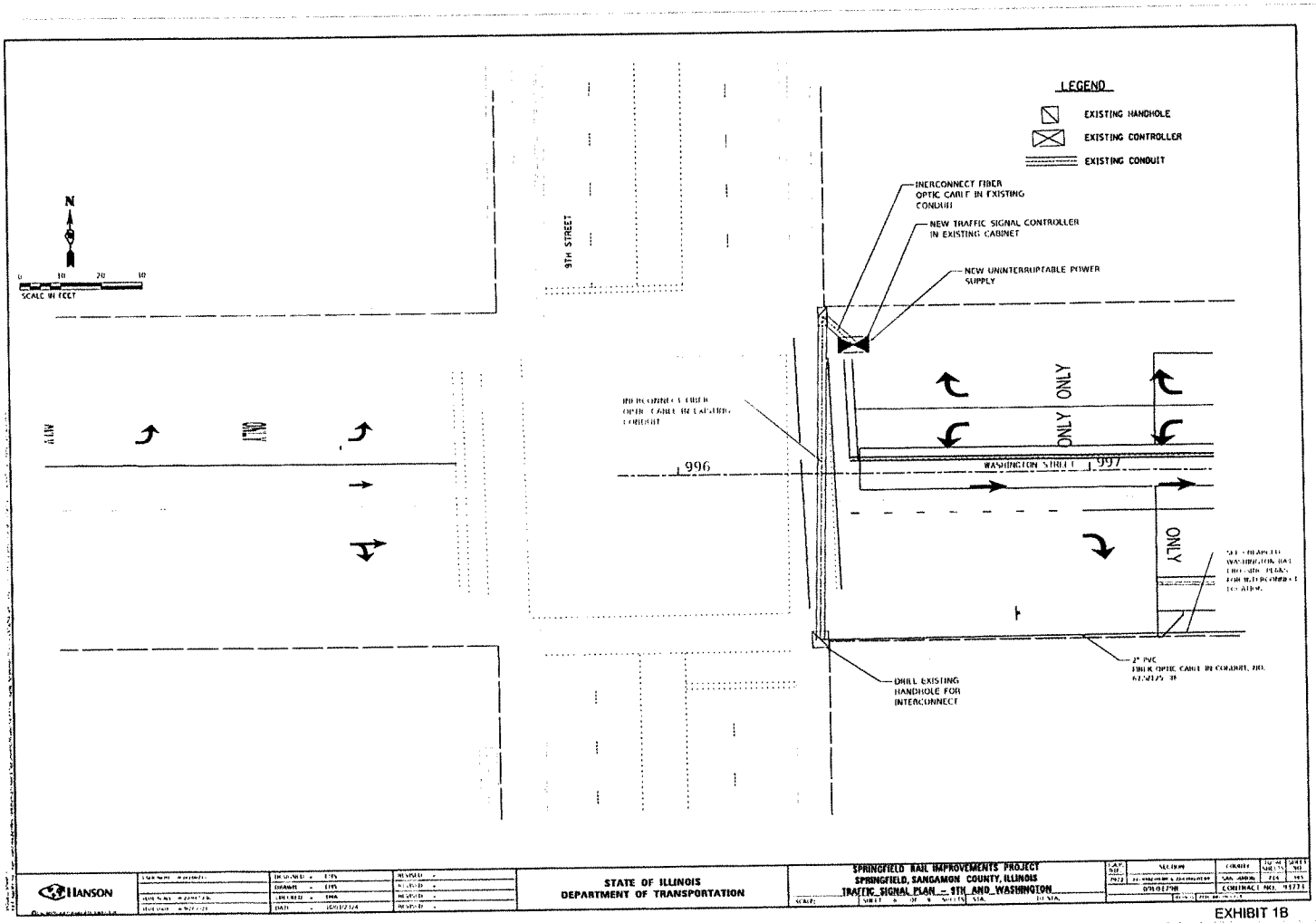
DESIGNED - SKH
DRAWN - JAP
CHECKED - SKH
DATE - 10/01/2024

F.A.U. RTE. 7072 | SECTION 09LO1718 | COUNTY SANGAMON | TOTAL SHEETS 714 | SHEET NO. 255
CONTRACT NO. 93773

FINAL PLANS

EXHIBIT 1B

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TRAFFIC SIGNAL PLAN – 9TH AND WASHINGTON

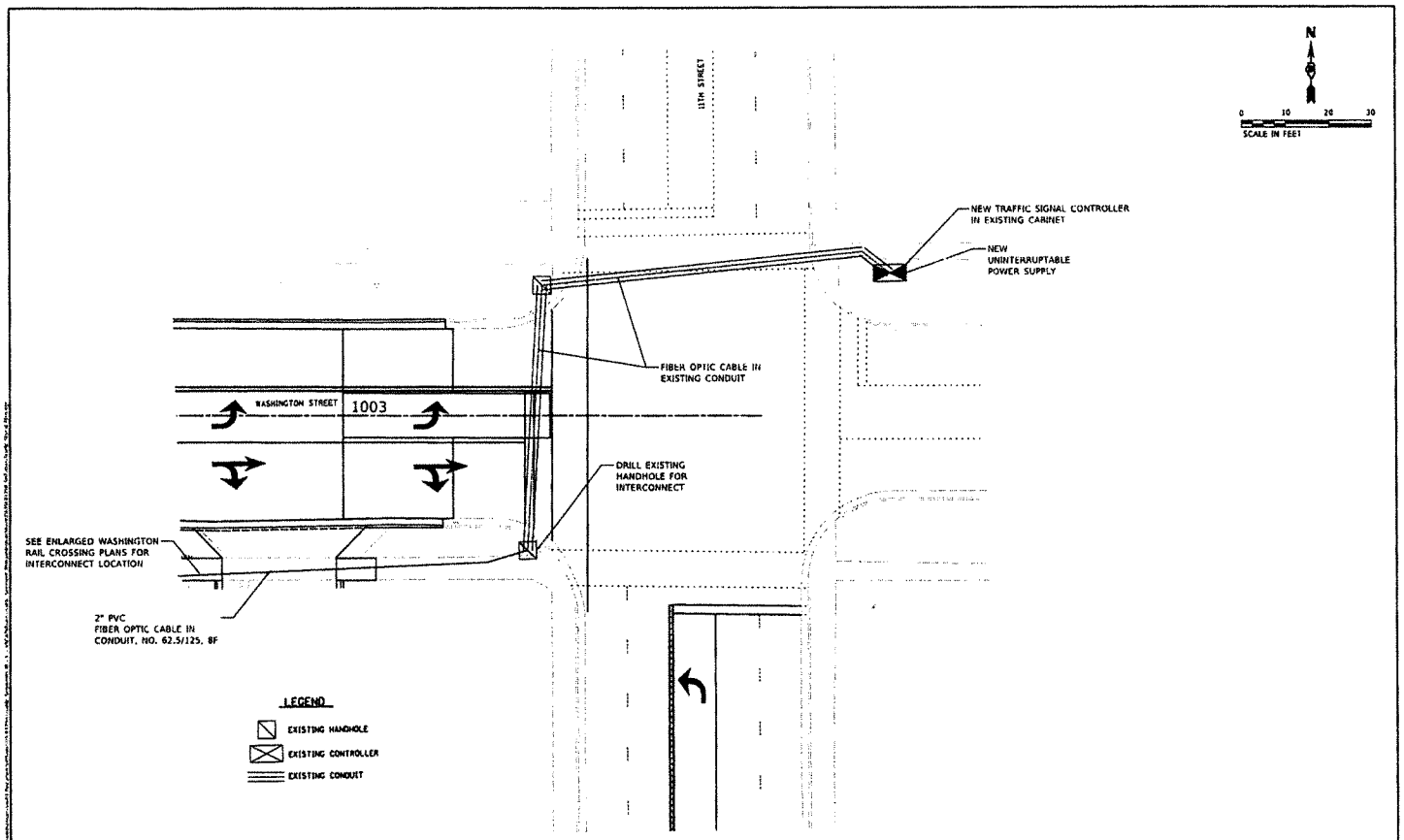
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CONTRACT NO. 91771

FINAL PLANS

EXHIBIT 1B

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TRAFFIC SIGNAL PLAN – 11TH AND WASHINGTON

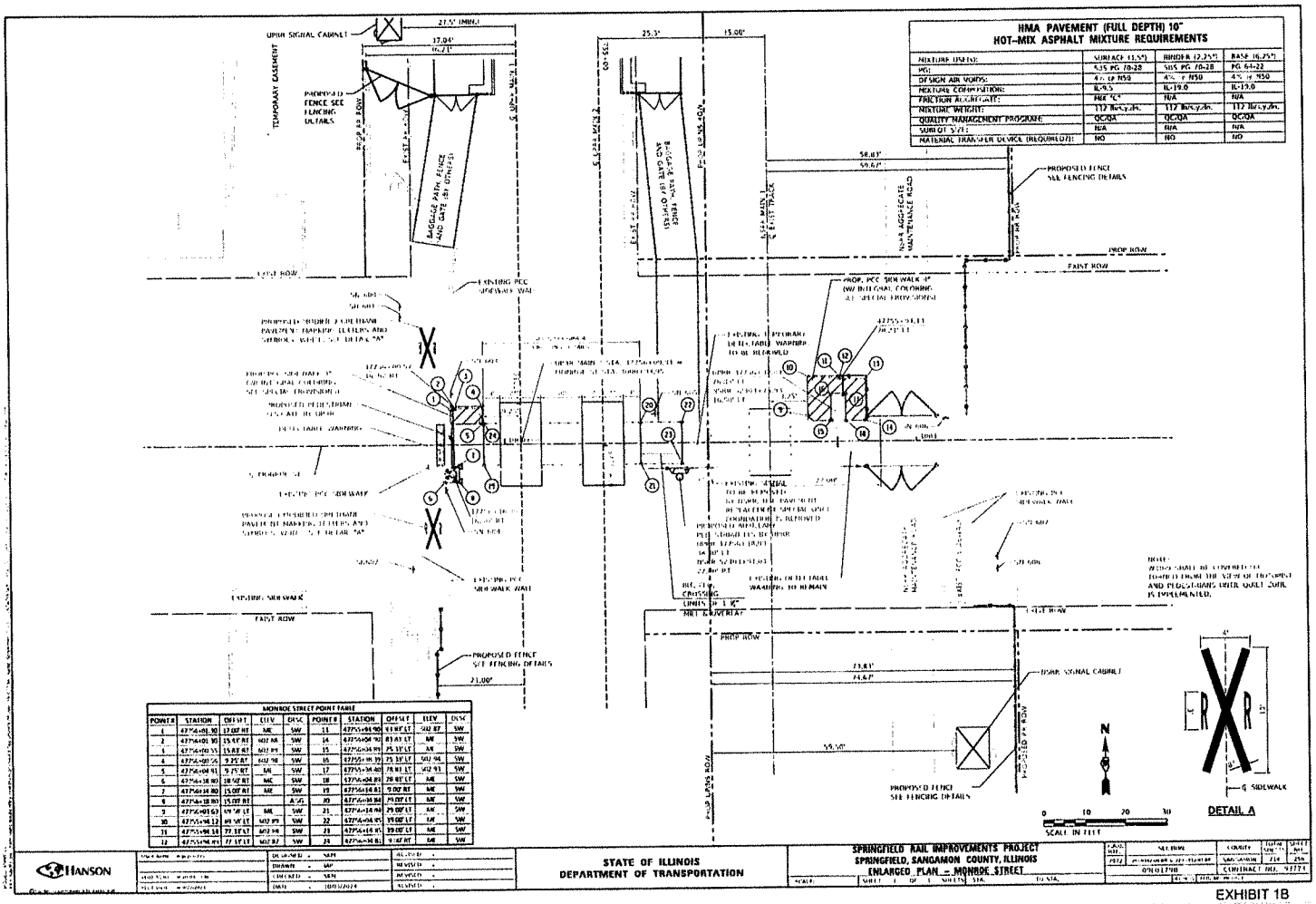
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DRAWN	EHR	REVISED
CHECKED	EHR	REVISED
DATE	10/01/2024	REVISED

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7612	09101718	SANGAMON	11A	3HR
		CONTRACT NO. 92773		

SCALE: SHEET 1 OF 9 SHEETS STA. TO STA.

FINAL PLANS

EXHIBIT 1B



POINT #	STATION	OFFSET	ELEV.	DESC.	POINT #	STATION	OFFSET	ELEV.	DESC.
1	427+61.30	17.00' RT	ME	SW	11	427+98.90	93.83' LT	602.87	SW
2	427+61.30	15.83' RT	602.88	SW	14	427+04.90	83.83' LT	ME	SW
3	427+00.55	15.83' RT	602.89	SW	15	427+04.89	75.33' LT	ME	SW
4	427+00.55	9.25' RT	602.98	SW	16	427+99.39	75.33' LT	602.94	SW
5	427+04.91	9.25' RT	ME	SW	17	427+39.40	78.83' LT	602.93	SW
6	427+34.80	18.42' RT	ME	SW	18	427+04.89	28.83' LT	ME	SW
7	427+61.80	15.08' RT	ME	SW	19	427+61.81	9.08' RT	ME	SW
8	427+61.80	15.08' RT		A/G	20	427+61.84	29.08' LT	ME	SW
9	427+61.63	69.18' LT	ME	SW	21	427+34.84	29.08' LT	ME	SW
10	427+54.12	69.18' LT	602.89	SW	22	427+54.85	39.08' LT	ME	SW
11	427+54.14	77.33' LT	602.94	SW	23	427+61.85	39.08' LT	ME	SW
12	427+54.14	77.33' LT	602.87	SW	24	427+61.81	9.08' RT	ME	SW

HANSON

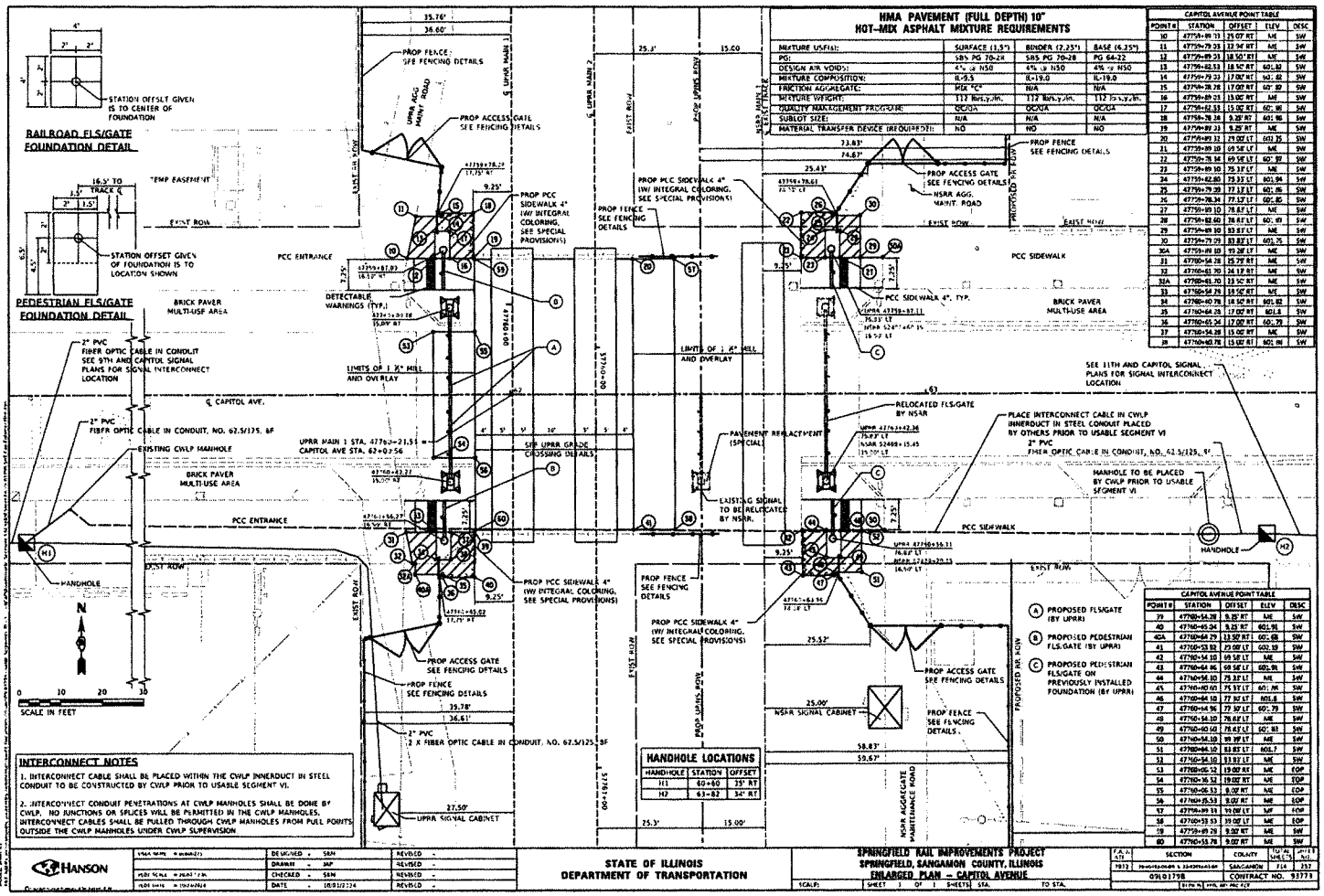
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
ENLARGED PLAN – MONROE STREET

FINAL PLANS

EXHIBIT 1B

2024-524



HMA PAVEMENT (FULL DEPTH) 10"
HOT-MIX ASPHALT MIXTURE REQUIREMENTS

MIXTURE USE(s):	SURFACE (1.5")	BINDER (2.25")	BASE (6.25")
PG:	SBS PG 70-28	SBS PG 70-28	PG 64-22
DESIGN AIR VOIDS:	4% @ N50	4% @ N50	4% @ N50
MIXTURE COMPOSITION:	IL-9.5	IL-19.0	IL-19.0
FRICTION AGGREGATE:	MIX "C"	N/A	N/A
MIXTURE WIDTHS:	112 lbs./sq.in.	112 lbs./sq.in.	112 lbs./sq.in.
QUALITY MANAGEMENT PROGRAM:	QC/QA	QC/QA	QC/QA
SUBLOT SIZE:	N/A	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)?:	NO	NO	NO

CAPITOL AVENUE POINT TABLE

POINT #	STATION	OFFSET	ELEV	DESC
10	47759+89.11	25.07' RT	ME	SW
11	47759+79.23	32.94' RT	ME	SW
12	47759+89.23	18.50' RT	ME	SW
13	47759+82.53	18.50' RT	601.82	SW
14	47759+79.23	17.00' RT	601.82	SW
15	47759+78.28	17.00' RT	601.89	SW
16	47759+89.23	15.00' RT	ME	SW
17	47759+82.53	15.00' RT	601.98	SW
18	47759+78.28	9.25' RT	601.98	SW
19	47759+89.23	9.25' RT	ME	SW
20	47759+89.32	21.00' LT	601.75	SW
21	47759+89.10	69.58' LT	ME	SW
22	47759+78.14	69.58' LT	601.97	SW
23	47759+89.10	75.33' LT	ME	SW
24	47759+82.80	75.33' LT	601.94	SW
25	47759+79.39	77.17' LT	601.96	SW
26	47759+78.34	77.17' LT	601.85	SW
27	47759+89.10	78.67' LT	ME	SW
28	47758+82.60	78.67' LT	601.93	SW
29	47758+89.10	83.83' LT	ME	SW
30	47758+79.79	83.83' LT	601.75	SW
30A	47759+89.10	93.28' LT	ME	SW
31	47760+54.28	25.79' RT	ME	SW
32	47760+61.70	24.19' RT	ME	SW
32A	47760+61.70	33.50' RT	ME	SW
33	47760+64.29	33.50' RT	ME	SW
34	47760+60.79	34.50' RT	601.82	SW
35	47760+64.28	17.00' RT	601.8	SW
36	47760+65.24	17.00' RT	601.79	SW
37	47760+54.28	15.00' RT	ME	SW
38	47760+60.78	15.00' RT	601.98	SW

CAPITOL AVENUE POINT TABLE

POINT #	STATION	OFFSET	ELEV	DESC
39	47760+54.28	9.25' RT	ME	SW
40	47760+60.04	9.25' RT	601.98	SW
40A	47760+64.29	13.50' RT	601.88	SW
41	47760+53.93	25.00' LT	602.39	SW
42	47760+54.10	69.58' LT	ME	SW
43	47760+64.86	69.58' LT	601.91	SW
44	47760+54.10	75.33' LT	ME	SW
45	47760+60.60	75.33' LT	601.94	SW
46	47760+54.10	77.17' LT	ME	SW
47	47760+64.96	77.17' LT	601.79	SW
48	47760+54.10	78.67' LT	ME	SW
49	47760+60.60	78.67' LT	601.83	SW
50	47760+54.10	83.83' LT	ME	SW
51	47760+64.10	83.83' LT	601.7	SW
53	47760+54.10	83.83' LT	ME	SW
53	47760+60.52	19.00' RT	ME	EOP
54	47760+36.52	19.00' RT	ME	EOP
55	47760+06.53	8.00' RT	ME	EOP
56	47760+25.53	9.00' RT	ME	EOP
57	47759+89.33	19.00' LT	MF	EOP
58	47760+53.53	39.00' LT	ME	EOP
59	47759+89.29	9.00' RT	ME	SW
60	47760+55.78	9.00' RT	ME	SW

HANDHOLE LOCATIONS

HANDHOLE	STATION	OFFSET
H1	60+60	35' RT
H2	63+82	34' RT

INTERCONNECT NOTES

1. INTERCONNECT CABLE SHALL BE PLACED WITHIN THE CWLP INNERDUCT IN STEEL CONDUIT TO BE CONSTRUCTED BY CWLP PRIOR TO USABLE SEGMENT VI.

2. INTERCONNECT CONDUIT PENETRATIONS AT CWLP MANHOLES SHALL BE DONE BY CWLP. NO JUNCTIONS OR SPLICES WILL BE PERMITTED IN THE CWLP MANHOLES. INTERCONNECT CABLES SHALL BE PULLED THROUGH CWLP MANHOLES FROM PULL POINTS OUTSIDE THE CWLP MANHOLES UNDER CWLP SUPERVISION.

HANSON

DESIGNED - SRN | REVISED -
DRAWN - JAP | REVISED -
CHECKED - SRN | REVISED -
DATE - 10/01/2024 | REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
ENLARGED PLAN - CAPITOL AVENUE

SCALE: | SHEET 1 OF 1 SHEETS | STA. TO STA.

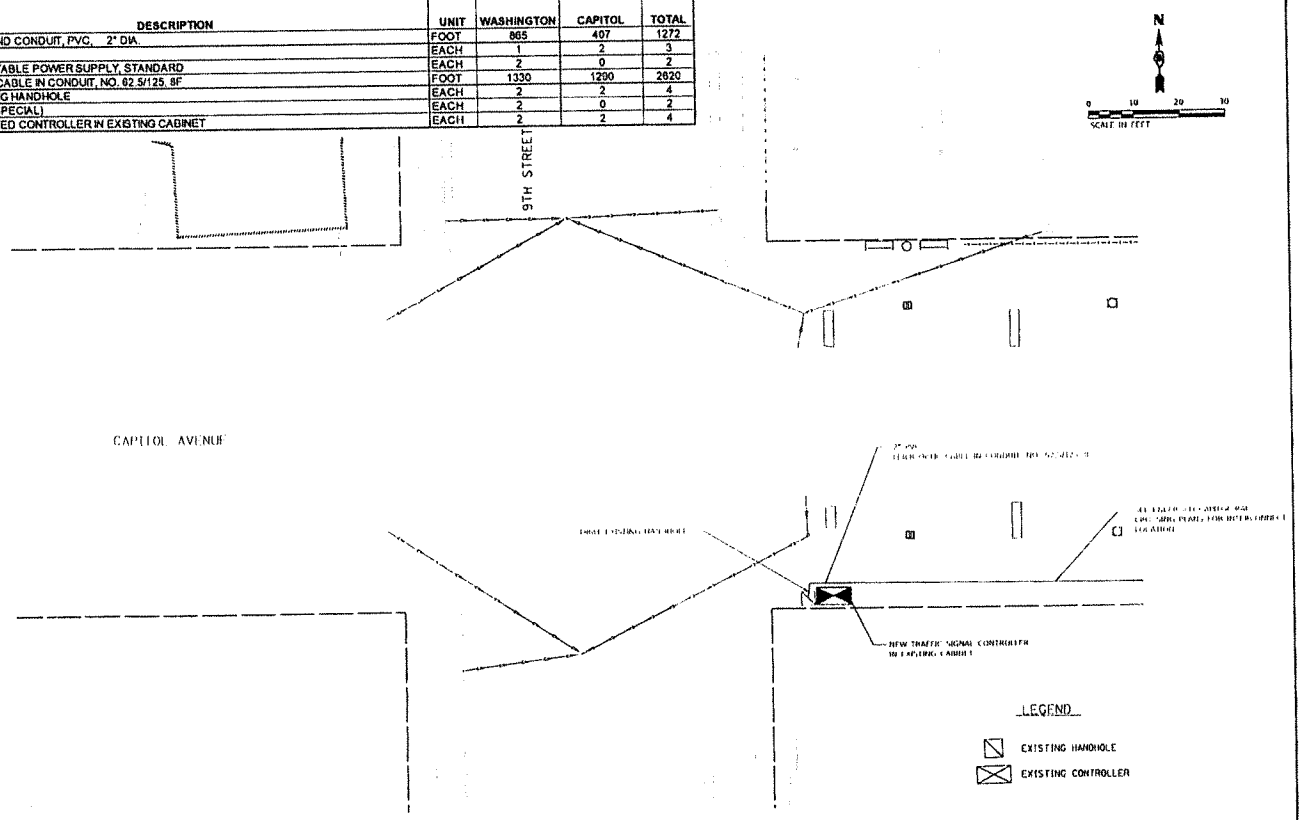
F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	09L01798	SANGAMON	FAI	257
		CONTRACT NO. 93773		

FINAL PLANS

EXHIBIT 1B

2021-524

PAY ITEM	DESCRIPTION	UNIT	WASHINGTON	CAPITOL	TOTAL
81028350	UNDERGROUND CONDUIT, PVC, 2" DIA.	FOOT	865	407	1272
81400100	HANDHOLE	EACH	1	2	3
86200200	UNINTERRUPTABLE POWER SUPPLY, STANDARD	EACH	2	0	2
87100120	FIBER OPTIC CABLE IN CONDUIT, NO. 62.5/125, 8F	FOOT	1330	1290	2620
87900200	DRILL EXISTING HANDHOLE	EACH	2	2	4
X8140105	HANDHOLE (SPECIAL)	EACH	2	0	2
X8570215	FULL-ACTUATED CONTROLLER IN EXISTING CABINET	EACH	2	2	4



HANSON

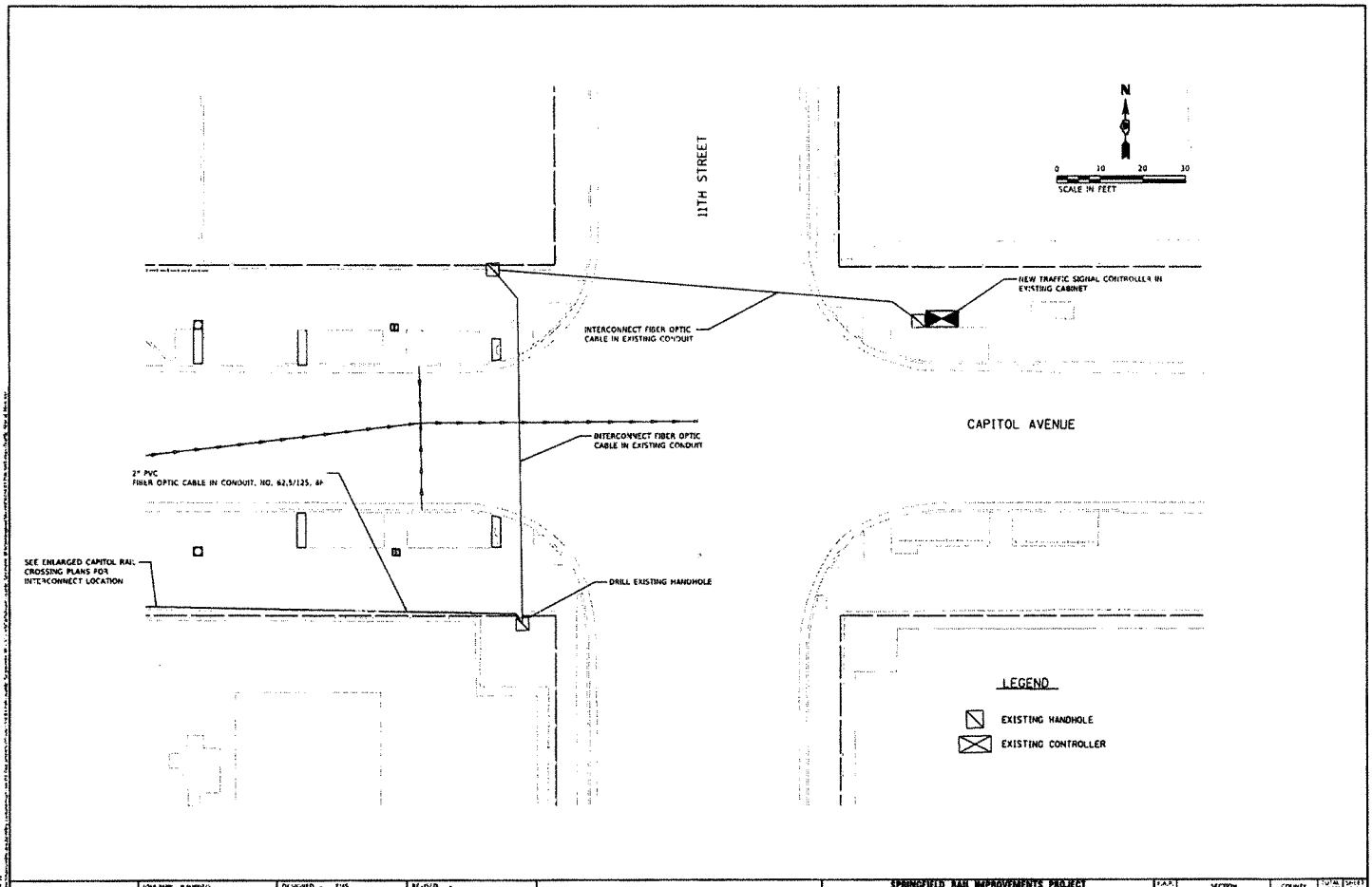
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TRAFFIC SIGNAL PLAN – 9TH AND CAPITOL

FINAL PLANS

EXHIBIT 1B

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

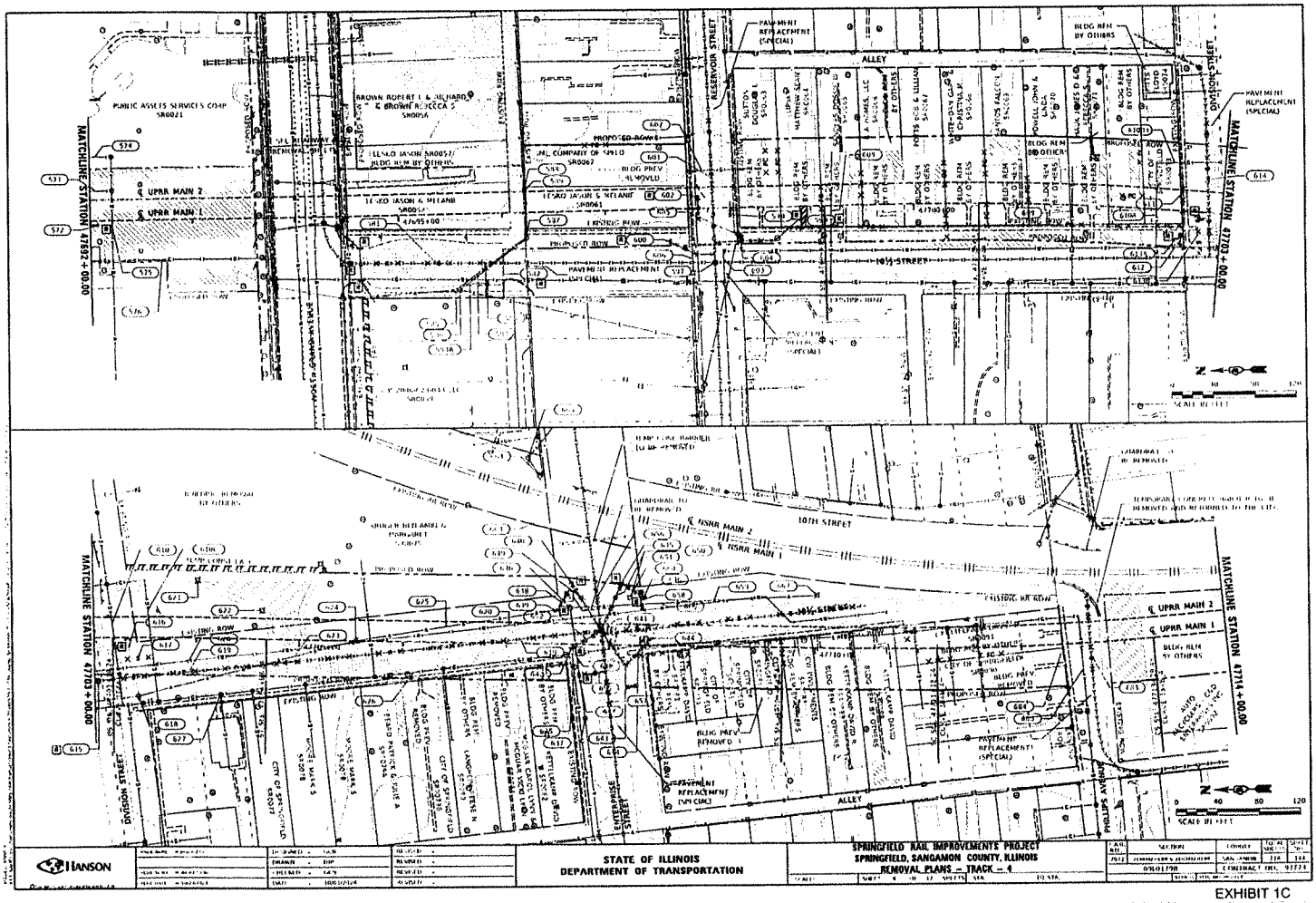
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TRAFFIC SIGNAL PLAN – 11TH AND CAPITOL

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7973	09L01798	SANGAMON	714	348

CONTRACT NO. 93773

FINAL PLANS

EXHIBIT 1B



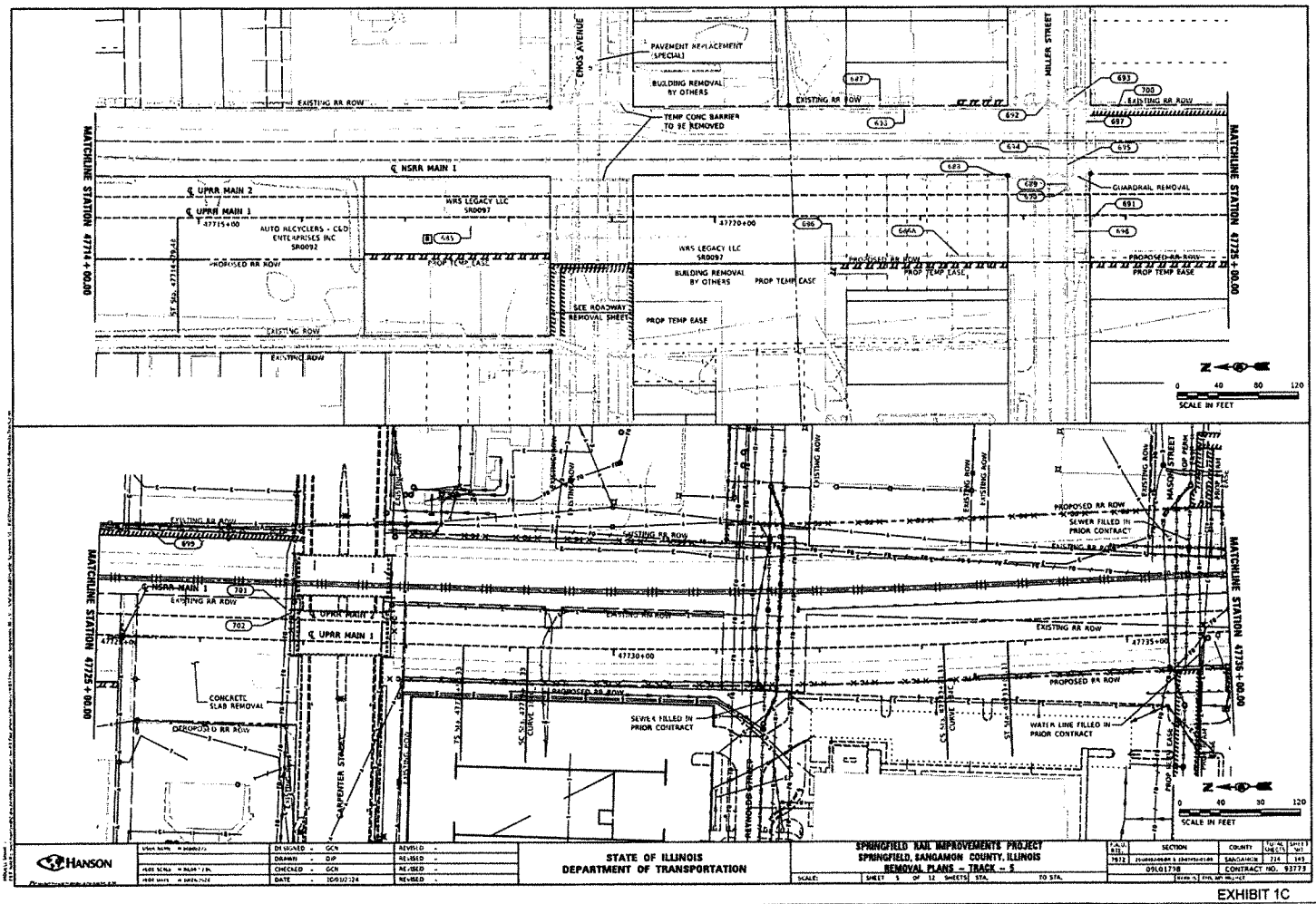
FINAL PLANS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD K&L IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 4

EXHIBIT 1C

2024-544



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

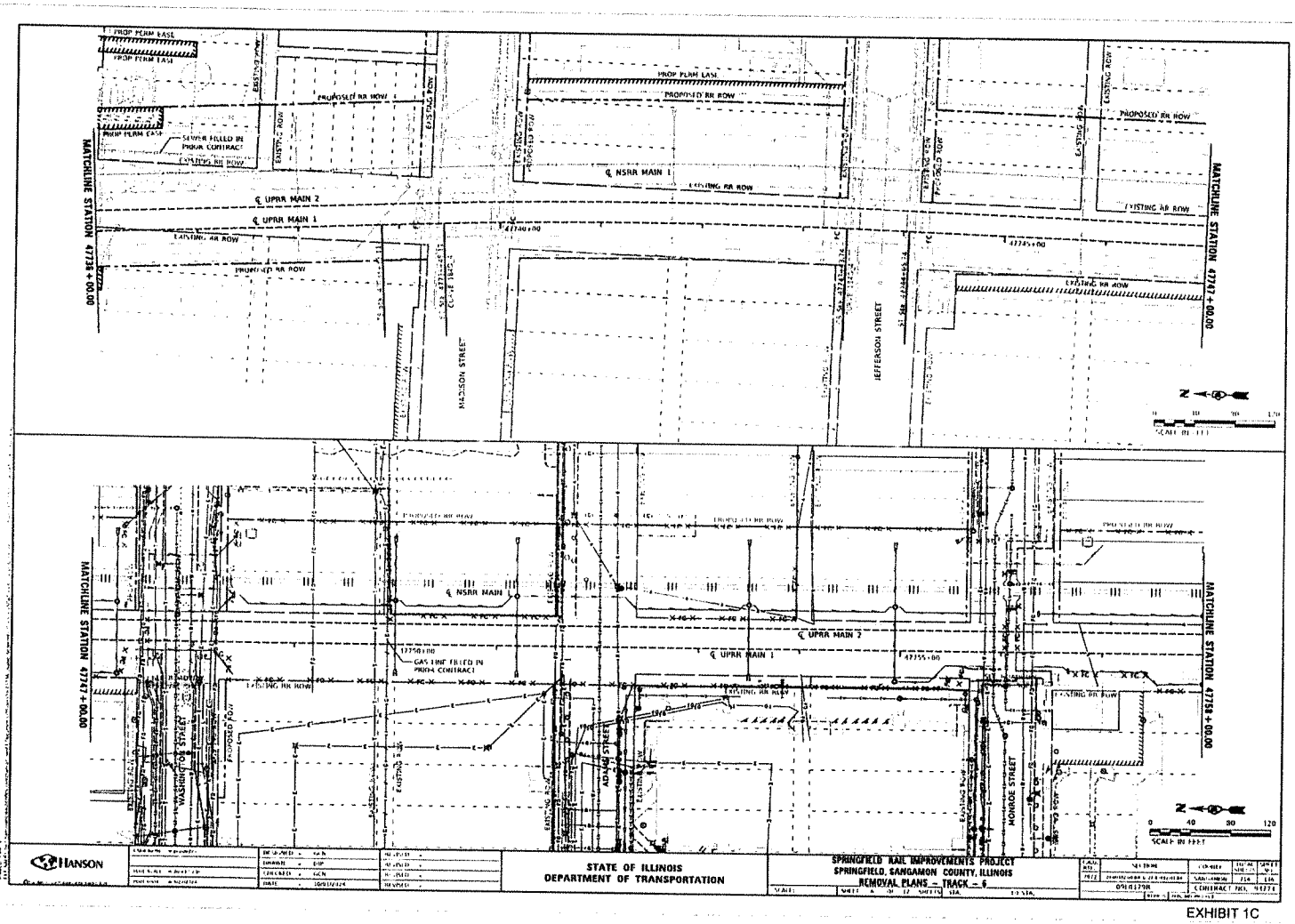
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 5

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	09L01738	SANGAMON	724	145
		CONTRACT NO. 93779		

FINAL PLANS

EXHIBIT 1C

2024-524



HANSON

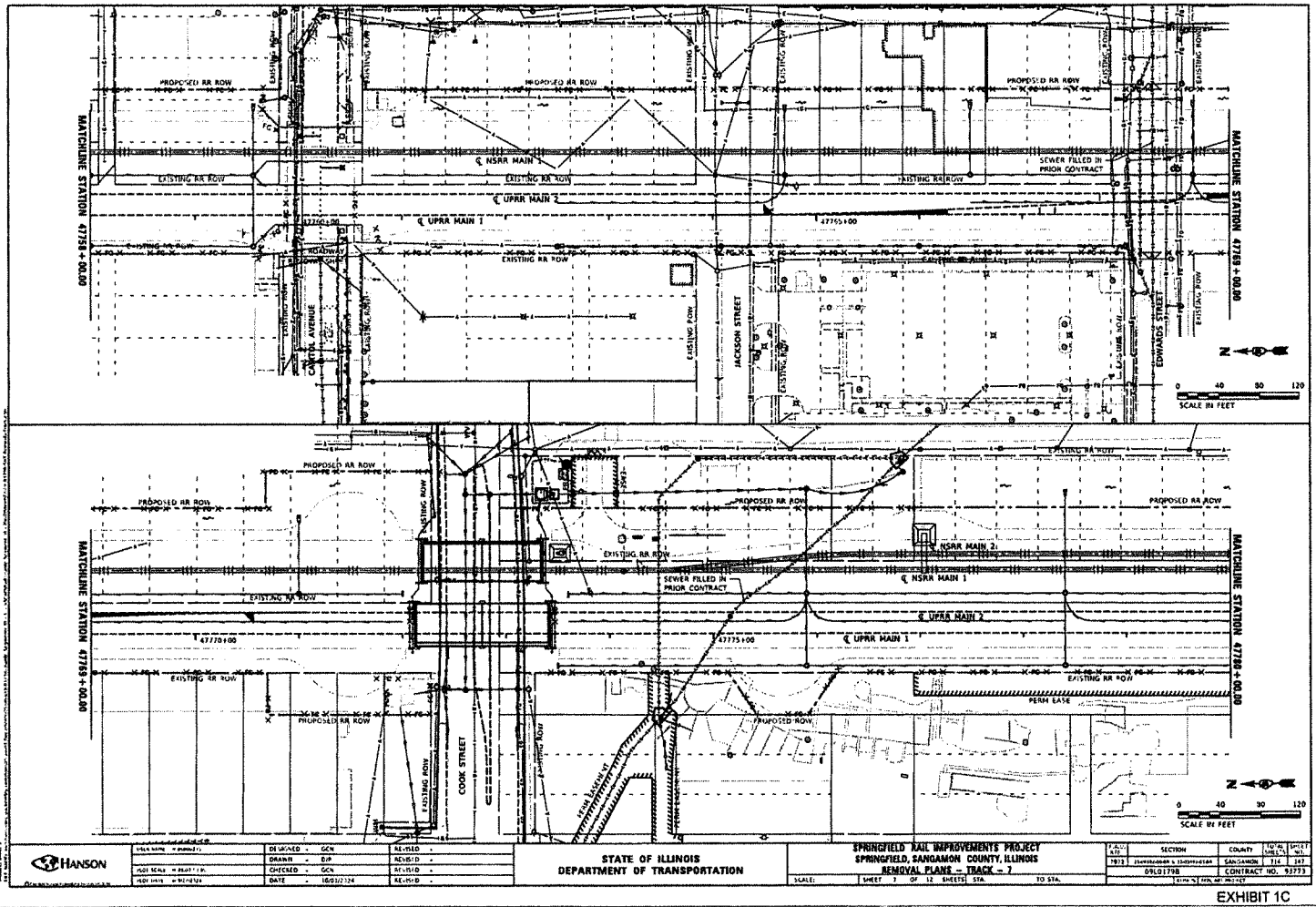
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 6

FINAL PLANS

EXHIBIT 1C

2024-524



FINAL PLANS

HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 7

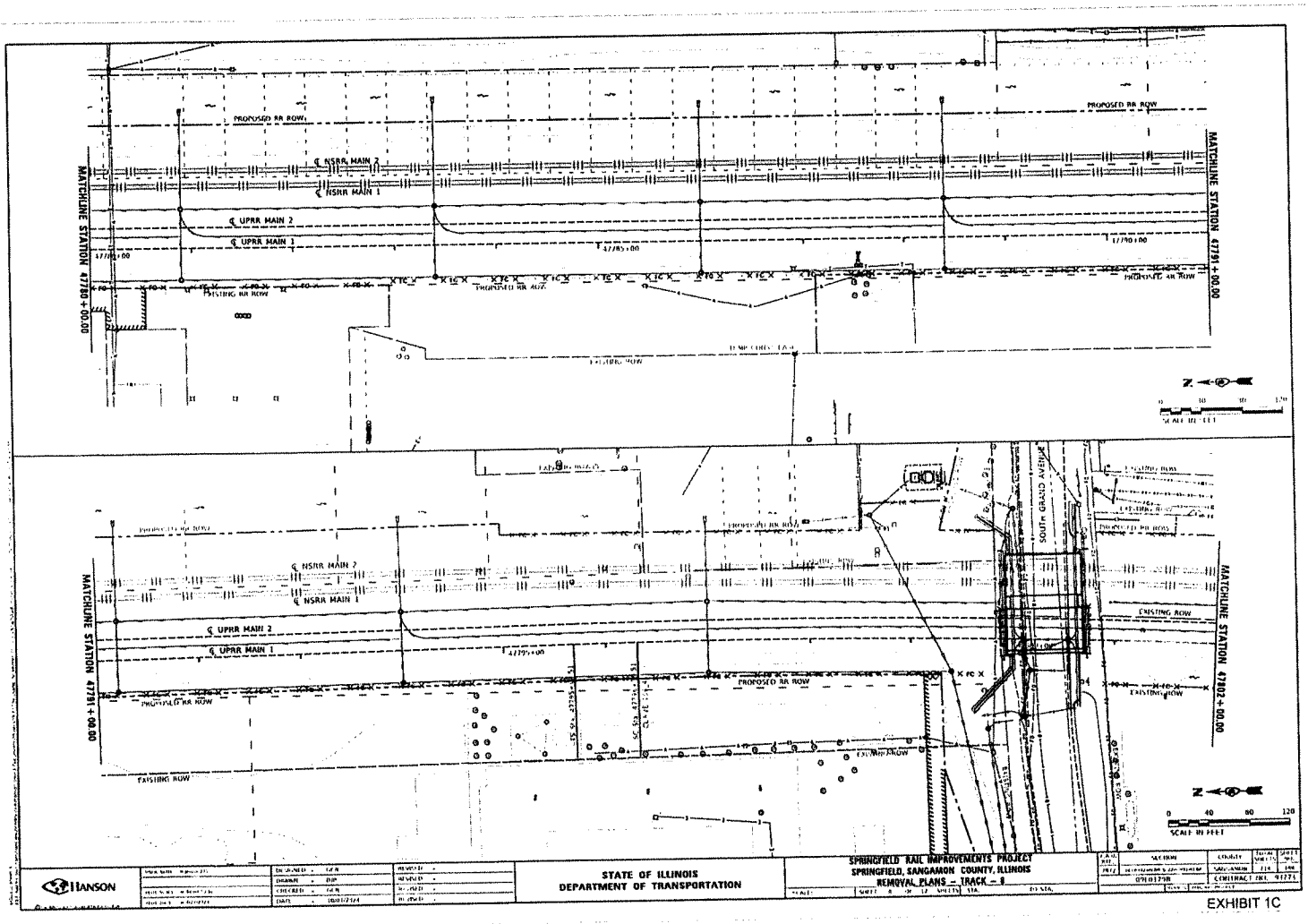
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DRAWN - DJP	REVISED -
CHECKED - GCN	REVISED -
DATE - 10/01/2024	REVISED -

SCALE: SHEET 7 OF 12 SHEETS STA. TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7013	09L01798	SANGAMON	116	147
		CONTRACT NO. 93773		

EXHIBIT 1C

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

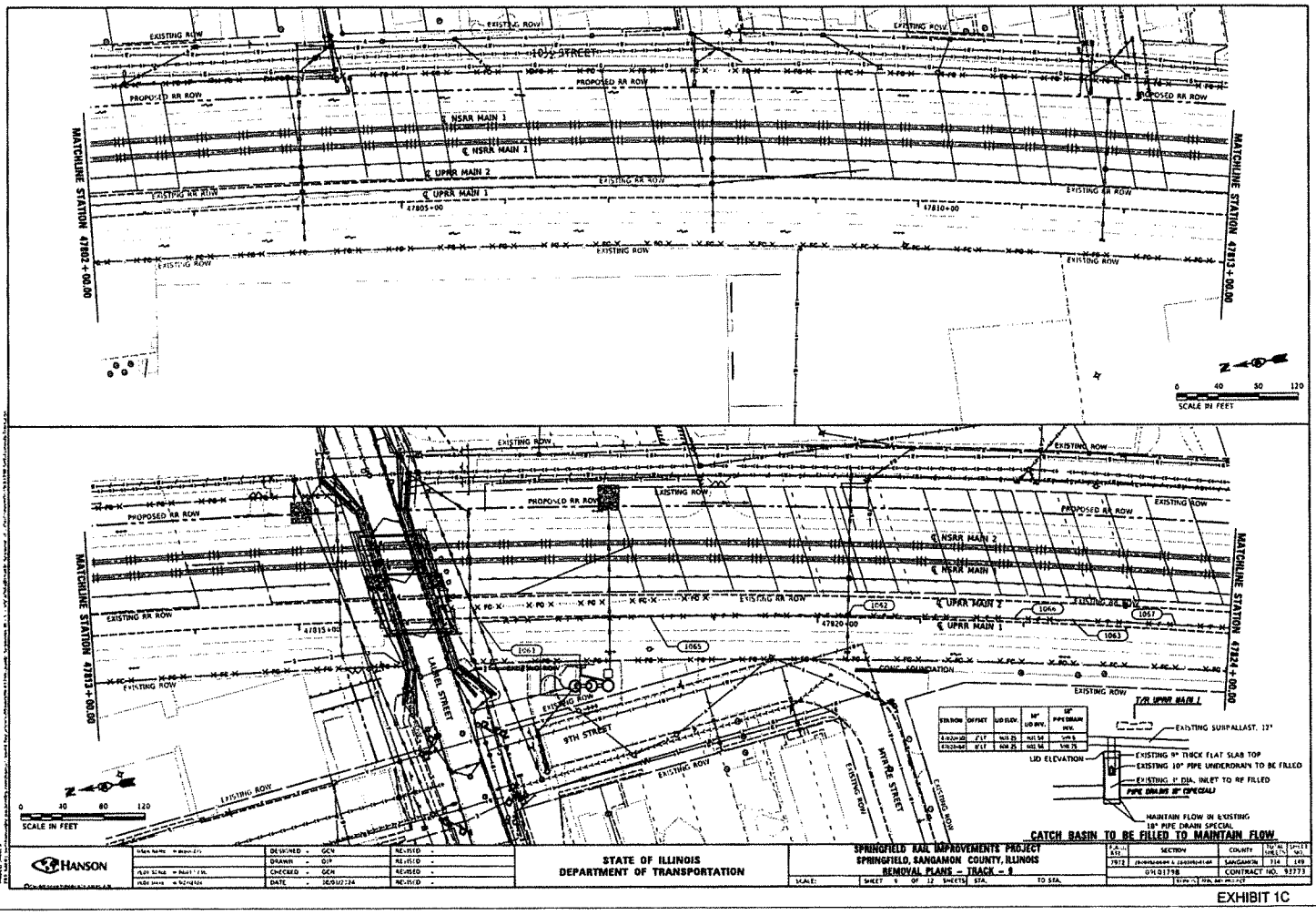
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 8

SECTION
COUNTY
SANGAMON
CONTRACT NO. 91771

FINAL PLANS

EXHIBIT 1C

2024-524



FINAL PLANS

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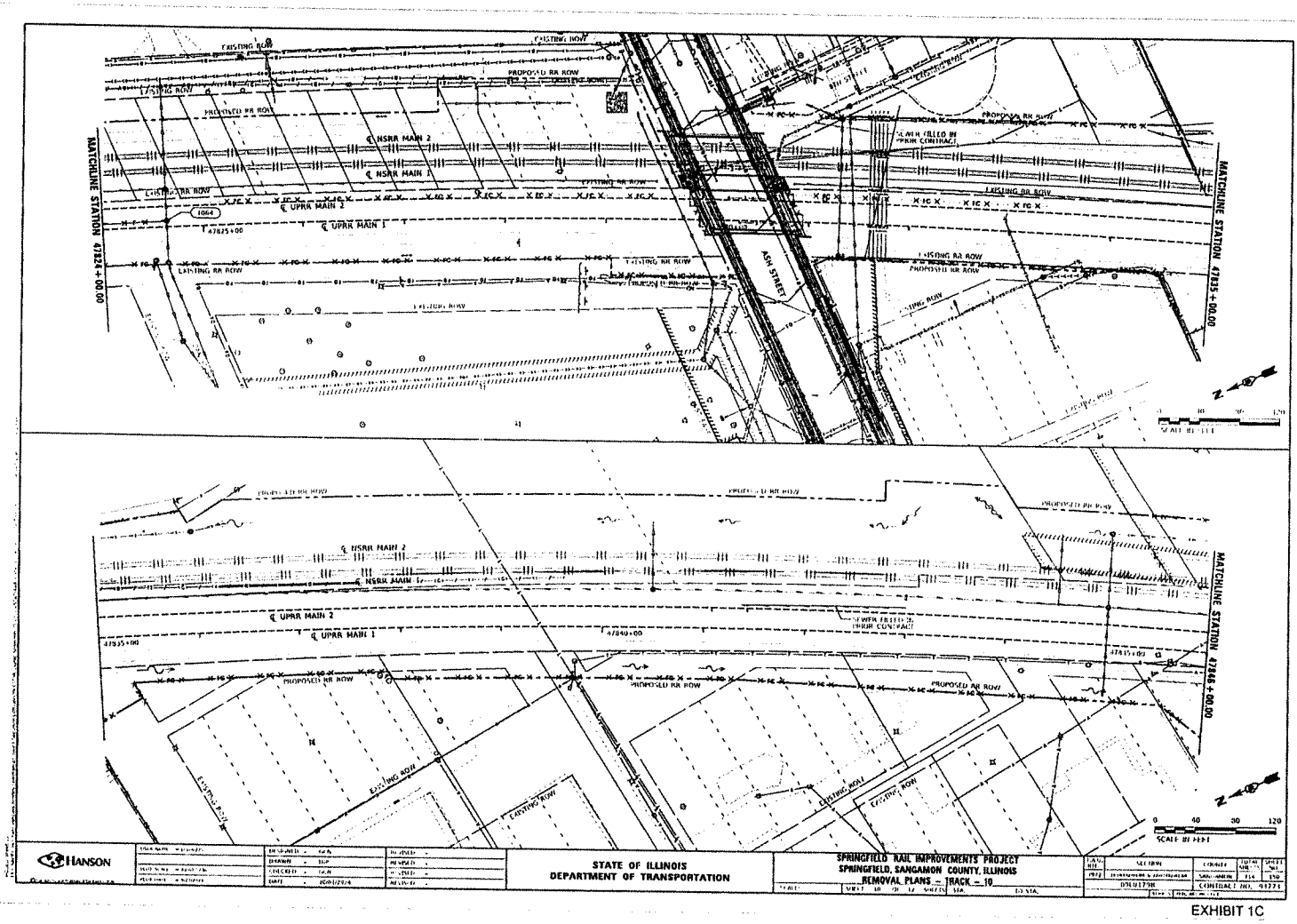
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 8

SECTION | COUNTY | CONTRACT NO. 93773

EXHIBIT 1C

2024-524



HANSON

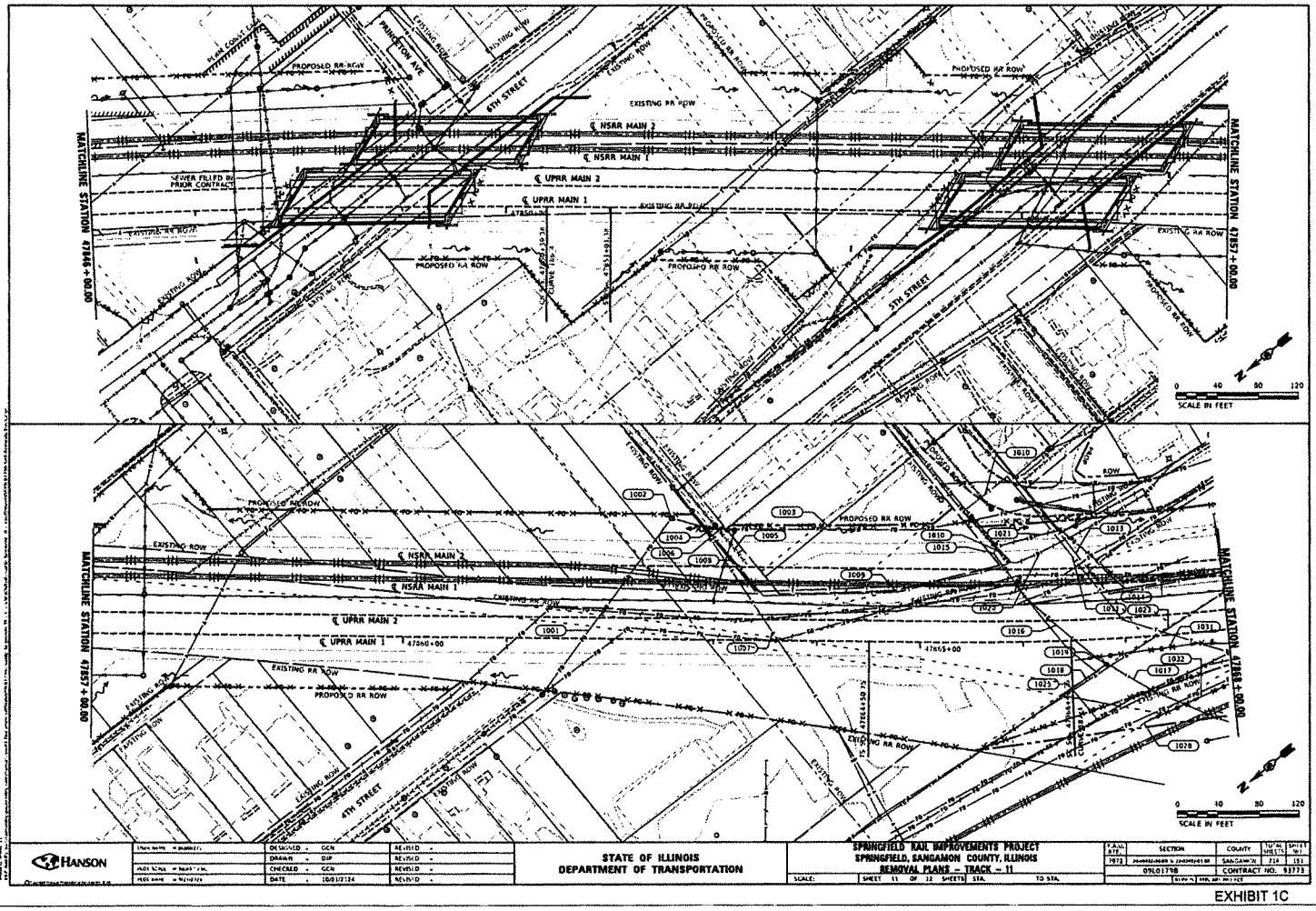
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 10

FINAL PLANS

EXHIBIT 1C

2021-524



HANSON

DESIGNED	GCN	REVISED	-
DRAWN	DJP	REVISED	-
CHECKED	GCN	REVISED	-
DATE	10/01/2024	REVISED	-

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS – TRACK – 11

SCALE: | SHEET 11 OF 12 SHEETS | STA. | TO STA.

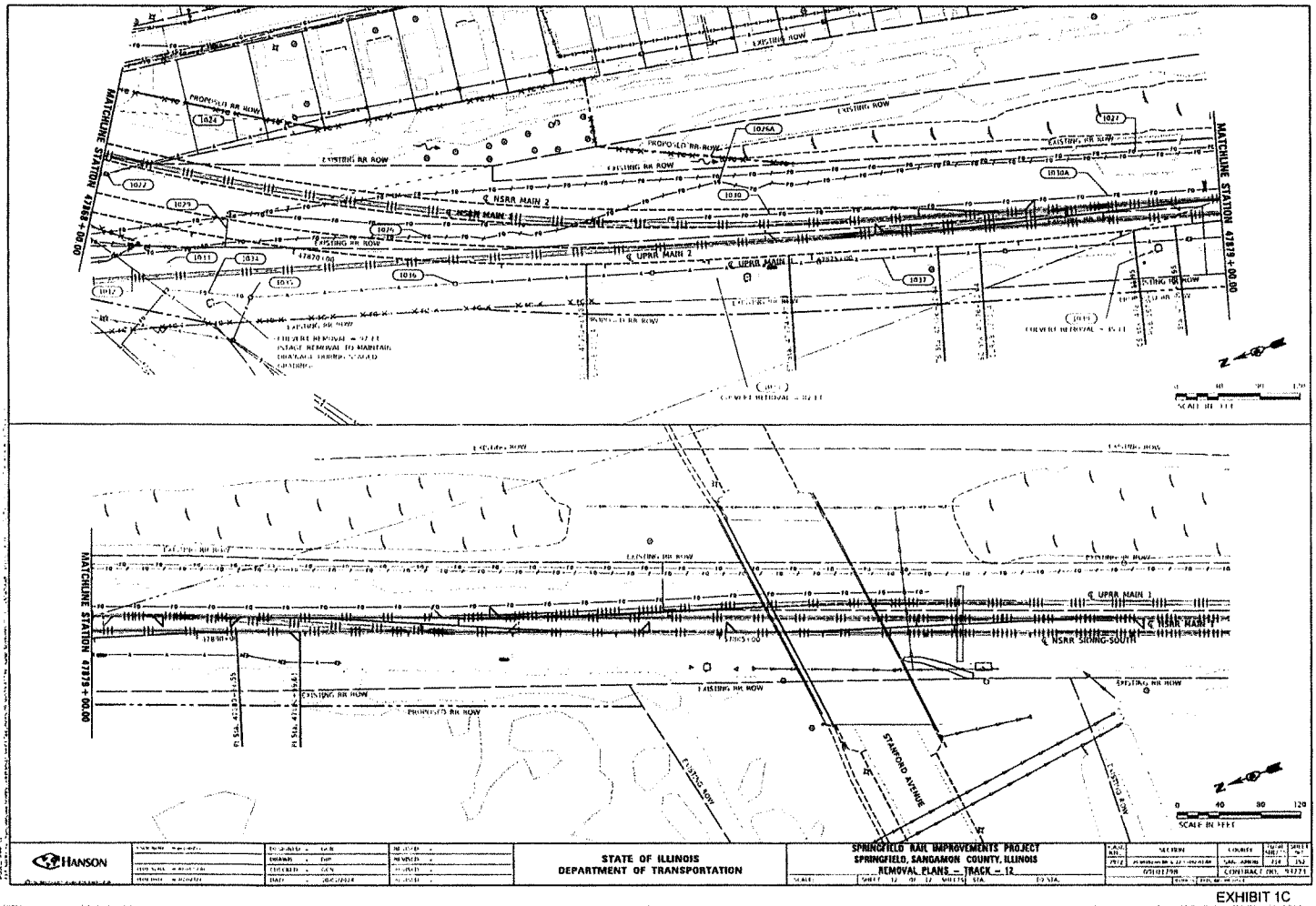
F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1972	[illegible]	SANGAMON	218	151
	09L01TSR	CONTRACT NO. 93773		

ILLINOIS FED. AID PROJECT

FINAL PLANS

EXHIBIT 1C

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

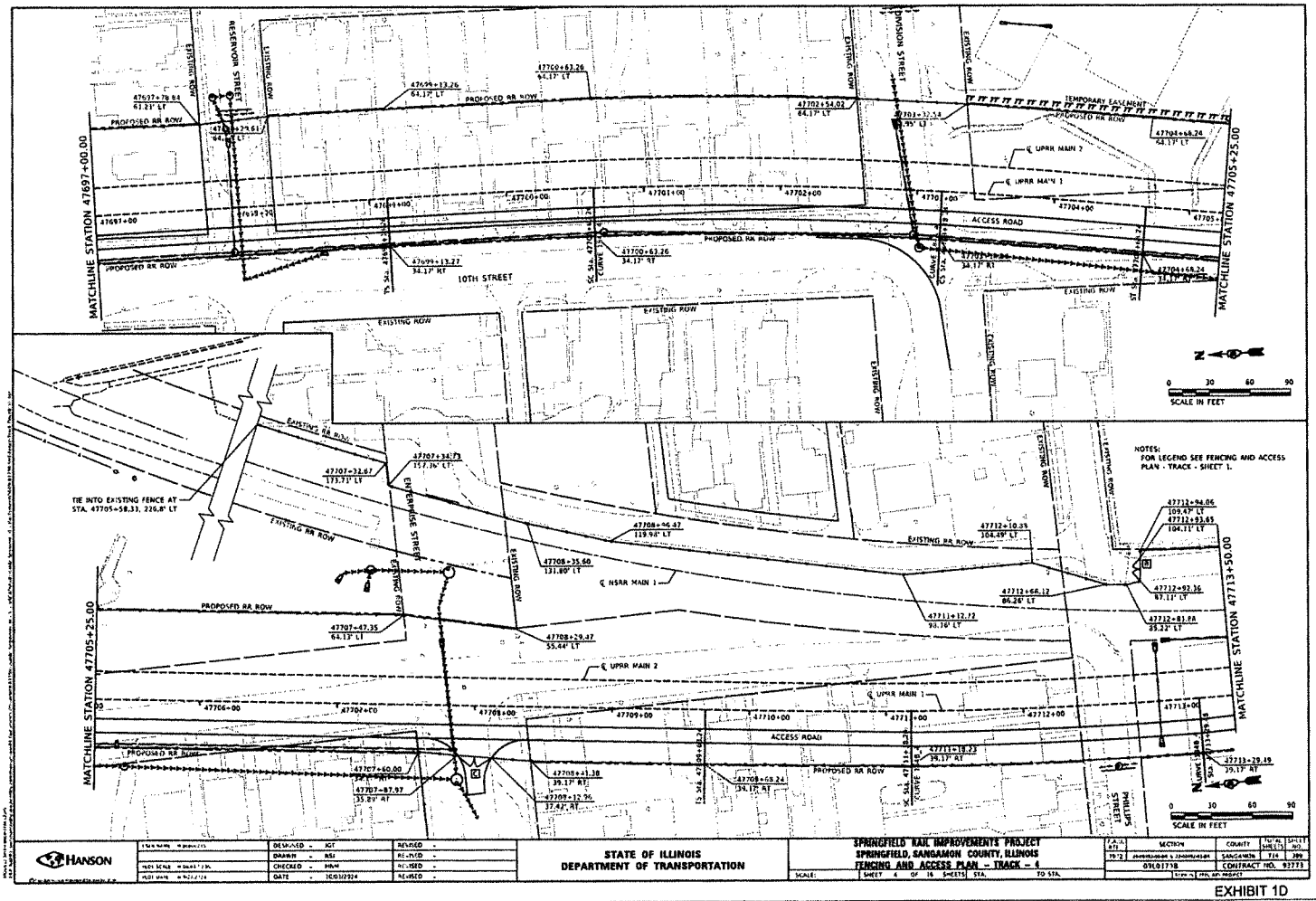
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
REMOVAL PLANS — TRACK — 12

CONTRACT NO. 91771

FINAL PLANS

EXHIBIT 1C

2024-524



HANSON

DESIGNED - JGT
DRAWN - RSJ
CHECKED - MAW
DATE - 10/01/2024

REVISED -
REVISED -
REVISED -
REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN - TRACK - 4

SCALE:
SHEET 4 OF 16 SHEETS STA. TO STA.

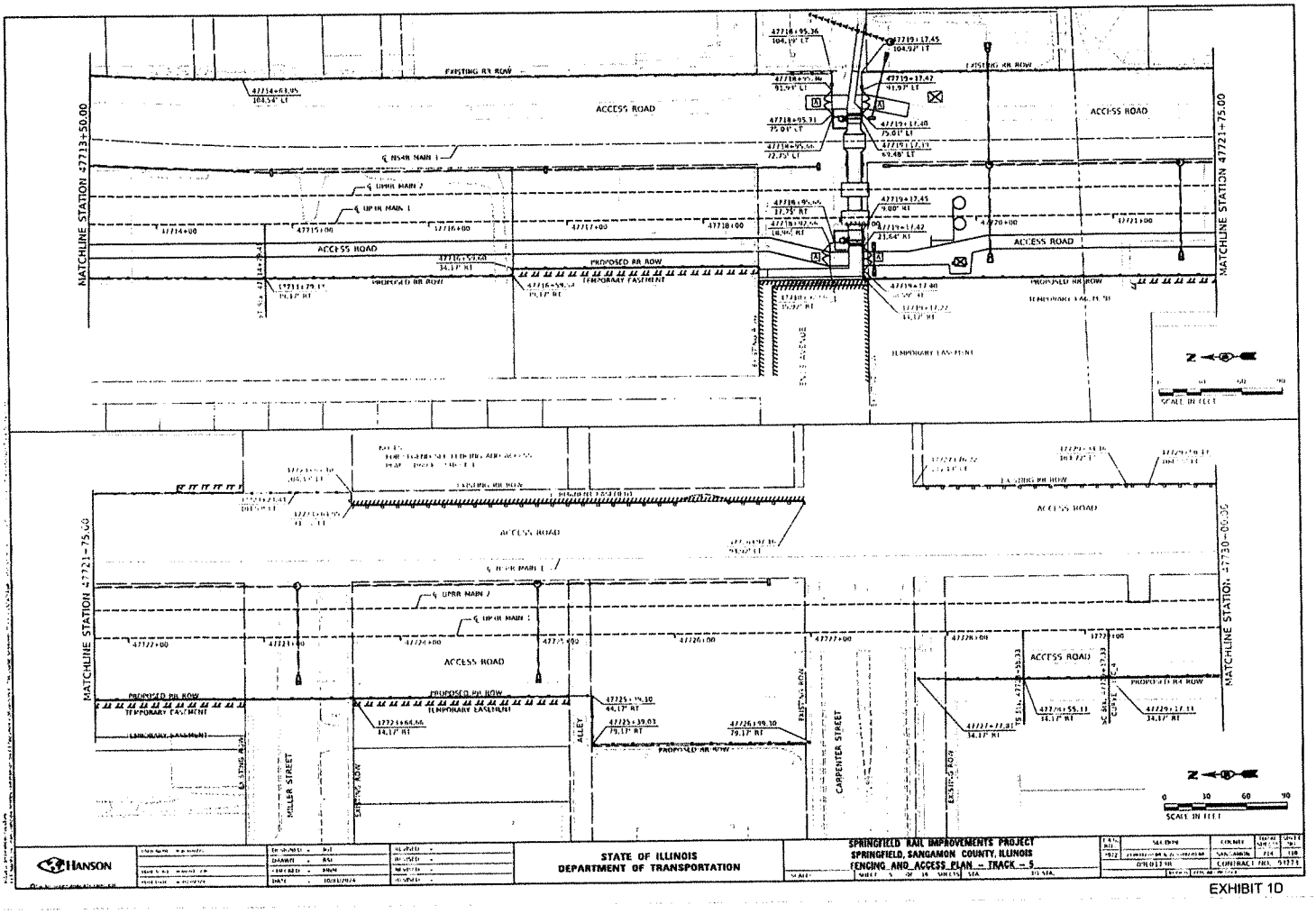
F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
70 *2		SANGAMON	716	399
	091.0173B	CONTRACT NO. 92773		

FED. AID PROJECT

FINAL PLANS

EXHIBIT 1D

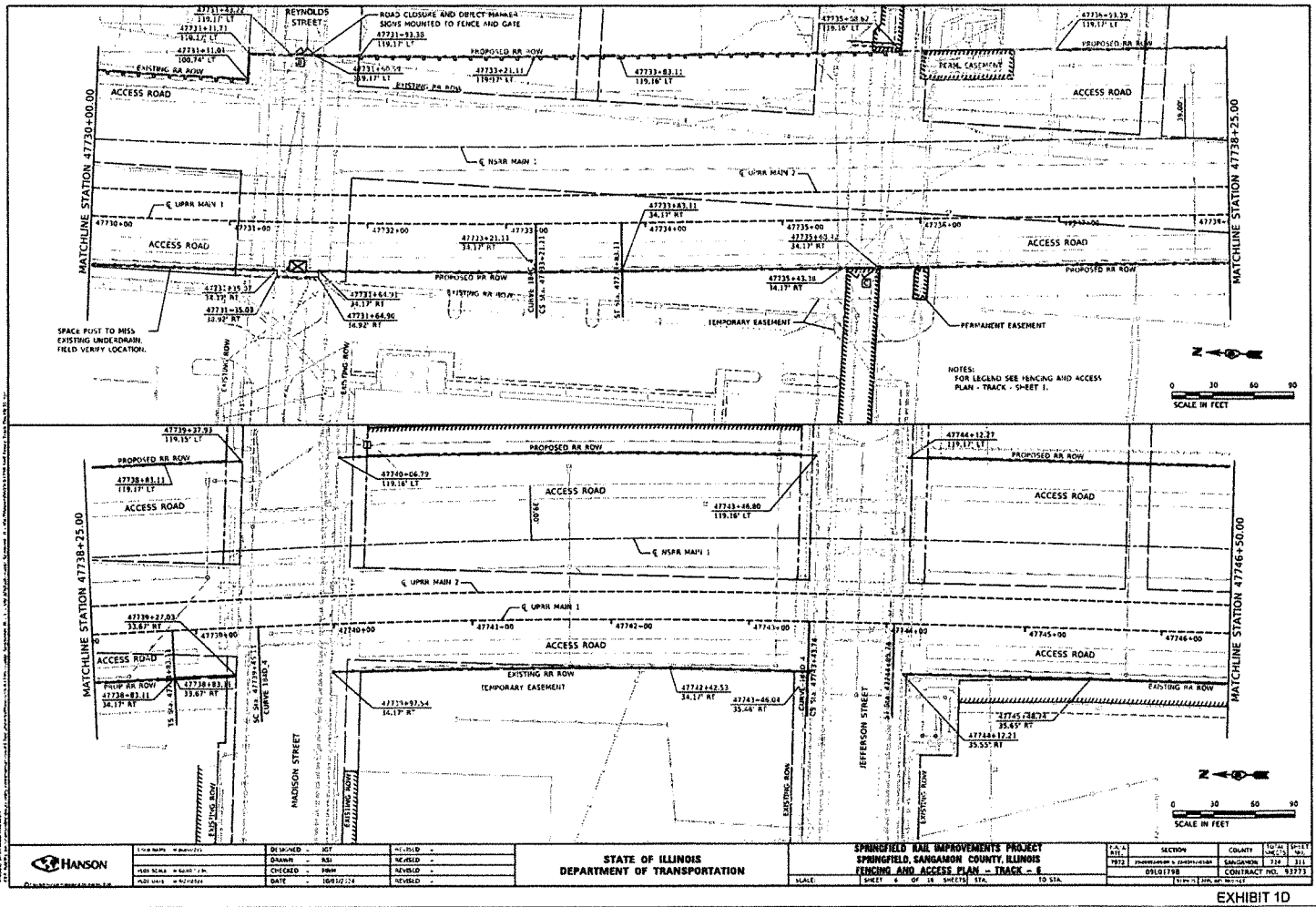
2024-524



FINAL PLANS

EXHIBIT 1D

2024-524



FINAL PLANS

HANSON

DESIGNED	JGT	REVISED
DRAWN	RSJ	REVISED
CHECKED	MHM	REVISED
DATE	10/03/2024	REVISED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

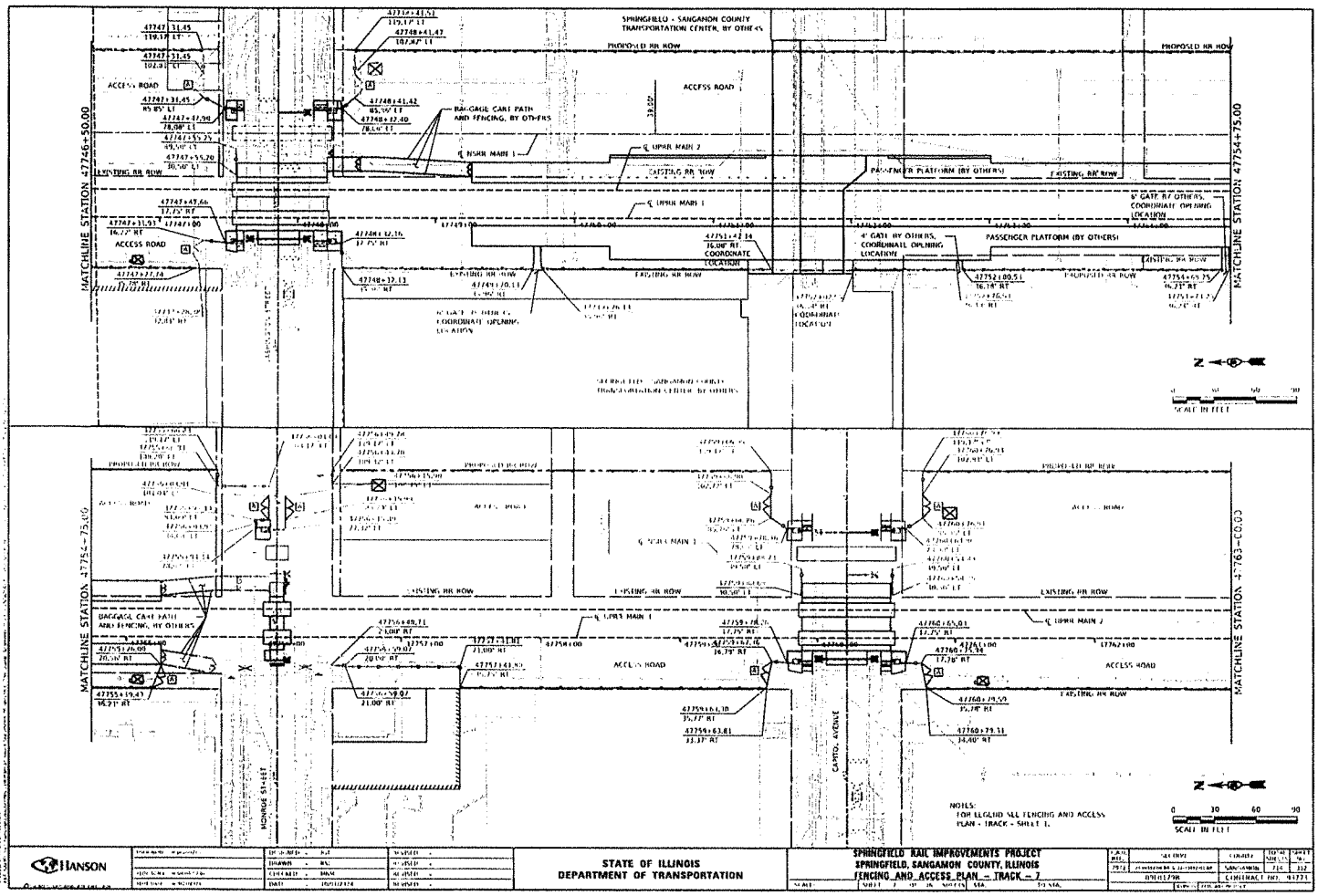
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN – TRACK – 6

SCALE | SHEET 6 OF 16 SHEETS | STA. | TO STA.

F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1972		SANGAMON	334	331
	09L0179B	CONTRACT NO. 93773		

EXHIBIT 1D

2024-534

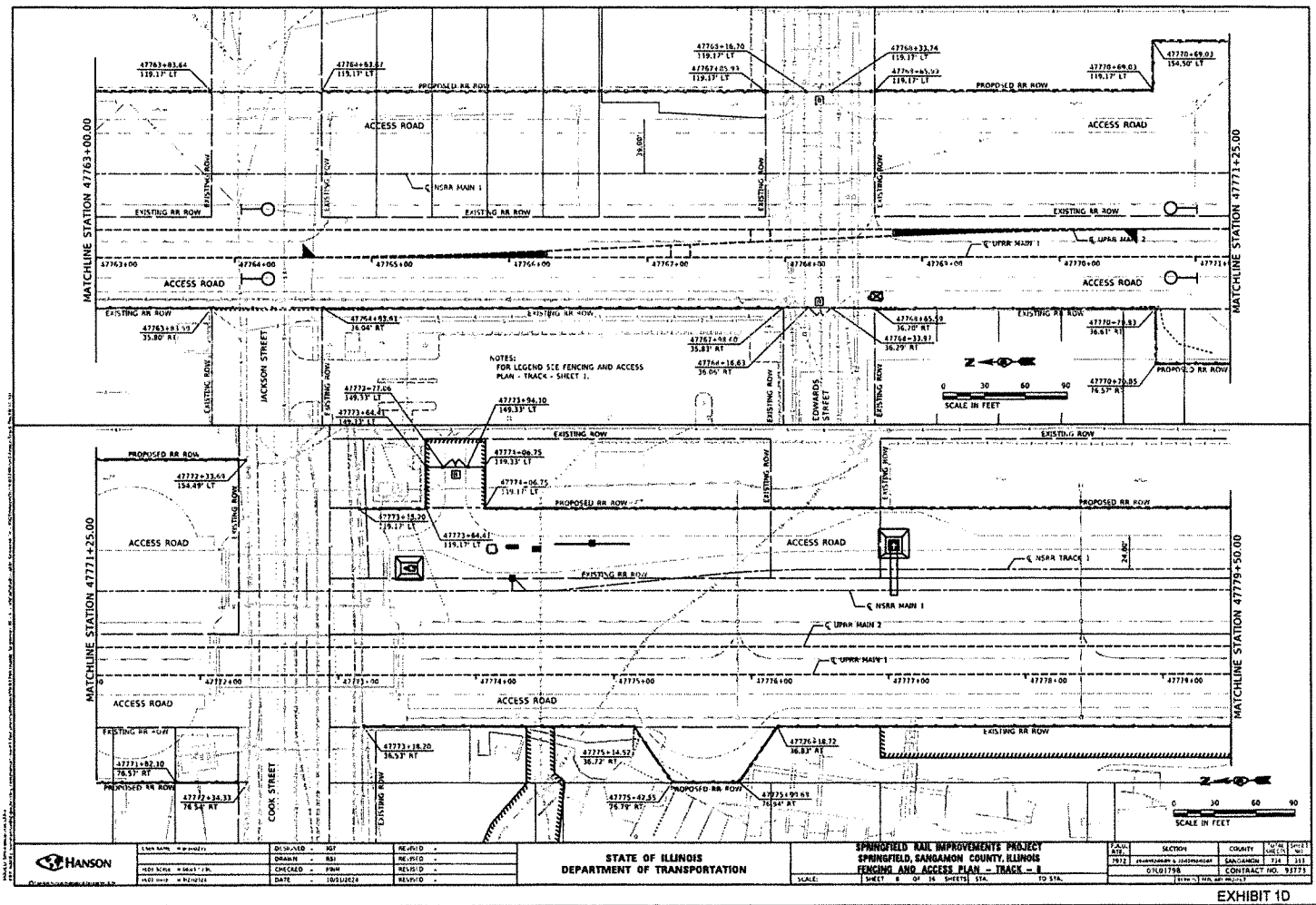


HANSON	DESIGNED - RJL DRAWN - BNL CHECKED - BNM DATE 10/01/2024	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS FENCING AND ACCESS PLAN – TRACK – 2

FINAL PLANS

EXHIBIT 1D

2024-524



FINAL PLANS

HANSON

USER NAME = gmoody	DESIGNED - KJF	REVISED -	
PLOT SCALE = 1.0000 '/ IN.	DRAWN - RSI	REVISED -	
PLOT DATE = 10/15/2024	CHECKED - PRM	REVISED -	
	DATE - 10/15/2024	REVISED -	

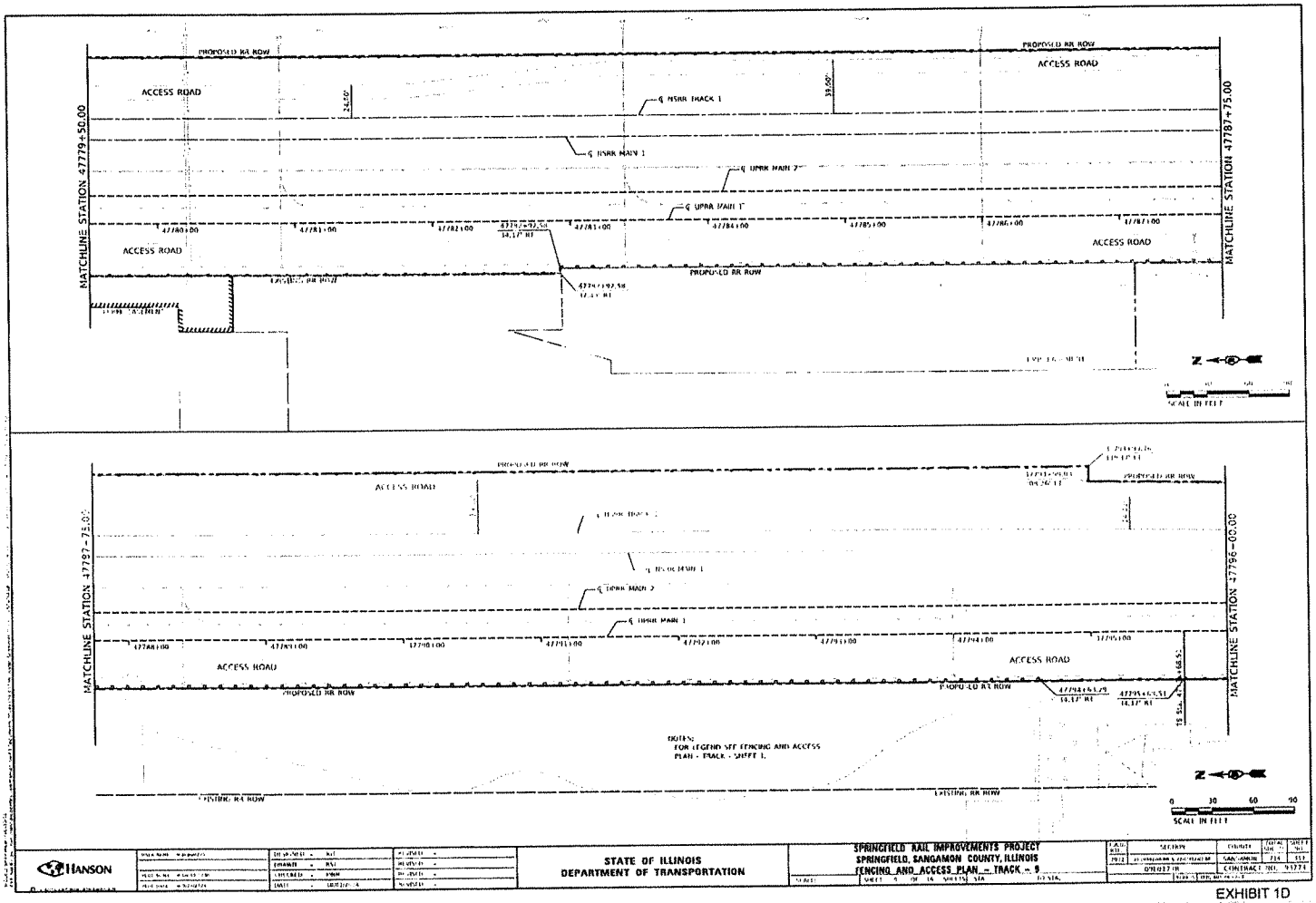
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN - TRACK - 8
SCALE: SHEET 8 OF 16 SHEETS STA. TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7072	(RAILROAD & HIGHWAY)	SANGAMON	724	333
	07L01798	CONTRACT NO. 93775		
		FED. AID PROJECT		

EXHIBIT 1D

2024-584

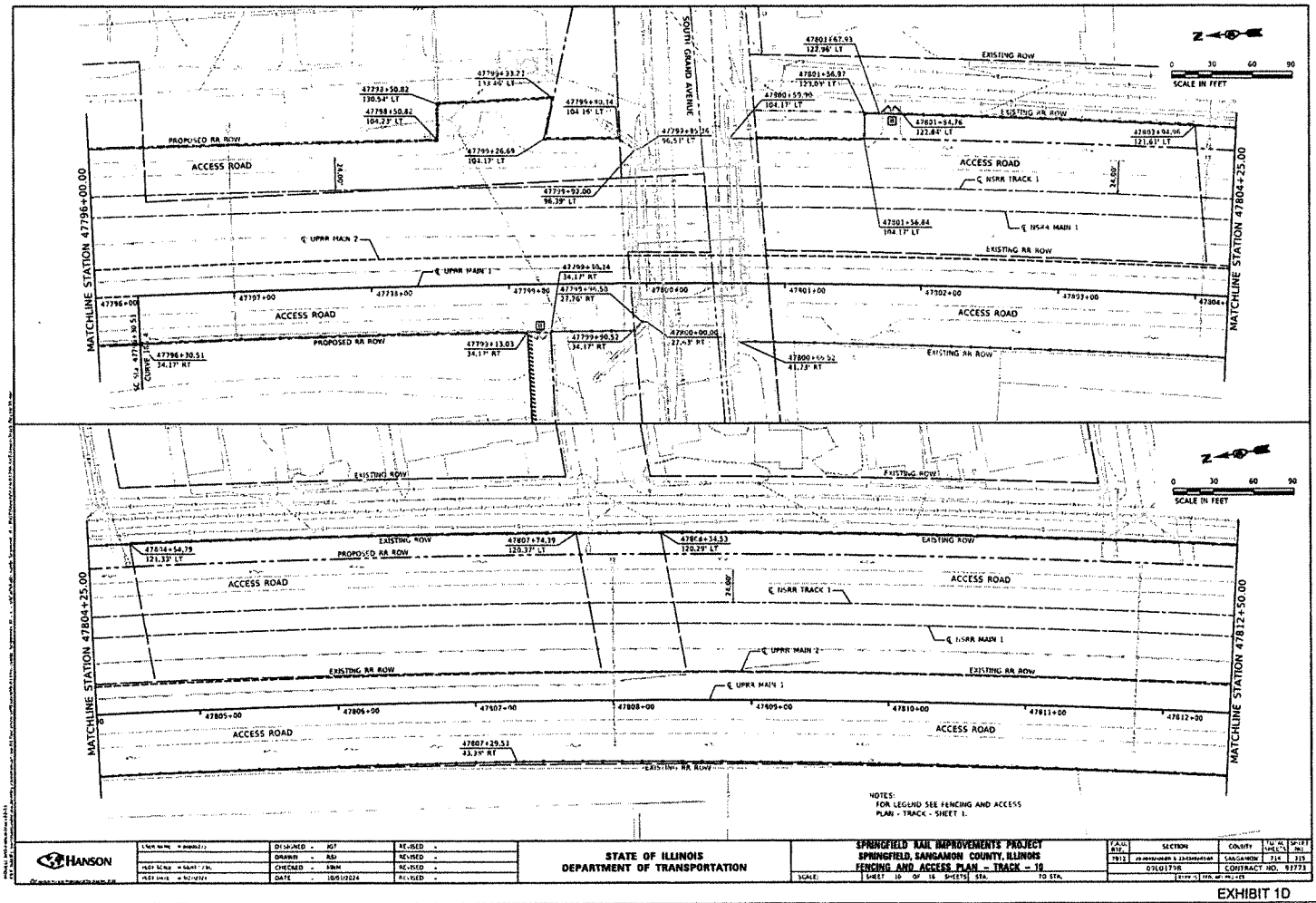


FINAL PLANS

Hanson				STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS FENCING AND ACCESS PLAN – TRACK – 9	FAP NO.	SECTION

EXHIBIT 1D

2024-524



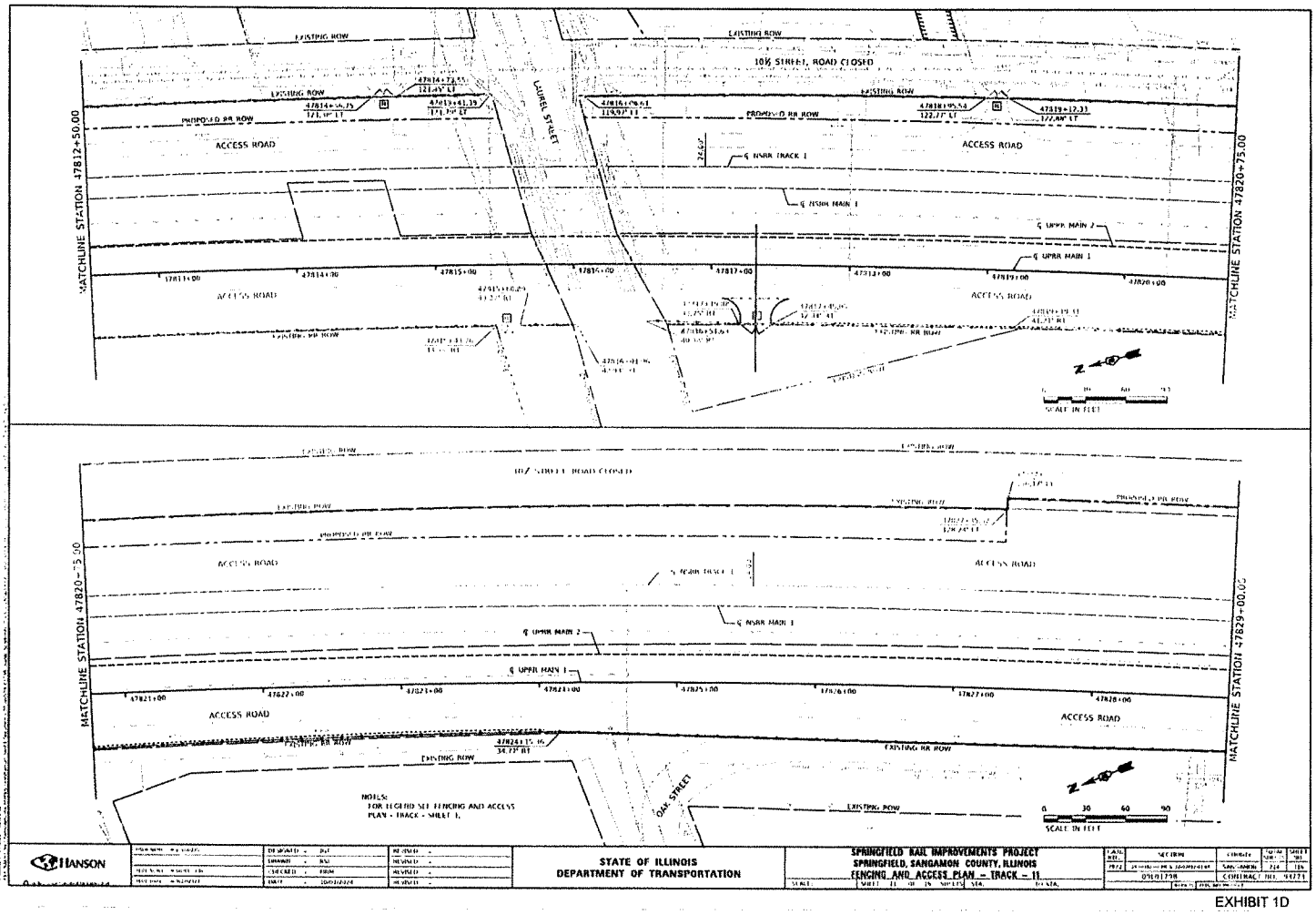
NOTES:
FOR LEGEND SEE FENCING AND ACCESS PLAN - TRACK - SHEET 1.

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	DRAWN - RSJ	REVISED -	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS FENCING AND ACCESS PLAN - TRACK - 10
	CHECKED - MMM	REVISED -	SCALE: SHEET 10 OF 16 SHEETS STA. TO STA.
	DATE - 10/01/2024	REVISED -	F.A.P. RTE. 7912 SECTION 09L0179R COUNTY SANGAMON TOTAL SHEETS 316 SHEET NO. 315 CONTRACT NO. 93773

FINAL PLANS

EXHIBIT 1D

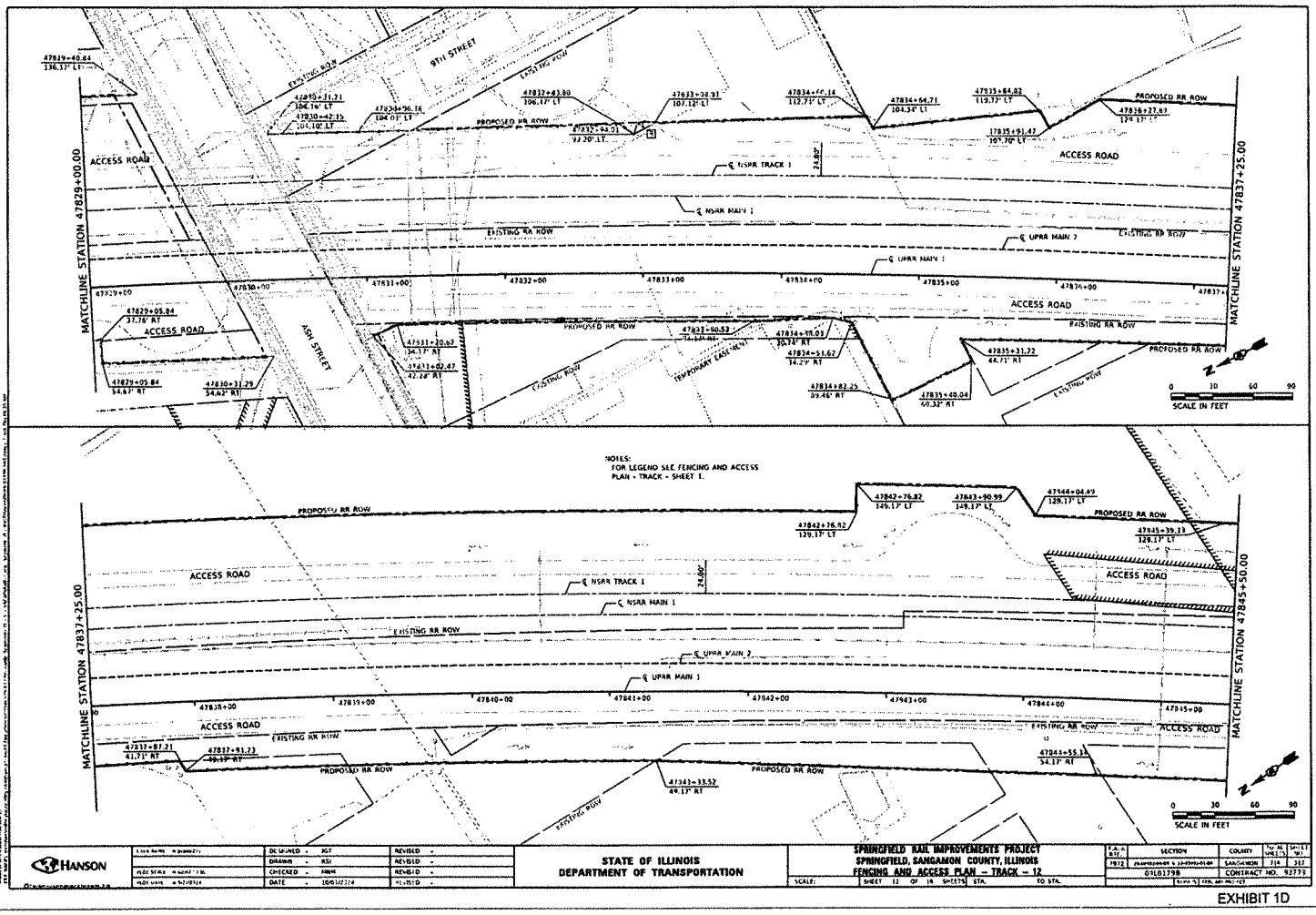
2021-524



FINAL PLANS

EXHIBIT 1D

2024-524



NOTES:
FOR LEGEND SEE FENCING AND ACCESS PLAN - TRACK - SHEET 1.

FINAL PLANS

HANSON

DESIGNED	JGT	REVISED
DRAWN	RSI	REVISED
CHECKED	MMK	REVISED
DATE	10/01/2024	REVISED

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

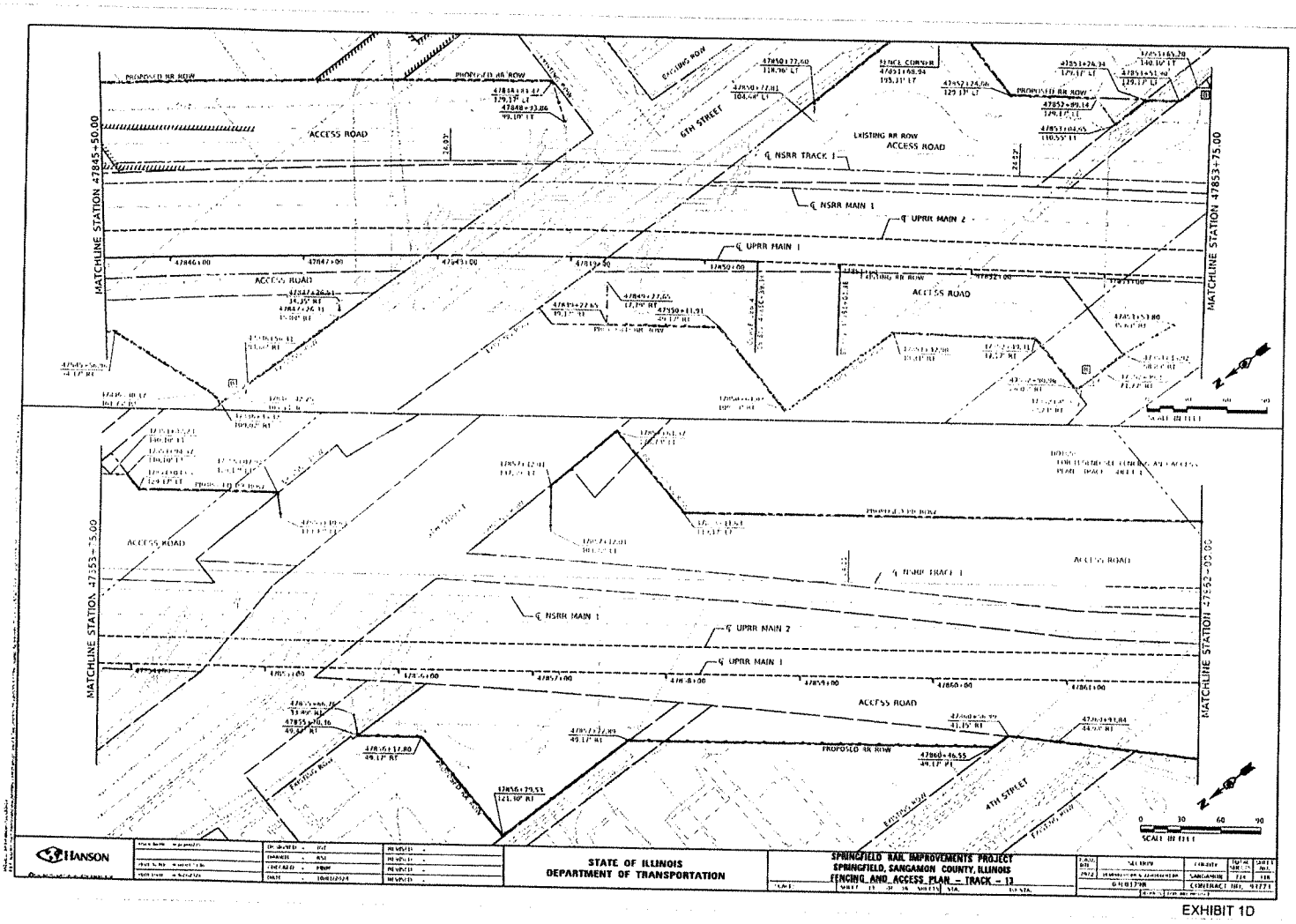
SPRINGFIELD KAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN – TRACK – 12

SCALE: | SHEET 12 OF 18 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEET NO.	SHEET NO.
7812	25-00109-00-RS & 25-00109-01-GM	SANGAMON	714	317
	09L01798	CONTRACT NO. 92773		
	FED. ROAD DIST. NO.	FED. AID PROJECT		

EXHIBIT 1D

2024-524



Hanson

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

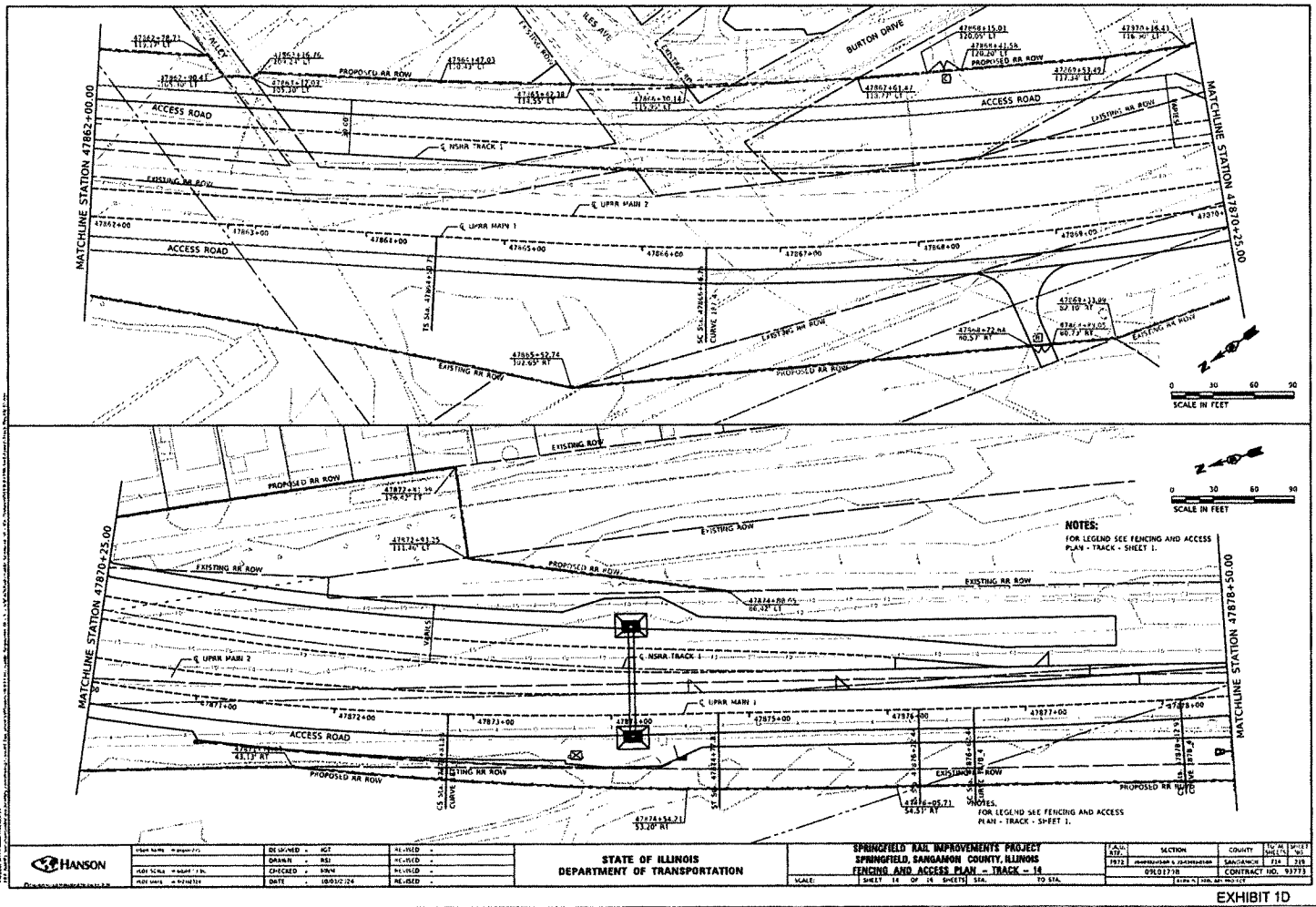
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN – TRACK – 12

SECTION: GH81798
COUNTY: SANGAMON
CONTRACT NO. 91771

FINAL PLANS

EXHIBIT 1D

2024-524

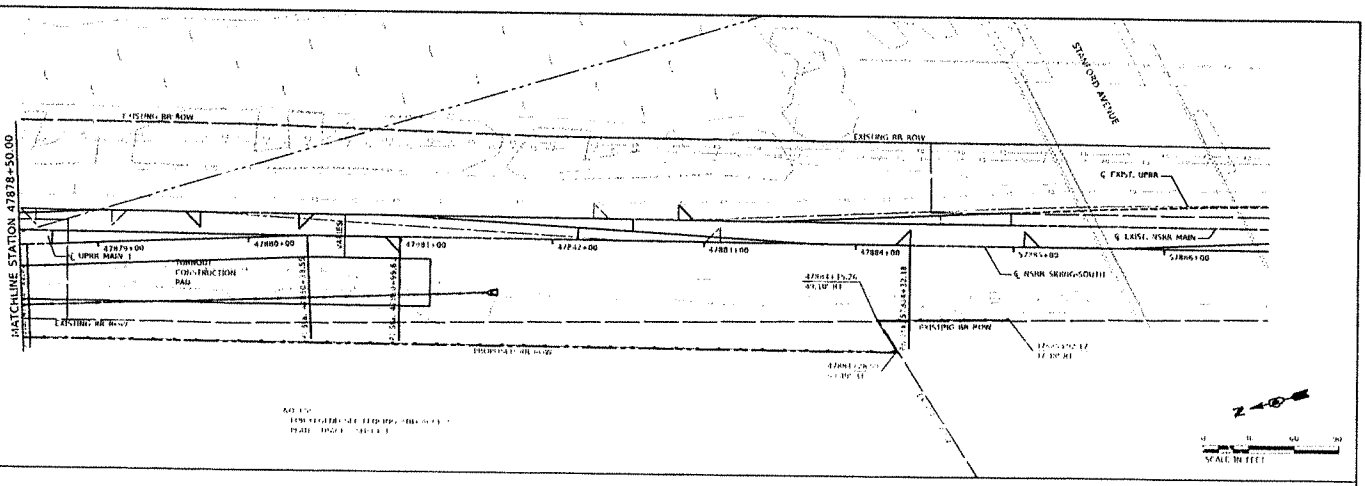


HANSON	DESIGNED - KGT	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS FENCING AND ACCESS PLAN - TRACK - 1A	F.A.U. RTE. 7972 · SECTION · COUNTY SANGAMON · TOTAL SHEETS 216 · SHEET NO. 215
	DRAWN - RSJ	REVISED -			CONTRACT NO. 93773
	CHECKED - KMW	REVISED -			
	DATE - 10/01/24	REVISED -		SCALE: · SHEET 14 OF 16 SHEETS · STA. · TO STA.	

FINAL PLANS

EXHIBIT 1D

2024-584



HANSON	DESIGNED - JNC DRAWN - KAS CHECKED - PMM DATE - 09/01/2023	REVISED - REVISED - REVISED - REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS FENCING AND ACCESS PLAN – TRACK – 15	F.A.P. RTE. / SECTION / COUNTY / TOTAL SHEETS / SHEET NO. 09(0177)R / CHRISTIAN CO. / 67771	

FINAL PLANS

EXHIBIT 1D

2024-524

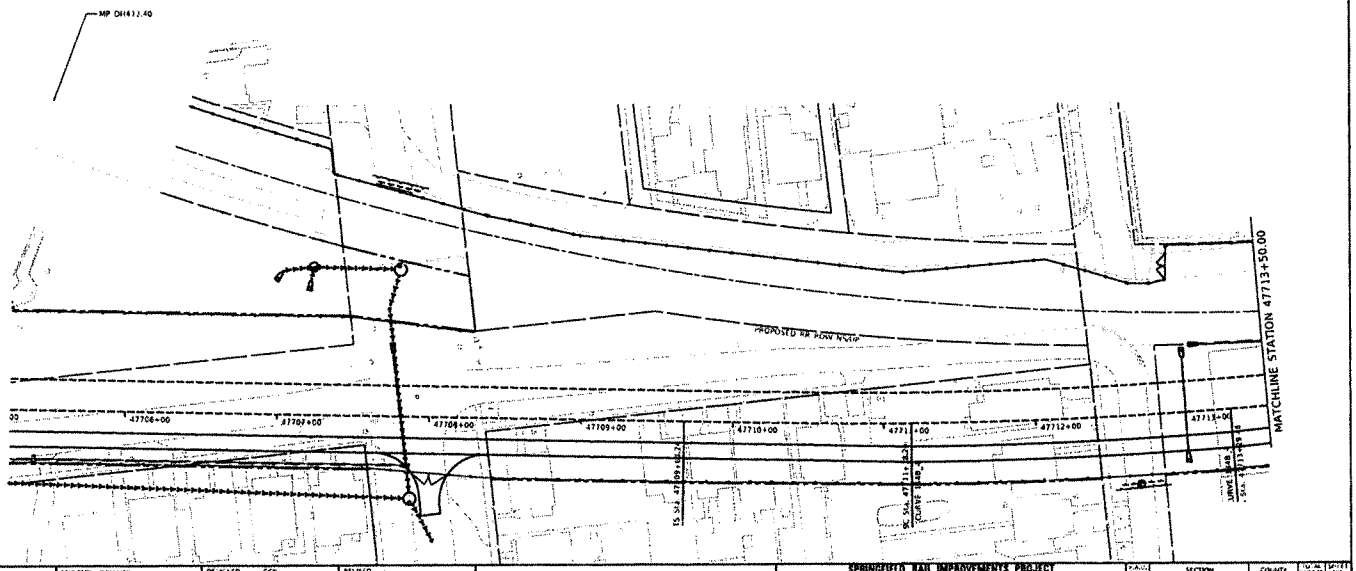
PRELIMINARY PLANS

LEGEND

RIGHT-OF-ENTRY LIMITS

EXISTING ROW LINE

PROPOSED ROW LINE



HANSON

	DESIGNED - GCN	REVISED -
	DRAWN - DJP	RE-ISED -
	CHECKED - GCN	RE-ISED -
	DATE - 4/15/2024	RE-ISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

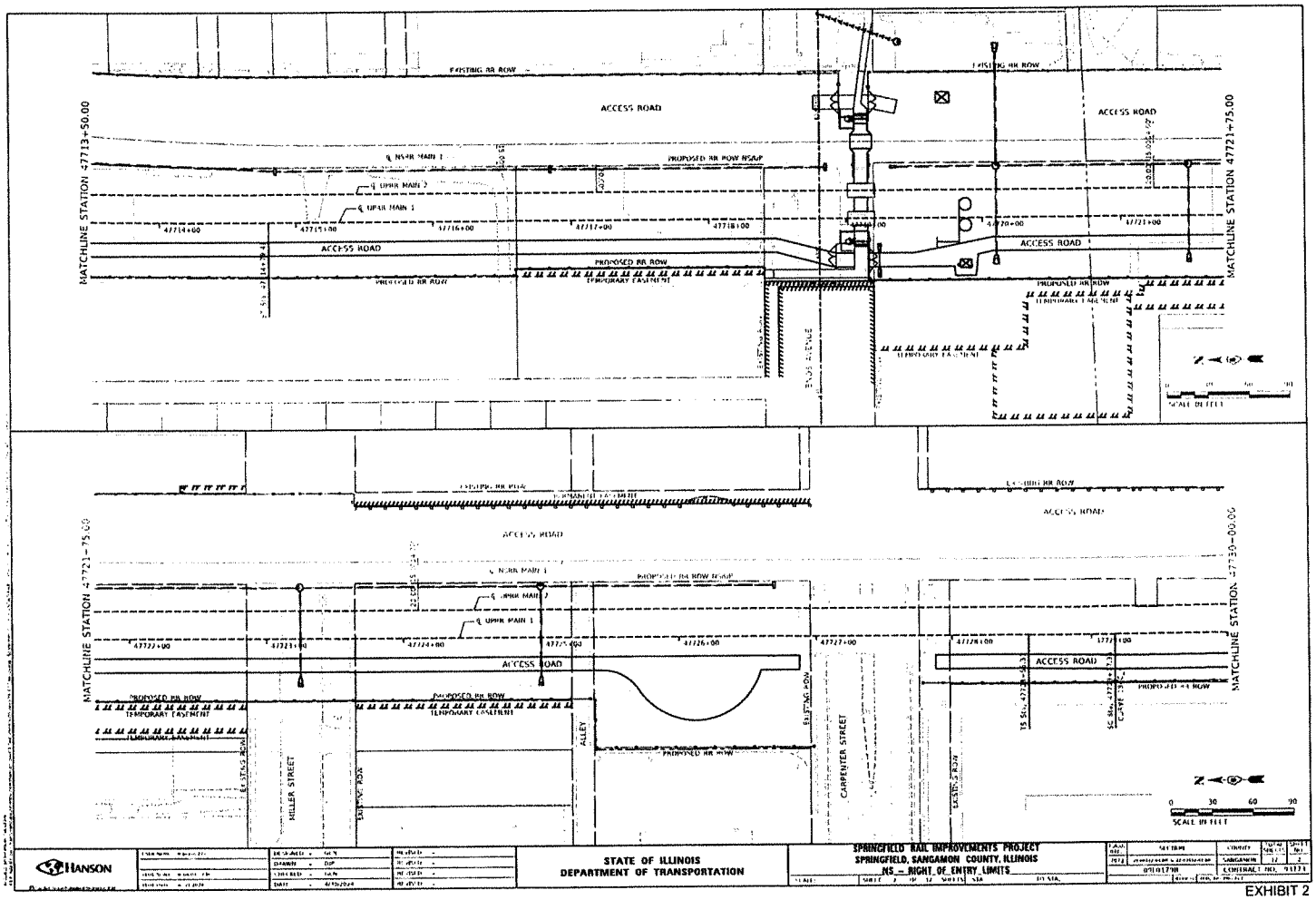
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
RS – RIGHT OF ENTRY LIMITS

SCALE: | SHEET 1 OF 12 SHEETS STA. TO STA.

F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
29(2)		SANGAMON	12	1
	09L0179R	CONTRACT NO. 93773		

EXHIBIT 2

2024-524

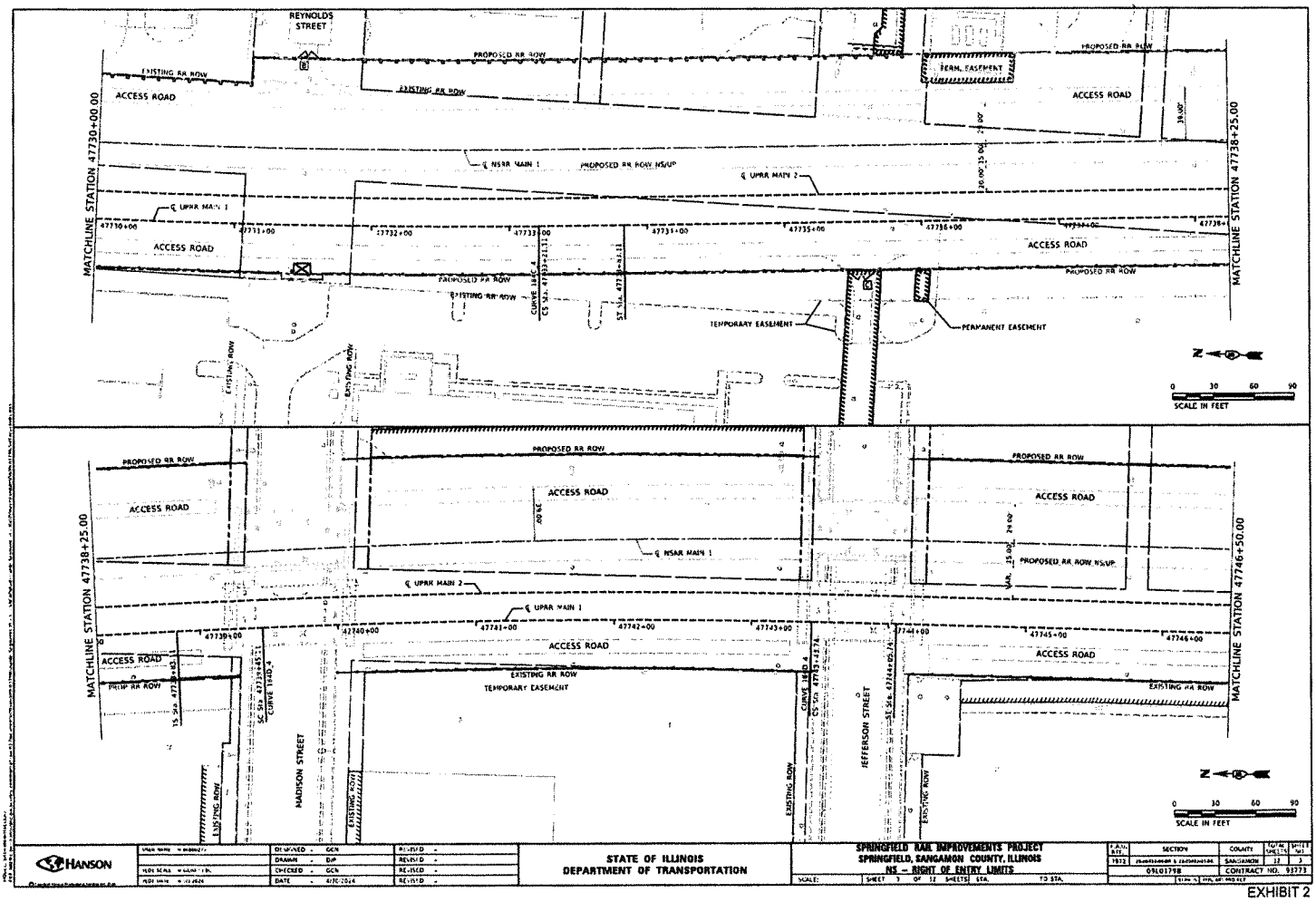


HANSON	DESIGNED - NLN DRAWN - DJP CHECKED - NLN DATE - 4/15/2024	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS NS – RIGHT OF ENTRY LIMITS	SHEET NO. 1 OF 1 SHEETS	SANGAMON CONTRACT NO. 91771

PRELIMINARY PLANS

EXHIBIT 2

2024-524



PREFINAL PLANS

HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

SHEET 3 OF 12 SHEETS STA. TO STA.

F.A.P. RTE	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
1972	68L0379R	SANGAMON	12	3
		CONTRACT NO. 93373		

EXHIBIT 2

2024-524

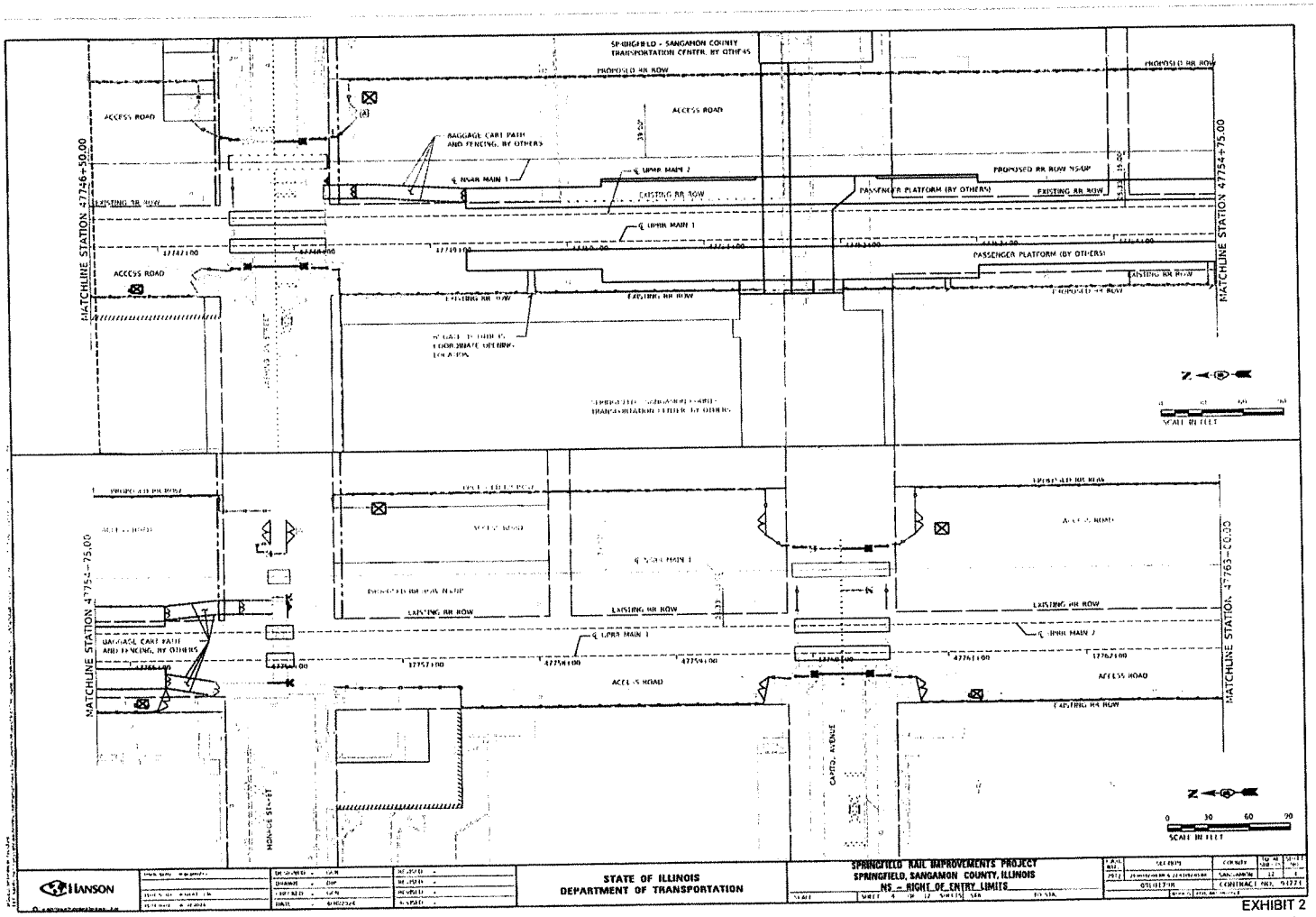
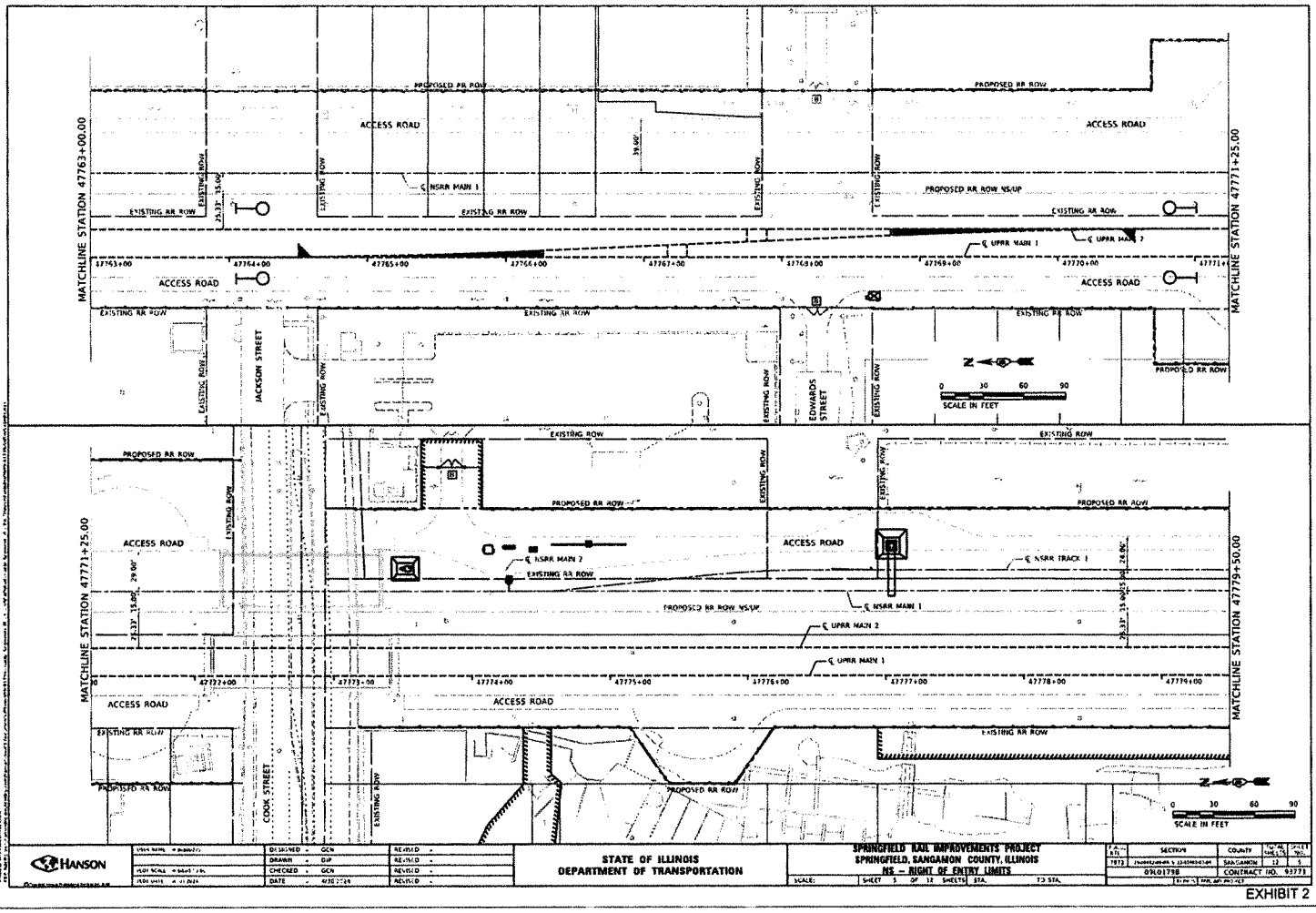


EXHIBIT 2

PRELIMINARY PLANS

2024-524



PRELIMINARY PLANS

HANSON

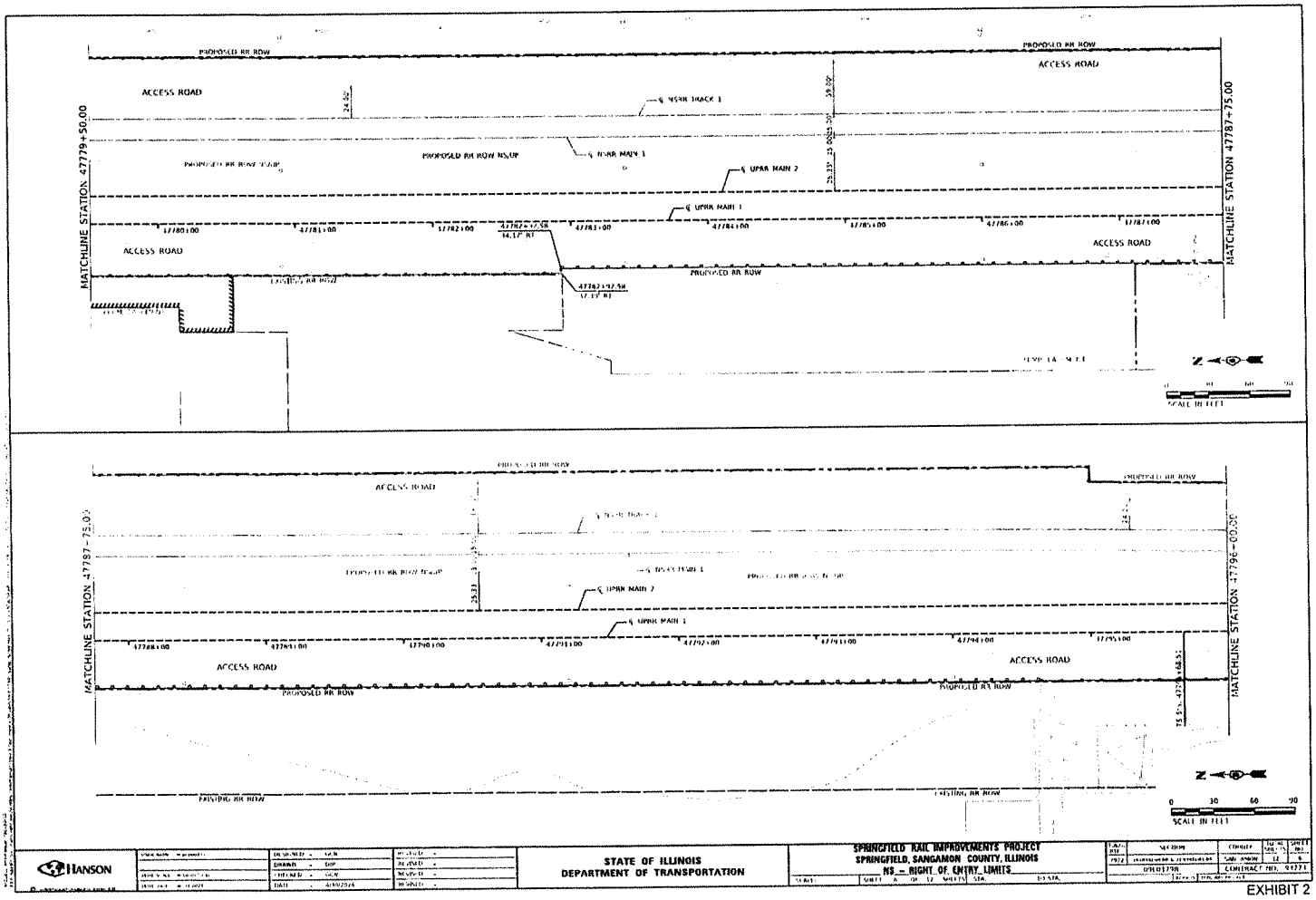
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7073		SANGAMON	12	5
	09L01798	CONTRACT NO. 93773		

EXHIBIT 2

2024-524



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

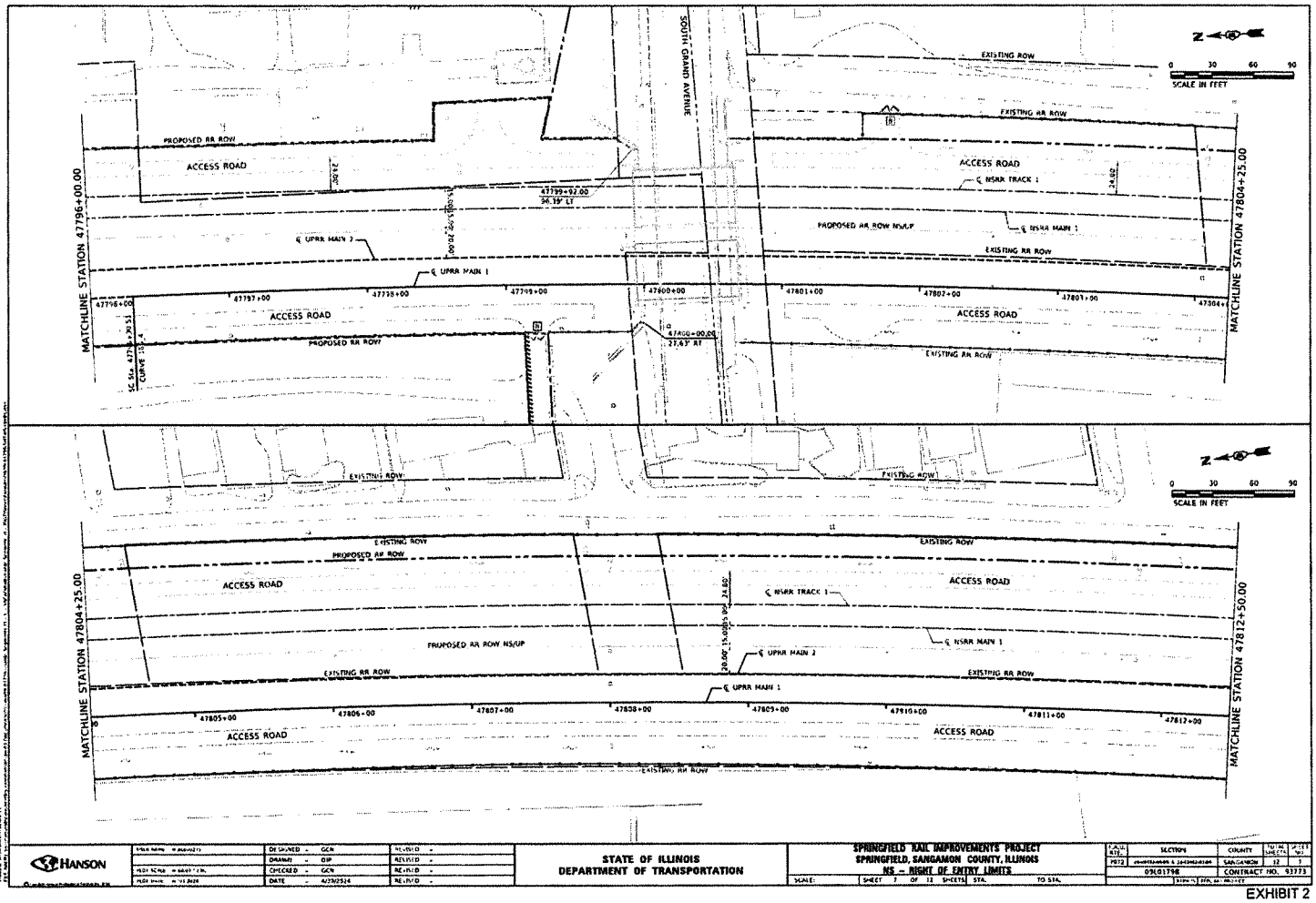
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NB – RIGHT OF ENTRY LIMITS

CONTRACT NO. 61771

PRELIMINARY PLANS

EXHIBIT 2

2024-524



PRELIMINARY PLANS

HANSON

	DESIGNED - GCN	REVISED -	
	DRAWN - DJP	REVISED -	
	CHECKED - GCN	REVISED -	
	DATE - 4/23/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

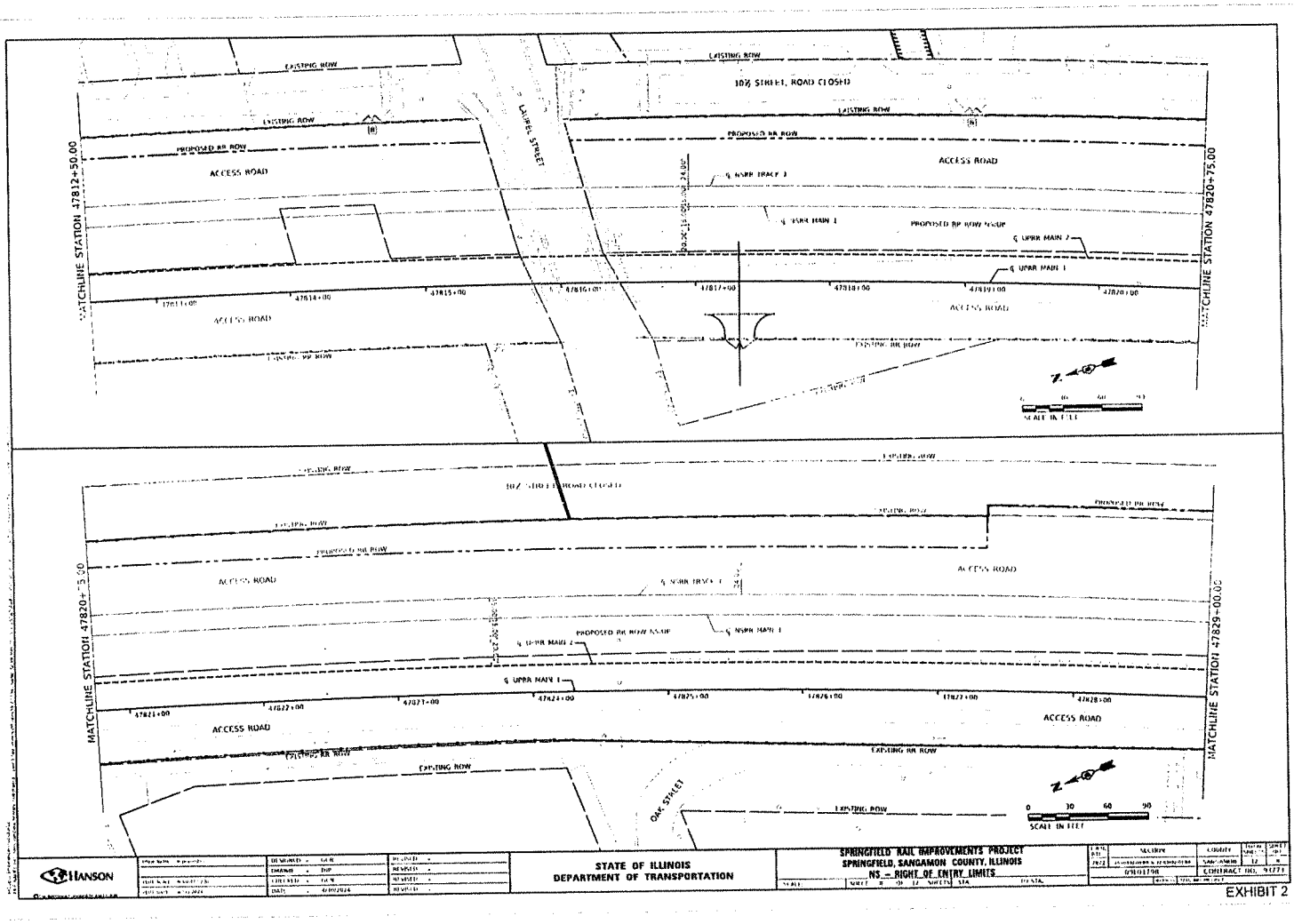
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

SCALE: | SHEET 7 OF 12 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7072	(RAILROAD) & (HIGHWAY)	SANGAMON	12	7
	09R01798	CONTRACT NO. 63773		
	ILLINOIS FED. AID PROJECT			

EXHIBIT 2

2024-524



PREFINAL PLANS

Hanson

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

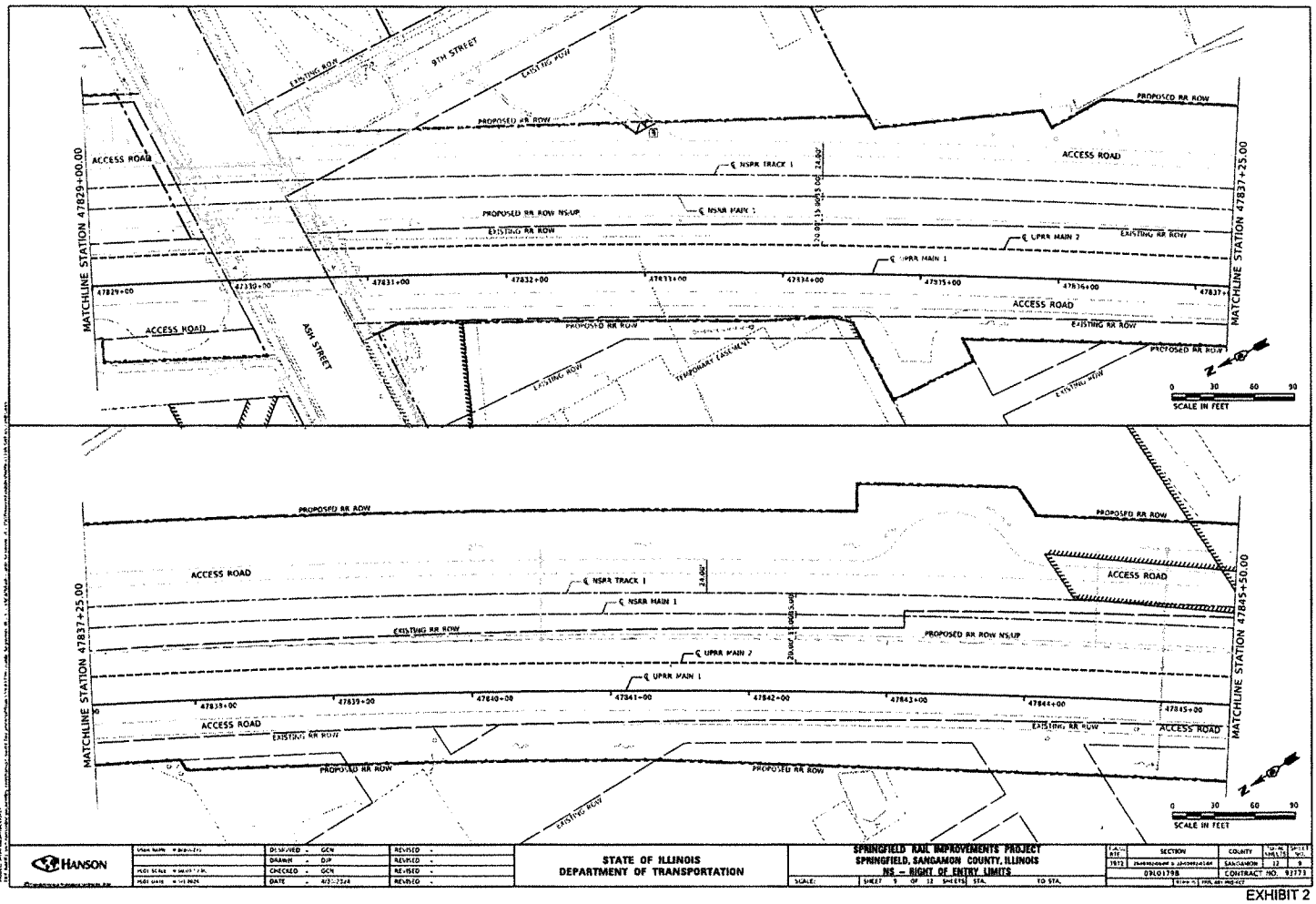
SECTION
078011TNR

COUNTY
SANGAMON

CONTRACT NO. 91771

EXHIBIT 2

2024-524



PRELIMINARY PLANS

HANSON

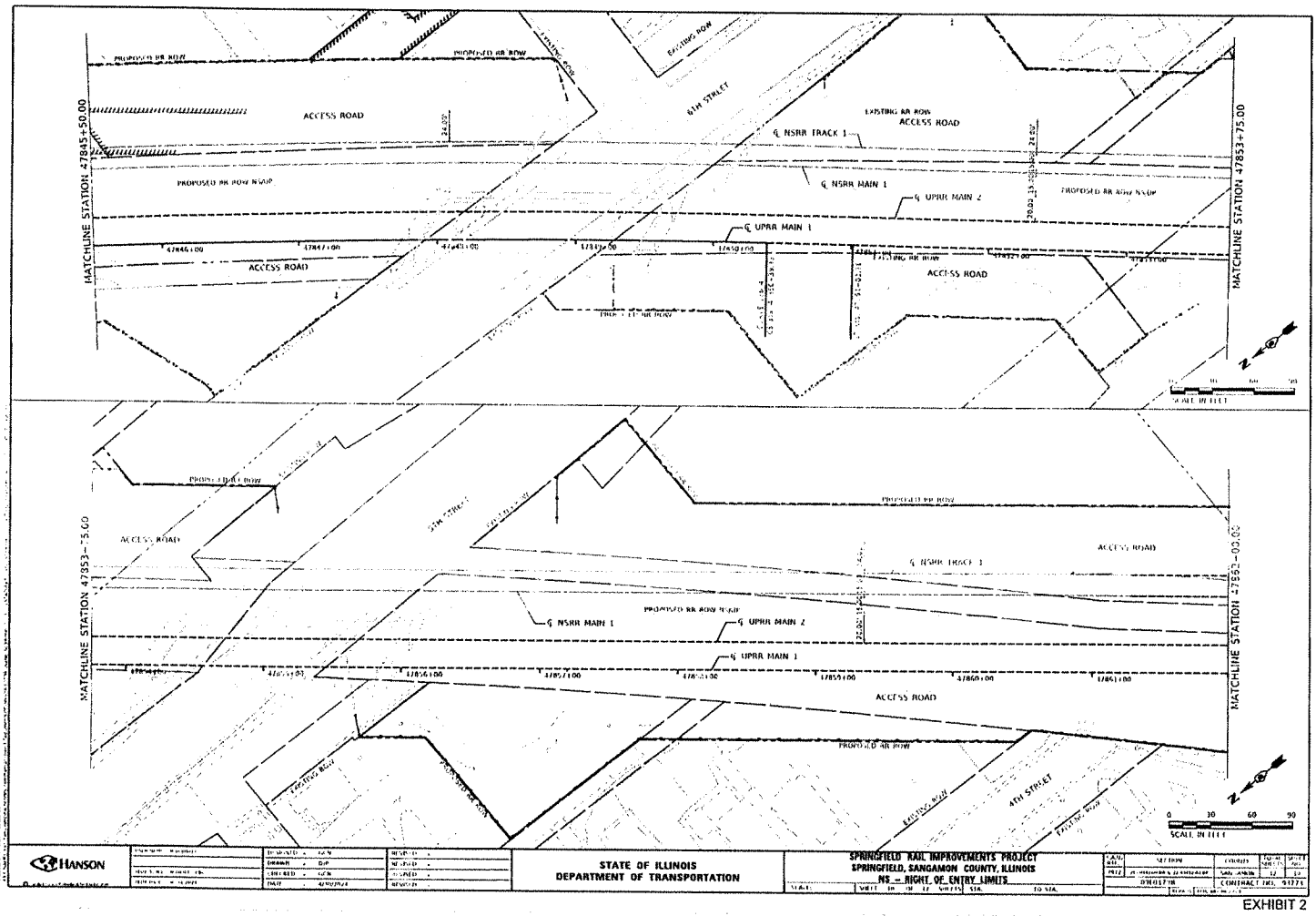
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

SECTION: 09LO179B
COUNTY: SANGAMON
CONTRACT NO. 92773

EXHIBIT 2

2024-584



HANSON

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

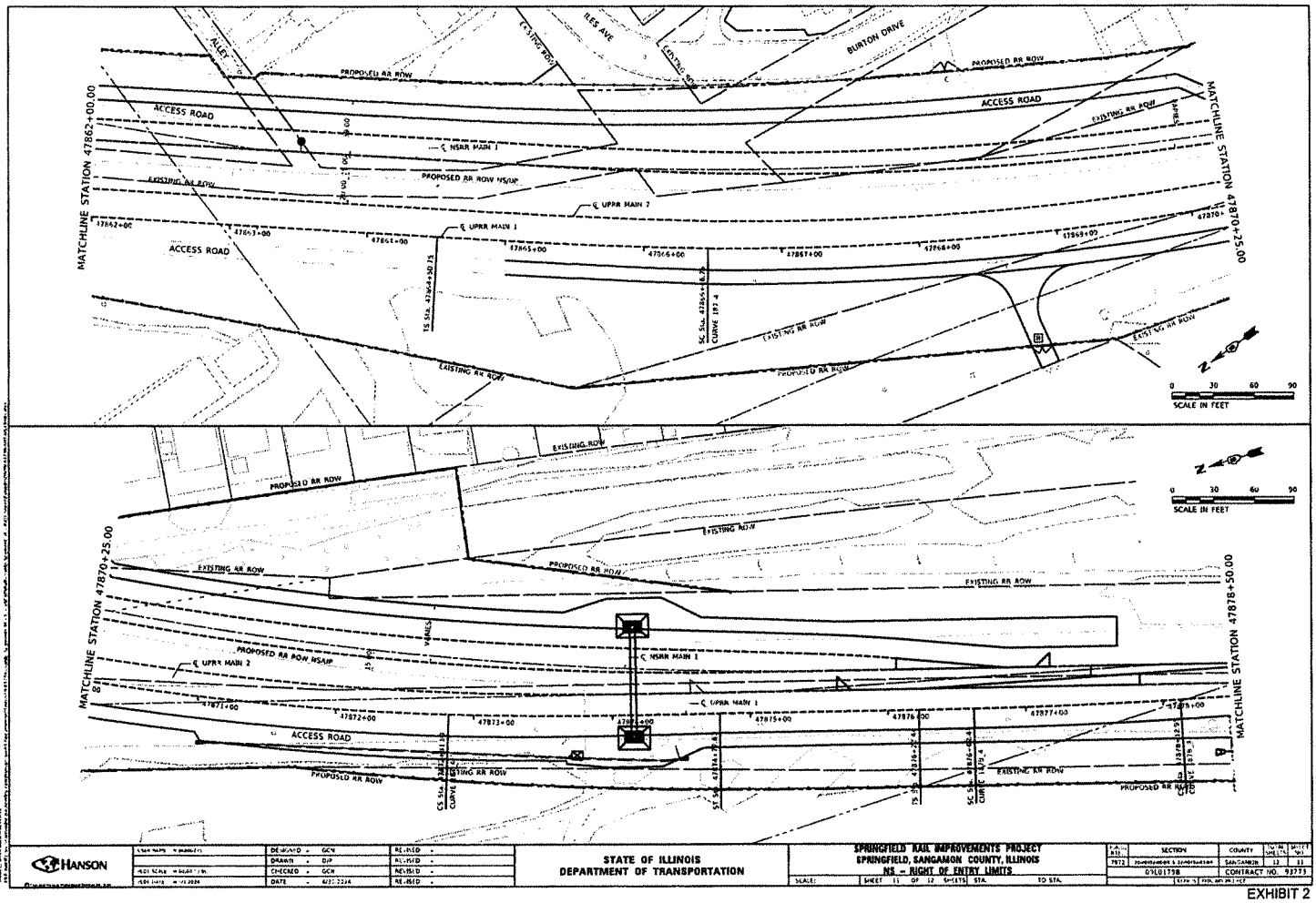
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

CONTRACT NO. 91771

PREFINAL PLANS

EXHIBIT 2

2024-524



PRELIMINAL PLANS

HANSON

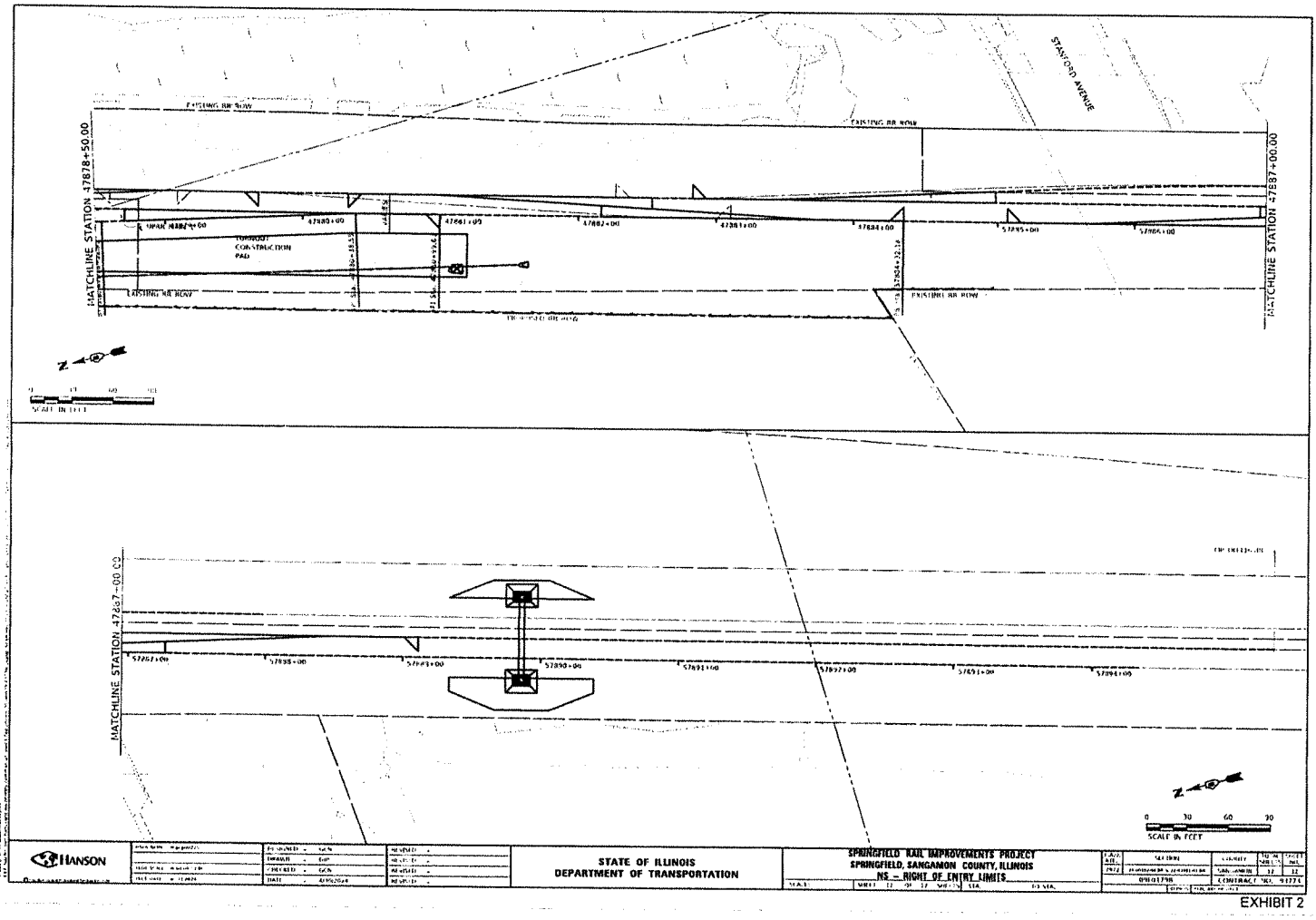
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20(RR)R,1,2,3(RR)R,4(RR)R	SANGAMON	12	11
	076G1758	CONTRACT NO. 93773		

EXHIBIT 2

2024-524



PRELIMINAL PLANS

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
NS – RIGHT OF ENTRY LIMITS

EXHIBIT 2

2024-524

NORFOLK SOUTHERN RAILWAY COMPANY

FORCE ACCOUNT ESTIMATE

EXHIBIT 3

Project Description:	Springfield Rail Improvements Project - Usable Segment VIB
Location:	Springfield, IL
Division:	Midwest
Milepost:	DH-413.40 to DH-416.88
File:	CX0113342

2024-524

NORFOLK SOUTHERN
One line, infinite possibilities.

Activity Number: 1264312

CONTRACT FOR PURCHASE, SALE AND EXCHANGE OF REAL PROPERTY

This Contract for Purchase, Sale and Exchange of Real Property (this "**Agreement**"), the effective date of which shall be the date last executed, below, by the Parties hereto (the "**Effective Date**"), is made by and between **NORFOLK SOUTHERN RAILWAY COMPANY**, a Virginia corporation ("**NSRC**"); and **CITY OF SPRINGFIELD**, an Illinois Municipal Corporation ("**City**").

RECITALS

WHEREAS, the City is an Illinois municipal corporation operating under the provisions of the Illinois Municipal Code; and

WHEREAS, NSRC is a Class 1 Railroad incorporated in the State of Virginia; and

WHEREAS, the State of Illinois, through the Illinois Department of Transportation ("IDOT") and the City propose to construct the Springfield Rail Improvements Project ("SRIP") which requires the purchase, sale and exchange of certain parcels of property herein described; and

WHEREAS, the State of Illinois, Department of Transportation ("IDOT") received an appropriation of $122 million ("Series B Bonds") to finance the SRIP; and

WHEREAS, the State of Illinois, City and NSRC entered into a series of Construction and Maintenance Agreements; said agreements are collectively referred to herein as the "C & M Agreements"; and

WHEREAS, the C & M Agreements provide in part that the City and NSRC enter into a subsequent "Property Agreement" to facilitate the exchange of property (referred to as Right of Way or ROW in the said C & M Agreements); and

WHEREAS, the City and NSRC intend this Agreement to function, in part, as the Property Agreement called for in the C & M Agreements and further, clarify and address all real estate related matters; and

WHEREAS, the SRIP requires the purchase by the City and the sale by NSRC of additional property identified as Parcels SR0136A and SR0136B. Said parcels containing in the aggregate 8.411 acres, more or less and are depicted on Exhibit A attached hereto and legally described on Exhibit B attached hereto; and

WHEREAS, the SRIP requires the City to acquire a Permanent Easement over approximately 1,199 square feet, more or less, and depicted as Parcel SR0136PE for the purposes of providing access to adjacent property. Said Permanent Easement premises are depicted on Exhibit A attached hereto and legally described on Exhibit B attached hereto; and

WHEREAS, Parcels SR0136A, SR0136B, and SR0136PE are collectively referred to herein as the "Springfield Yard Parcels"; and

WHEREAS, in compliance with the City's Basis for Computing Total Approved Compensation and Offer to Purchase to NSRC on or about December 10, 2019, NSRC has agreed that any

personal property located on the Springfield Yard Parcels shall be included within any conveyance of real property. The proposed acquisition(s) have not resulted in the displacement of personal property as defined under the Uniform Relocation and Real Property Acquisition Act (Uniform Act) and NSRC is not entitled to reimbursement for relocation expenses.

WHEREAS, the City and NSRC have participated in good faith negotiations and now desire to settle all matters related to the acquisition by the City of Parcels SR0136A, SR0136B, and SR0136PE according to the terms set forth under the heading **"SPRINGFIELD YARD PURCHASE AND SALE"**; and

WHEREAS, the City and NSRC have reached agreement on the terms of the right of way exchange as called for in the C & M Agreements; said terms set out below under the heading, **"RIGHT OF WAY EXCHANGE"**; and

NOW THEREFORE, in consideration of the mutual agreements and covenants contained in this agreement, and with the foregoing recitals incorporated as more fully set forth herein, the City and NSRC agree as follows:

SPRINGFIELD YARD PURCHASE AND SALE

1. **Premises.** NSRC agrees to sell to City and City agrees to purchase from NSRC, subject to the terms and conditions hereinafter set forth, the property interests herein described in the Springfield Yard Parcels consisting of 8.411 acres, more or less, in fee simple and 0.028 acres, more or less, of Permanent Easement Premises together with (i) all servitudes, easements, appurtenances and hereditaments appertaining thereto, and (ii) all improvements, structures, landscaping, and appurtenances situated thereon, being located substantially as shown on Exhibit A and legally described in Exhibit B attached hereto and made a part hereof.

2. **Purchase Price.** The purchase price for the Premises (the "**Purchase Price**") is **FIVE MILLION ONE HUNDRED SEVENTY ONE THOUSAND AND NO/100 DOLLARS** ($5,171,000.00).]

3. **Springfield Yard Closing.**

(a) The closing shall be conducted as described below on or before September 30, 2022 ("Closing Date"). Time is of the essence. At closing:

(i) NSRC shall deliver to Chicago Title Insurance Company (Springfield Office) (hereinafter referred to as "Title Company") the duly executed and acknowledged Deed, in substantially the same form as set forth herein at Exhibit C, and Permanent Easement Agreement, in substantially the same form as set forth herein at Exhibit D conveying the Springfield Yard Parcels to City as provided in the paragraph entitled, "Type of Conveyance".

(ii) City shall deposit with Title Company the Purchase Price for the purchase of the Springfield Yard Parcels and such payment will be made by wire transfer or, with NSRC's authorization, by certified or cashier's check. City shall also deliver an Original Plat of Survey in recordable form to the Title Company.

(iii) NSRC shall pay for the Deed preparation and NSRC's attorney's fees. City shall pay for all other customary closing costs, filing fees, recording fees and City's attorney's fees. No taxes, costs, or other fees shall be pro-rated.

(b) After the deposit into escrow with the Title Company of the above-described documents for the Springfield Yard Closing said Title Company, acting as the settlement agent for the purposes of this transaction, shall be directed to:

(i) Record the conveyance documents and deliver any unrecorded original documents;

(ii) Record the Plat of Survey;

(iii) Issue its Owner's Title Policy; and

(iv) Pay the proceeds of the Sale to NSRC.

RIGHT OF WAY EXCHANGE

4. Premises. In furtherance of the SRIP, and pursuant to the terms of the C & M Agreements identified above and terms set forth herein, the City and NSRC agree to exchange the Right of Way Corridors depicted on Exhibit E. The corridor currently operated by NSRC, and to be conveyed to City is referred to herein as the NSRC Existing Corridor. The corridor that City has assembled and will convey to NSRC, as set forth herein is depicted on Exhibit E and referred to herein as the Future NSRC Corridor.

5. Consideration. The parties hereby agree that the value of the Existing NSRC Corridor is approximately equal to the value of the Future NSRC Corridor and the exchange of said corridors and the other promises and obligation undertaken by each party provide adequate mutual consideration. No Earnest Money or other additional consideration shall be provided by either Party to accomplish this exchange of the Existing NSRC Corridor for the Future NSRC Corridor.

6. Future NSRC Corridor Identification. The City represents that the areas and property lines shown on Exhibit E as "Future NSRC Corridor" are substantially correct based on its research of public records and preliminary survey work subject to change upon final title work and boundary resolution and plat and legal preparation (final plats and legal descriptions shall not materially deviate from Exhibit E).

7. Ownership and Acquisition. The City has examined the title ownership of the Existing NSRC Corridor and has deemed it to be satisfactory for the purposes of the SRIP. Further, the City currently owns the fee simple Marketable Title to the Future NSRC Corridor. At the time of the Exchange, the City will provide Marketable Title to the same to NSRC. Marketable Title as used herein, shall mean a status of title that a title insurance company licensed to do business in the State of Illinois will insure at its regular rates, free from liens and other monetary encumbrances, and subject only to standard exceptions and those stated in the paragraph entitled, "Type of Conveyance" ("**Marketable Title**").

8. Exchange of Corridors. Upon the completion of construction of the Future NSRC Corridor as otherwise provided by separate agreement between the Parties, City shall notify NSRC that the City is prepared to execute the exchange of the Existing NSRC Corridor for the Future NSRC Corridor. Said notice shall be in a form and manner as herein provided. Said notice shall include the following documents and information:

(a) Plat of Survey. The Plat of Survey covering the Future NSRC Corridor. The parties understand that the Plat of Survey referred to herein shall be part of the final "Plat of Corridor" when said "Plat of Corridor" is completed and fully assembled.

(b) Title Commitments. Title commitments indicating City ownership of the Future NSRC Corridor, and ability to convey Marketable Title to the same, as well as a title commitment indicating NSRC ownership of the Existing NSRC Corridor.

(c) Conveyance Documents. City shall provide copies of all proposed conveyance documents consistent with the provisions of this Agreement.

(d) NSRC Review. NSRC shall use its commercially reasonable, best efforts to review the Plat of Survey, title commitments, due diligence materials (including, without limitation, Phase I and Phase II environmental site assessments) and draft conveyance documents as provided above within 60 days of receipt of a complete set of the same, subject to the Due Diligence time periods set forth in this Agreement. NSRC shall transmit any corrections or objections to the City. Further, to the extent that NSRC deems City not to possess Marketable Title to the Future NSRC Corridor, NSRC shall furnish City with a written statement of objections affecting the marketability of said title. City shall have thirty (30) days after receipt of all applicable objections to satisfy them. City agrees to use all available means to cure any defect in title including but not limited to the exercise of eminent domain. If City does not satisfy such objections within the prescribed time or any extension granted thereto, then, at NSRC's option evidenced by written notice to City, NSRC may either (i) terminate this Agreement or (ii) waive any or all objections not cured by City and proceed to close.

(e) City Review. City has had ample opportunity to review the title commitments covering NSRC Existing Corridor and has no objections.

(f) Escrow Deposit. Upon NSRC's review and final approval of the Plat of Survey, title commitments and draft conveyance documents for the Future NSRC Corridor:

(i) NSRC shall deliver to Chicago Title Insurance Company (Springfield, Illinois Office) ("Title Company") the duly executed and acknowledged conveyance documents to the property located within the NSRC Existing Corridor Segment as provided in the paragraph entitled, "Type of Conveyance".

(ii) City shall deliver to Title Company the duly executed and acknowledged conveyance documents to the property located within the NSRC Future Corridor Segment as provided in the paragraph entitled, "Type of Conveyance" , as well as any other documents required for the issuance of applicable title insurance policies on the Future NSRC Corridor.

9. Right of Way Exchange Closing.

(a) After the deposit into escrow with the Title Company of the above-described documents for the Right of Way Exchange said Title Company, acting as the settlement agent for the purposes of this transaction, shall be directed to (with date of such action by the Title Company being deemed the "Closing Date"):

(i) Record the conveyance documents and deliver any unrecorded original documents;

(ii) Record the Plat of Corridor; and

(iii) Issue its Owner's Title Policy insuring title to each corridor as provided below.

(iv) NSRC shall pay for its Deed review and NSRC's attorney's fees. City shall pay for all other customary closing costs including an Owner's Title Insurance Policy as provided below, filing fees, recording fees, any transfer taxes and City's attorney's fees.

GENERAL PROVISIONS AND CONDITIONS

10. Survey. This provision shall apply to any Plat or Survey called for under the terms of this Agreement, including but not limited to any "Plat of Corridor". The exact area of land to be conveyed is to be determined by a survey made by a registered land surveyor licensed in the State of Illinois (the "Survey"). The Survey, which is subject to approval of NSRC, shall be obtained by and at the sole cost of the City. The City shall arrange for the Survey of the Premises to permit NSRC to have sixty (60) days to review as provided for herein, shall furnish to NSRC three (3) copies of the metes and bounds description describing the exact area to be conveyed, and three (3) prints of a survey plat, acceptable to NSRC and to the officials responsible for recordation of deeds in the County or City in which the Premises lie, for use by NSRC in preparation (or review) of the deed. The Survey shall show the location of all improvements, buildings, highways, streets, roads, railroads, rivers, lakes, creeks or other water courses, fences, encroachments, easements and rights of way on or adjacent to the land to be purchased and shall set forth the total number of square feet or acres contained within the subject property, together with a metes and bounds description of the subject property. Said survey shall meet the specifications set forth in the "NSRC Survey Requirements" provided to City, a copy of which is attached hereto as Exhibit F.

11. **Type of Conveyance.** At each provided Closing Date, NSRC and City shall convey as follows:

(a) NSRC. NSRC shall convey:

(i) Fee Simple Parcels. NSRC shall convey all of its right, title and interest to the Premises, to the City by Quitclaim Deed (the "Deed"), in substantially the same form as set forth herein at Exhibit C for the Springfield Yard Parcels and Exhibit G for the NSRC Existing Corridor, subject to the following:

(A) General real estate taxes for the year of closing and subsequent years not yet due and payable; General real estate taxes

(B) Applicable zoning laws and regulations; and

(C) All easements, conditions, reservations, leases, licenses and restrictions whether or not of record.

(ii) Permanent Easement Parcel(s). NSRC shall grant the City a Permanent Easement in a form substantially consistent with Exhibit D (for Parcel SR0136PE) and Exhibit H (for Parcel SR0329) attached hereto and made a part hereof.

(b) City. The City shall convey:

(i) Fee Simple Parcels. City shall convey all of its right, title and interest to the Premises, to the NSRC by Quit Claim Deed (the "Deed"), in substantially the same form as set forth

herein at Exhibit I, subject to the following:

(A) General real estate taxes for the year of closing and subsequent years not yet due and payable; General real estate taxes

(B) Applicable zoning laws and regulations;

(C) All easements, conditions, reservations, leases, licenses and restrictions whether or not of record, including, an easement granted by City to the St. John's Hospital for the continued operation of an existing electrical facility recorded as Document No. 2022R11060 in the Sangamon County Recorder's Office, and

(D) A reservation of easement by the City of Springfield for Building Maintenance over the east 10 feet of the Future NSRC Corridor lying between the North right of way line of Miller Street and the right of way line of Carpenter Street as depicted on Exhibit J attached hereto and made a part hereof.

(ii) Permanent Easement Parcel(s). City shall grant the NSRC a non-exclusive Permanent Ingress/Egress Easement over approximately 4613 square feet as depicted on S

(iii) heet 8 of Exhibit C immediately west of SR0136PE, in a form substantially consistent with Exhibit K attached hereto and made a part hereof providing access to NSRC's Microwave tower.

(iv) Permanent Easement Parcels over existing road right of way. City shall grant NSRC exclusive permanent easements over any portion of the Future NSRC Corridor crossing any existing road right of way subject to the City of Springfield jurisdiction, subject only to the City's right to maintain any City roadway or City owned and operated utility existing on the date of the Closing of the Corridor Exchange contemplated herein. Said Permanent Easements will be in a form substantially consistent with Exhibit L attached hereto and made a part hereof.

12. Due Diligence Inspections. Subject to the existing Construction and Maintenance Agreements referenced on Page 1 of this Agreement:

(a) Each Party and its employees and agents shall, until the sale contemplated herein has been completed or this Agreement has been terminated or has expired by limitation, have the right and permission, after the Effective Date, to enter upon said Premises or NSRC Future Corridor, or on any part thereof, at all reasonable times for the purpose of inspecting, examining, surveying, making soil tests, borings, percolation tests and other necessary tests for engineering and planning for development and determination of surface, sub-surface and topographic conditions; PROVIDED, HOWEVER, neither Purchaser or Seller shall have the right to perform any invasive environmental testing unless: (1) as to the Premises, Seller shall have first consented in writing to any such testing proposed in writing by Purchaser, and (2) as the NSRC Future Corridor, Purchaser shall have first consented in writing to any such testing proposed in writing by NSRC. Upon written request, a Party shall provide copies of all tests performed on the Premises or NSRC Future Corridor to the other Party at no cost.

(b) If, as a result of a Party's inspection as provided above or any other determination or analysis of the Premises or NSRC Future Rail Corridor, a Party discovers any conditions

concerning the Premises or NSRC Future Rail Corridor which render it unsuitable for its intended purposes, either Party shall have sixty (60) days after the Effective Date to furnish the other Party with a written statement of said conditions affecting the suitability of the Premises. The other Party shall have thirty (30) days, after receipt of such notice, to remedy such conditions, but shall be under no obligation to do so, and if it declines to or fails to remedy such conditions within the prescribed time, or if it declines to give the other Party permission to perform any environmental testing as provided above, then the other Party may either (i) terminate this Agreement or (ii) waive any or all objections not cured by the other Party and proceed to close hereunder without diminution in price.

13. Intentionally Omitted.

14. Assignment. This Agreement may not be assigned. However, notwithstanding the foregoing, NSRC expressly reserves the right to assign or delegate all or any part of NSRC's rights and duties hereunder with respect to all or any portion of the Springfield Yard Purchase and Sale transaction to one or more third parties, including a qualified intermediary as defined by Treasury Regulation Section 1.1031 (K)-1(g) (4).

15. Disclaimer/Environmental Considerations.

(a) City acknowledges that it occupied the Springfield Yard Parcels and the NSRC Existing Corridor (collectively, Premises) prior to the Effective Date. City agrees to accept the Premises "as is, where is" and acknowledges that NSRC has not made any express or implied representation or warranty with respect to the condition or suitability of the Premises, including, but not limited to, the condition of the soil, the presence of hazardous materials, substances, wastes or other environmentally regulated substances, or other contaminants in the soil, groundwater, or improvements, whether known or unknown, (referred to herein as "contamination of the Premises") and other physical characteristics. City has performed at its own expense and relied solely upon its own independent investigation concerning the physical condition of the Premises (including, but not limited to, an environmental assessment) and compliance of the Premises with any applicable law and regulations.

(b) NSRC has not and does not hereby make any express or implied representation or warranty or give any indemnification of any kind to City concerning the Premises, its condition or suitability or its compliance with any statute, ordinance or regulation, including, but not limited to, those relating to the environment. City acknowledges that neither NSRC nor any of its agents or representatives have made, and NSRC is not liable for, or bound in any manner by, any express or implied warranties, guarantees, promises, statements, inducements, representations or information pertaining to the Premises or any part thereof, the physical condition, size, zoning, income potential, expenses or operation thereof, the uses that can be made of the same or in any manner or thing with respect thereof, including, without limitation, any existing or prospective leasing or occupancy of all or any part thereof.

(c) Following City's acquisition of the Premises, City hereby expressly agrees to assume any and all responsibility and liability for all environmental obligations imposed under applicable environmental laws, regulations, or other requirements relating to or arising from any contamination of the Premises, whether occurring or existing before or after the Effective Date, and expressly releases NSRC from such liability. City further expressly renounces and waives any claim or cause of action it may have against NSRC under any existing or future theory of law (federal, state or local, or by common law) for any cleanup, response or remedial action costs incurred (whether voluntarily or otherwise) by City that arises directly or indirectly out of

any contamination of the Premises, whether occurring or existing before or after the Effective Date, including, but not limited to, costs incurred under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act. City agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of the preceding obligation, and City further agrees that it will not raise or plead a statute of limitations defense against NSRC in any action arising out of City's failure to comply with the proceeding obligation.

(d) Following NSRC's acquisition of the NSRC Future Rail Corridor, NSRC hereby expressly agrees to assume any and all responsibility and liability for all environmental obligations imposed under applicable environmental laws, regulations, or other requirements relating to or arising from any contamination of the Future Rail Corridor, whether occurring or existing before or after the Effective Date, and expressly releases City from such liability. NSRC further expressly renounces and waives any claim or cause of action it may have against City under any existing or future theory of law (federal, state or local, or by common law) for any cleanup, response or remedial action costs incurred (whether voluntarily or otherwise) by City that arises directly or indirectly out of any contamination of the Future Rail Corridor, whether occurring or existing before or after the Effective Date, including, but not limited to, costs incurred under Sections 107 and 113 of the Comprehensive Environmental Response, Compensation, and Liability Act. NSRC agrees to waive any and all statutes of limitations applicable to any controversy or dispute arising out of the preceding obligation, and NSRC further agrees that it will not raise or plead a statute of limitations defense against City in any action arising out of NSRC's failure to comply with the proceeding obligation

(e) City shall provide NSRC with copies of any and all environmental reports relating to the condition of the NSRC Future Corridor that are in the knowledge and possession of City, its consultants, contractors or any other agent of the City. NSRC's obligation to exchange Corridors is contingent on NSRC's acceptance of the environmental condition of the properties included in the NSRC Future Corridor.

16. Notice. Any notice required or permitted to be delivered under this Agreement shall be deemed to be delivered, whether or not actually received, when deposited in the United States Postal Service, postage prepaid, registered or certified mail, return receipt requested, addressed

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to NSRC or Purchaser, as the case may be, at the address set forth below.

NSRC:

Kristi D. Blair
Director Real Estate
Norfolk Southern Railway Corporation
650 W Peachtree St NW,
Atlanta, GA 30308

Purchaser:

City of Springfield
800 East Monroe Street
Springfield, IL 62701

With a copy to:

Ryan M. Hankins, Esq.
General Attorney - Real Estate
Norfolk Southern Corporation
650 W Peachtree St NW,
Atlanta, GA 30308

17. Miscellaneous Provisions.

(a) Time is of the essence of this Agreement.

(b) All the terms and conditions of this Agreement are hereby made binding on the successors and permitted assigns of both parties hereto.

(c) Any provision of this Agreement that imposes an obligation after termination or expiration of the Agreement, including without limitation all indemnifications and releases, will survive closing.

18. Authorization to Enter into Agreement. Each individual executing or attesting to this Agreement on behalf of each respective unit hereby warrants and represents that such individual is authorized to execute or attest and deliver this Agreement pursuant to authority granted by the corporate authorities of the applicable unit of local government and private entity on behalf of whom the individual is executing or attesting to this Agreement.

19. Severability. If any term, covenant, condition, or provision (or any part thereof) of this Agreement or the application thereof to any party or circumstances shall, at any time or to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such term or provision (or remainder thereof), to the parties or circumstances other than those as to which it is held invalid, or unenforceable, shall not be affected thereby, and shall be valid and be enforced to the fullest extent permitted by law.

20. Compliance with Applicable Law. In performance of each party's respective obligations pursuant to this Agreement, the parties shall comply with all applicable provisions of federal, state, and local laws. Any limits or standards set forth in this Agreement to be observed in the performance of the Agreement are minimum requirements and shall not affect the application of more restrictive valid and applicable, federal, state, or local standards to the performance of the Agreement.

21. No Third-Party Beneficiary. This Agreement is intended solely for the benefit of the parties

hereto, and it is not the intention of the parties to confer third-party beneficiary rights upon employees, officers, directors, or policyholders of any other person, firm, unit of government, or corporation.

22. Waiver. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, duty, agreement, or condition.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

24. Entire Agreement. This Agreement, including, without limitation, all exhibits attached hereto, constitute the entire agreement between the parties, and there are no oral agreements or other written agreements, except as may otherwise be referenced herein. This Agreement may be modified only by a writing executed by all parties hereto.

25. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

26. Headings. The headings contained in this Agreement are for convenience of reference only and are in no way intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

27. Recitals; Terms of Art. The recitals are an integral part of this Agreement and are incorporated herein as if restated in full. Terms of art shall have the meaning so ascribed herein.

28. Relationship of Parties. For the purposes of this Agreement, no party shall be deemed to be an independent contractor, agent, or employee of the other party. No party shall have authority to make any statements, representations, or commitments of any kind, or to take any action that is binding on the other party, except as explicitly authorized herein.

29. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflicts of law rules thereof. The parties agree that all actions or proceedings arising directly, indirectly, or otherwise in connection with this Agreement and the transactions contemplated hereby shall be litigated only in courts having a situs in Sangamon County, Illinois, and hereby consent and submit to the jurisdiction of state Circuit Court located within said county and state.

30. Failure to Perform. In the event any party hereto fails to perform its applicable duties or obligations hereunder, any other party may, at its option, seek specific performance from the party in default, or may exercise its other remedies at law or in equity. In the event of such non-performance by a Party under this Agreement, such Party shall immediately proceed to cure or remedy such default upon written notice from the other Party. In the event that such non-performance continues for a period of thirty (30) days from such notice, then the Party seeking performance shall be entitled to pursue an action for specific performance, or other judicial

remedy as otherwise set forth herein.

31. Counterparts. This Agreement shall not be effective or binding until fully executed by the parties hereto. This Agreement and any amendment hereto may be executed in any number of counterparts by each party, each of which when so executed and delivered shall be an original, and all of which together shall constitute one document. In proving this Agreement, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. The parties may execute this Agreement by facsimile, scanned Portable Document Format ("PDF"), or other electronically transmitted signature, and such facsimile, scanned PDF, or other electronically transmitted document, including the signatures thereon, shall be treated in all respects as an original instrument bearing an original signature.

[Remainder of page intentionally blank]

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EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

NSRC:	**PURCHASER:**
NORFOLK SOUTHERN RAILWAY COMPANY	**CITY OF SPRINGFIELD**
Signature: Malcolm G. Roop	Signature:
Name: Malcolm G. Roop	Name:
Title: Real Estate Manager	Title:
Date: 9-27-2022	Date:

2024-524

Exhibit 4

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EXECUTED in duplicate, each part being an original, as of the day and year set forth above.

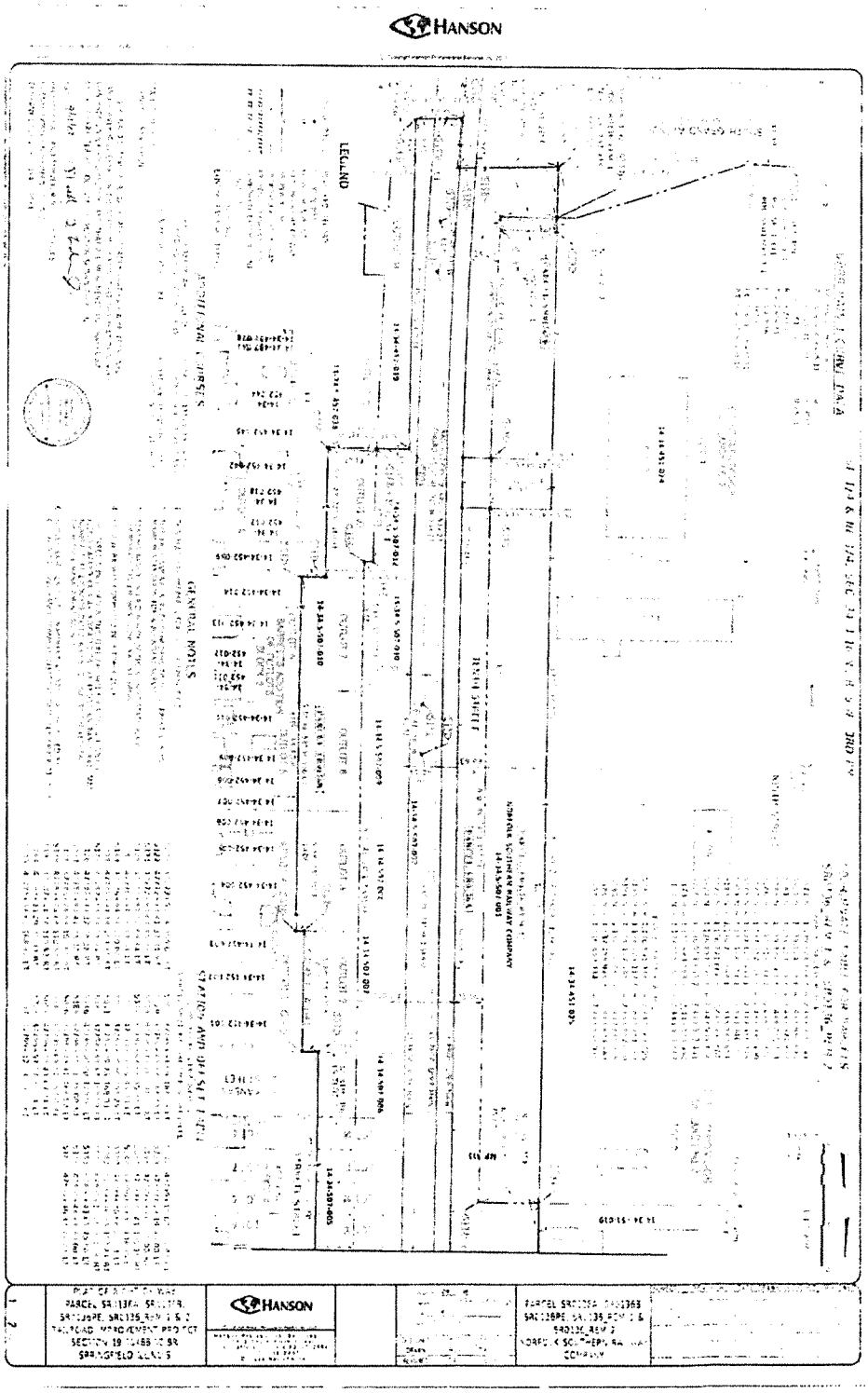
NSRC: **NORFOLK SOUTHERN RAILWAY COMPANY**	**PURCHASER:** **CITY OF SPRINGFIELD**
Signature: _____	Signature: _____
Name: _____	Name: JAMES O. HAYGOOD
Title: _____	Title: MAYOR
Date: _____	Date: 9/29/22

2022-524

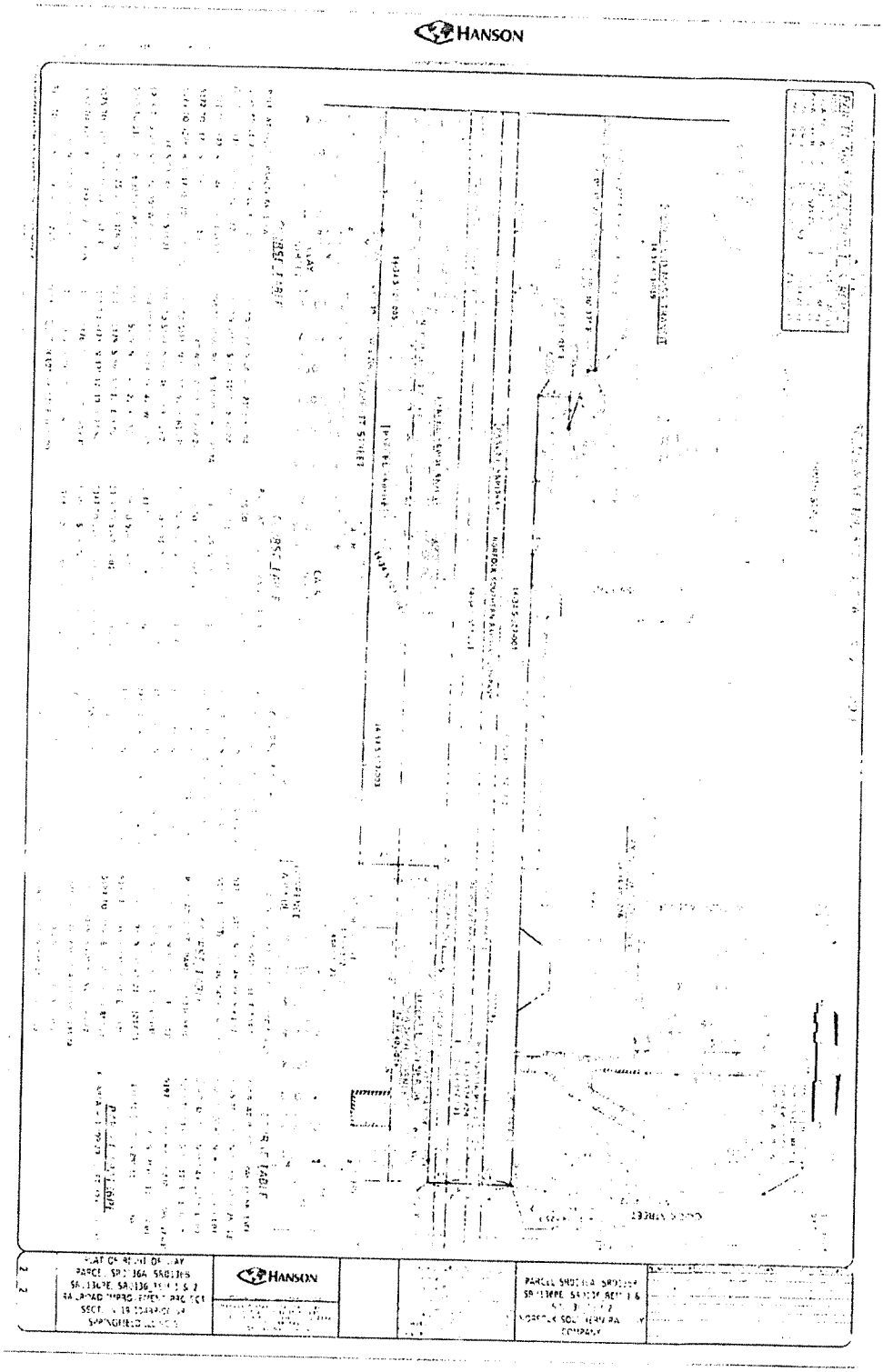
Exhibit 4

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EXHIBIT A
Plat of Survey (Springfield Yard Parcels)



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2021-524

Exhibit 4

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EXHIBIT B
Legal Descriptions (Springfield Yard Parcels)

City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136A
Norfolk Southern Railway Company

Part of the Southeast Quarter and the Northeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the Northwest Corner of Block 10 of Elijah Iles Third Addition to the City of Springfield, Illinois in Section 34; thence South 89 degrees 04 minutes 12 seconds East along the former existing southerly right of way line of Cook Street, 322.34 feet to the intersection with the existing westerly right of way line of the Norfolk Southern Railway Company and the existing southerly right of way line of Cook Street, being the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,139,525.766 E = 2,443,873.882 at MP414.695 Railroad West, more or less; thence continuing South 89 degrees 04 minutes 12 seconds East along the existing southerly right of way line of Cook Street, 82.67 feet; thence South 00 degrees 46 minutes 34 seconds West a distance of 1,969.05 feet; thence South 00 degrees 48 minutes 39 seconds West, 61.97 feet to a point on a 17,095.20 foot radius curve, the center of circle bears North 89 degrees 07 minutes 12 seconds West; thence southerly along the curve, 534.23 feet through a central angle of 01 degree 47 minutes 26 seconds and having a chord bearing of South 01 degree 46 minutes 31 seconds West for a distance of 534.21 feet; thence South 02 degrees 48 minutes 39 seconds West, 61.92 feet to a point on a 8,323.78 foot radius curve, the center of circle bears North 87 degrees 00 minutes 46 seconds West; thence southerly along the curve, 126.36 feet through a central angle of 00 degrees 52 minutes 11 seconds and having a chord bearing of South 03 degrees 25 minutes 20 seconds West for a distance of 126.35 feet to the south line of the Southeast Quarter of Section 34; thence South 88 degrees 56 minutes 24 seconds West along the south line, 17.84 feet to a point on a 23,437.68 foot radius curve, the center of circle bears North 85 degrees 46 minutes 47 seconds West; thence north along the curve, 59.95 feet through a central angle of 00 degrees 08 minutes 48 seconds and having a chord bearing of North 04 degrees 08 minutes 49 seconds East for a distance of 59.95 feet to the existing northerly right of way line of South Grand Avenue; thence South 88 degrees 59 minutes 00 seconds West along the existing northerly right of way line, 125.56 feet to the intersection with the existing westerly right of way line of Norfolk Southern Railway Company; thence North 00 degrees 49 minutes 21 seconds East along the existing westerly right of way line of South Grand Avenue, 63.04 feet; thence South 89 degrees 11 minutes 33 seconds East; 70.22 feet to a point 35.00 feet west of the proposed centerline of Union Pacific Railroad Track Main 1, being on a 8,248.78 foot radius curve, the center of circle bears North 86 degrees 56 minutes 16 seconds West; thence north along the curve 35.00 feet west and parallel to the proposed centerline, 298.24 feet through a central angle of 02 degrees 04 minutes 18 seconds and having a chord bearing of North 02 degrees 01 minutes 35 seconds East for a distance of 298.22 feet; thence North 00 degrees 50 minutes 51 seconds East, 61.87 feet to a point 35.00 feet west of the proposed centerline; thence North 00 degrees 46 minutes 34 seconds East along a line 35.00 feet west and parallel to the proposed centerline a distance of 857.23 feet; thence North 89 degrees 08 minutes 47 seconds West , 75.82 feet to the existing westerly right of way line of the Norfolk Southern Railroad; thence North 00 degrees 49 minutes 21 seconds East along the existing westerly right of way line, 382.50 feet; thence South 89 degrees 46 minutes 17 seconds East along the existing westerly right of

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way line, 9.86 feet; thence North 17 degrees 17 minutes 19 seconds East along the existing westerly right of way line, 78.50 feet; thence South 00 degrees 50 minutes 03 seconds West along the existing westerly right of way line, 40.04 feet; thence South 89 degrees 10 minutes 03 seconds East along the existing westerly right of way line, 40.06 feet; thence North 00 degrees 49 minutes 57 seconds East along the existing westerly right of way line a distance of 1,000.00 feet to the Point of Beginning containing 253,851.85 square feet or 5.828 acre, more or less.

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City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136B
Norfolk Southern Railway Company

Part of Barrett's Addition of Outlots to the City of Springfield and part of the Southeast Quarter and Northeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the northeast corner of Lot 11 of Block 3 of Barrett's Addition of Outlots to the City of Springfield being at the intersection of the existing easterly right of way line of Norfolk Southern Railway Company and the existing southerly right of way line of Lawrence Avenue, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,139,122.030 E = 2,444,075.214 at MP414.771 Railroad West, more or less; thence South 00 degrees 49 minutes 30 seconds West along existing railroad easterly right of way line a distance of 1,200.23 feet to the north line of Outlot 2 in Block 2 of Barrett's Addition of Outlots; thence South 88 degrees 59 minutes 43 seconds East along the north line, 20.17 feet; thence South 00 degrees 49 minutes 03 seconds West, 148.52 feet to the south line of Outlot 2; thence South 88 degrees 59 minutes 20 seconds East along the south line, 10.06 feet to the southeast corner of Outlot 2;thence South 00 degrees 48 minutes 58 seconds West along the east line of Outlots 3, 6 and Outlot 7 in Block 2 of Barrett's Addition of Outlots a distance of 436.64 feet; thence North 88 degrees 57 minutes 52 seconds West, 30.22 feet; thence South 00 degrees 49 minutes 20 seconds West, 160.46 feet to a point being 3.01 feet south of the north line of Outlot 11 in Block 2 of Barrett's Addition of Outlets; thence North 88 degrees 57 minutes 48 seconds West along a line 3.01 south of and parallel to the north line of Outlot 11, a distance of 61.07 feet; thence North 01 degrees 41 minutes 54 seconds East, 140.09 feet; thence South 88 degrees 32 minutes 07 seconds East, 10.92 feet to a point 120.00 feet east of the proposed centerline of the Union Pacific Railroad Mainline Track 1; thence North 00 degrees 46 minutes 34 seconds East along a line 120.00 feet east and parallel to the proposed centerline a distance of 1,805.68 feet to the North line of Lot 11 of Block 3 of Barrett's Addition of Outlots; thence South 89 degrees 09 minutes 01 seconds East along the north line, 49.45 feet to the Point of Beginning containing 112,524.75 square feet or 2.583 acre, more or less.

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City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136PE
Norfolk Southern Railway Company

That part of Lot 3 of E Iles Subdivision of Lands No. 2, situated in the Southeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southwest corner of Lot 3 of E Iles Subdivision of Lands No. 2, being the intersection of the existing northerly right of way line of South Grand Avenue and the existing easterly right of way line of Ninth Street; thence North 88 degrees 59 minutes 00 seconds East along the existing northerly right of way line, 250.13 feet; thence North 00 degrees 49 minutes 21 seconds East, 63.04 feet to the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,136,891.934 E = 2,443,763.725 at MP415.221 Railroad West, more or less; thence continuing North 00 degrees 49 minutes 21 seconds East, 17.00 feet; thence South 89 degrees 11 minutes 33 seconds East, 70.87 feet to a point 35.00 feet west of the proposed centerline of the Union Pacific Railroad Track No. 1 and on a 8,248.78 foot radius curve, the center of circle bears North 87 degrees 03 minutes 22 seconds West; thence south along the curved line 35.00 feet west of the proposed centerline, 17.01 feet through a central angle of 00 degrees 07 minutes 05 seconds and having a chord bearing of South 03 degrees 00 minutes 11 seconds West for a distance of 17.01 feet; thence North 89 degrees 11 minutes 33 seconds West, 70.22 feet to the Point of Beginning containing 1,199 29 square feet or 0.028 acre, more or less.

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Norfolk Southern Railway Company
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136REM 1

Part of Barrett's Addition of Outlots to the City of Springfield and part of the Southeast Quarter and Northeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the Northwest Corner of Block 10 of Elijah Iles Third Addition to the City of Springfield, Illinois in Section 34; thence South 89 degrees 04 minutes 12 seconds East along the former existing southerly right of way line of Cook Street, 405.01 feet to the intersection with a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1 and the existing southerly right of way line of Cook Street, being the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,139,524.424 E = 2,443,956.541 at MP414.695 Railroad West, more or less; thence continuing South 89 degrees 04 minutes 12 seconds East along the existing southerly right of way line of Cook Street, 24.10 feet to the Northwest corner of Lot 1 in Block 3 of Barrett's Addition of Outlots to the City of Springfield; thence South 00 degrees 49 minutes 57 seconds West along the west line of Lots 1 thru 10 in Block 3 of Barrett's Addition of Outlots to the City of Springfield, 400.56 feet to the Southwest Corner of Lot 10; thence South 89 degrees 09 minutes 01 seconds East along the south line of Lot 10, a distance of 50.96 feet; thence South 00 degrees 46 minutes 34 seconds West, 1805.68 feet; thence North 88 degrees 32 minutes 07 seconds West, 10.92 feet; thence South 01 degrees 41 minutes 54 seconds West, 140.09 feet to a point being 3.01 feet south of the north line of Outlot 11 in Block 2 of Barrett's Addition of Outlets; thence North 88 degrees 57 minutes 48 seconds West along a line 3.01 south of and parallel to the north line of Outlot 11 a distance of, 39.71 feet to the west line of Outlot 11 in Block 2 of Barrett's Addition of Outlets; thence South 00 degrees 49 minutes 57 seconds West along the west line of Outlots 11 and 14 extended, 405.88 feet to the south line of the Southeast Quarter of Section 34; thence South 88 degrees 56 minutes 23 seconds West along the south line of the Southeast Quarter of Section 34, a distance of 38.80 feet to a point on a 8,323.78 foot radius curve, the center of circle bears North 86 degrees 08 minutes 35 seconds West, being a point 15.00 feet west of the centerline of the proposed Norfolk and Southern Railroad Main Track 1; thence north along the curve 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 126.36 feet through a central angle of 00 degrees 52 minutes 11 seconds and having a chord bearing of North 03 degrees 25 minutes 20 seconds East for a distance of 126.35 feet; thence North 02 degrees 48 minutes 39 seconds East along a line 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 61.92 feet to a point on a 17,095.20 foot radius curve, the center of circle bears North 87 degrees 19 minutes 46 seconds West; thence north along the curve 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 534.23 feet through a central angle of 01 degrees 47 minutes 26 seconds and having a chord bearing of North 01 degrees 46 minutes 31 seconds East for a distance of 534.21 feet; thence North 00 degrees 48 minutes 39 seconds East along a line 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 61.97 feet; thence North 00 degrees

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46 minutes 34 seconds East along a line 15.00 feet west and parallel to the centerline of the proposed Norfolk and Southern Railroad Main Track 1, a distance of 1,969.05 feet to the Point of Beginning containing 166,145.35 square feet or 3.814 acres, more or less.

Exhibit 4

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Norfolk Southern Railway Company
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136REM 2

That part of Lot 3 of E Iles Subdivision of Lands No. 2, situated in the Southeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southwest corner of Lot 3 of E Iles Subdivision of Lands No. 2, being the intersection of the existing northerly right of way line of South Grand Avenue and the existing easterly right of way line of Ninth Street; thence North 88 degrees 59 minutes 00 seconds East along the existing northerly right of way line, 250.13 feet; thence North 00 degrees 49 minutes 21 seconds East, 63.04 feet to the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,136,891.934 E = 2,443,763.725 at MP415.221 Railroad West, more or less; thence continuing thence North 00 degrees 49 minutes 21 seconds East, a distance of 1,217.31 feet; thence South 89 degrees 08 minutes 47 seconds East, 75.82 feet; thence South 00 degrees 46 minutes 34 seconds West, 857.23 feet; thence South 00 degrees 50 minutes 51 seconds West, 61.87 feet to a point on a 8,248.78 foot radius curve, the center of circle bears North 89 degrees 00 minutes 34 seconds West; thence south along the curve, 298.24 feet through a central angle of 02 degrees 04 minutes 18 seconds and having a chord bearing of South 02 degrees 01 minutes 35 seconds West for a distance of 298.22 feet; thence North 89 degrees 11 minutes 33 seconds West, 70.22 feet to the Point of Beginning containing 92,164.92 square feet or 2.116 acres, more or less.

2024-524

Exhibit 4

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EXHIBIT C

Form of Quitclaim Deed for Parcels SR0136A & B (NSRC to City of Springfield)

Owner	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	929 E. South Grand Avenue, Springfield, Illinois
Route	10th Street Rail Corridor
County	Sangamon
Job No.	N/A
Parcel No.	SR0136A & B
P.I.N. No.	14-34.5-507-001, 14-34.5-507-002, 14-34.5-507-003, 14-34.5-507-004, 14-34.5-507-005, 14-34.5-507-006, 14-34.5-507-007, 14-34.5-507-008, 14-34.5-507-009, 14-34.5-507-010, 14-34.5-507-011, 14-34.5-507-012, 14-34.5-452-038
Section	19-00488-00-BR

QUITCLAIM DEED
(Corporation)

Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company, duly organized and existing under and by virtue of the laws of the Commonwealth of Virginia, and having a principal office in Atlanta, Georgia and duly authorized to transact business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten and 00/100's Dollars ($10.00) and certain other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, CONVEYS AND QUITCLAIMS to the City of Springfield, an Illinois Municipal Corporation, (Grantee), all existing legal and equitable rights of Grantor, including, without limitation, any after-acquired title, in and to the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

See attached Exhibit A containing legal descriptions.

AND, except for the interests quitclaimed, released and conveyed herein, such conveyance shall be subject to all restrictions, reservations, conditions, licenses, and easements, whether or not of record.

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IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed by its proper duly authorized officer as of the 30th day of September 2022.

Norfolk Southern Railway Company, successor in interest to
Norfolk and Western Railway Company, formerly known as
Wabash Railroad Company

By: _____
Malcolm G. Roop, Real Estate Manager

State of Georgia)
) ss
County of Fulton)

This instrument was acknowledged before me on _____, 2022, by Malcolm G. Roop, as Real Estate Manager Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
2024 Hickory Road, Suite 300
Homewood, IL 60430

After Recording, mail this instrument and future taxes tos:

City of Springfield
c/o: Chief Surveyor
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

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Exhibit 4

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EXHIBIT "A" TO EXHIBIT C
Quitclaim Deed (NSRC to City of Springfield)

City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136A
Norfolk Southern Railway Company

Part of the Southeast Quarter and the Northeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the Northwest Corner of Block 10 of Elijah Iles Third Addition to the City of Springfield, Illinois in Section 34; thence South 89 degrees 04 minutes 12 seconds East along the former existing southerly right of way line of Cook Street, 322.34 feet to the intersection with the existing westerly right of way line of the Norfolk Southern Railway Company and the existing southerly right of way line of Cook Street, being the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,139,525.766 E = 2,443,873.882 at MP414.695 Railroad West, more or less; thence continuing South 89 degrees 04 minutes 12 seconds East along the existing southerly right of way line of Cook Street, 82.67 feet; thence South 00 degrees 46 minutes 34 seconds West a distance of 1,969.05 feet; thence South 00 degrees 48 minutes 39 seconds West, 61.97 feet to a point on a 17,095.20 foot radius curve, the center of circle bears North 89 degrees 07 minutes 12 seconds West; thence southerly along the curve, 534.23 feet through a central angle of 01 degree 47 minutes 26 seconds and having a chord bearing of South 01 degree 46 minutes 31 seconds West for a distance of 534.21 feet, thence South 02 degrees 48 minutes 39 seconds West, 61.92 feet to a point on a 8,323.78 foot radius curve, the center of circle bears North 87 degrees 00 minutes 46 seconds West; thence southerly along the curve, 126.36 feet through a central angle of 00 degrees 52 minutes 11 seconds and having a chord bearing of South 03 degrees 25 minutes 20 seconds West for a distance of 126.35 feet to the south line of the Southeast Quarter of Section 34; thence South 88 degrees 56 minutes 24 seconds West along the south line, 17.84 feet to a point on a 23,437.68 foot radius curve, the center of circle bears North 85 degrees 46 minutes 47 seconds West; thence north along the curve, 59.95 feet through a central angle of 00 degrees 08 minutes 48 seconds and having a chord bearing of North 04 degrees 08 minutes 49 seconds East for a distance of 59.95 feet to the existing northerly right of way line of South Grand Avenue; thence South 88 degrees 59 minutes 00 seconds West along the existing northerly right of way line, 125.56 feet to the intersection with the existing westerly right of way line of Norfolk Southern Railway Company; thence North 00 degrees 49 minutes 21 seconds East along the existing westerly right of way line of South Grand Avenue, 63.04 feet; thence South 89 degrees 11 minutes 33 seconds East; 70.22 feet to a point 35.00 feet west of the proposed centerline of Union Pacific Railroad Track Main 1, being on a 8,248.78 foot radius curve, the center of circle bears North 86 degrees 56 minutes 16 seconds West; thence north along the curve 35.00 feet west and parallel to the proposed centerline, 298.24 feet through a central angle of 02 degrees 04 minutes 18 seconds and having a chord bearing of North 02 degrees 01 minutes 35 seconds East for a distance of 298.22 feet; thence North 00 degrees 50 minutes 51 seconds East, 61.87 feet to a point 35.00 feet west of the proposed centerline; thence North 00 degrees 46 minutes 34 seconds East along a line 35.00 feet west and parallel to the proposed centerline a distance of 857.23 feet; thence North 89 degrees 08 minutes 47 seconds West , 75.82 feet to the existing westerly right of way line of the Norfolk Southern Railroad; thence North 00 degrees 49 minutes 21 seconds East along the existing westerly right of way line, 382.50 feet; thence South 89 degrees 46 minutes 17 seconds East along the existing westerly right of

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way line, 9.86 feet; thence North 17 degrees 17 minutes 19 seconds East along the existing westerly right of way line, 78.50 feet; thence South 00 degrees 50 minutes 03 seconds West along the existing westerly right of way line, 40.04 feet; thence South 89 degrees 10 minutes 03 seconds East along the existing westerly right of way line, 40.06 feet; thence North 00 degrees 49 minutes 57 seconds East along the existing westerly right of way line a distance of 1,000.00 feet to the Point of Beginning containing 253,851.85 square feet or 5.828 acre, more or less.

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City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136B
Norfolk Southern Railway Company

Part of Barrett's Addition of Outlots to the City of Springfield and part of the Southeast Quarter and Northeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Beginning at the northeast corner of Lot 11 of Block 3 of Barrett's Addition of Outlots to the City of Springfield being at the intersection of the existing easterly right of way line of Norfolk Southern Railway Company and the existing southerly right of way line of Lawrence Avenue, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,139,122.030 E = 2,444,075.214 at MP414.771 Railroad West, more or less; thence South 00 degrees 49 minutes 30 seconds West along existing railroad easterly right of way line a distance of 1,200.23 feet to the north line of Outlot 2 in Block 2 of Barrett's Addition of Outlots; thence South 88 degrees 59 minutes 43 seconds East along the north line, 20.17 feet; thence South 00 degrees 49 minutes 03 seconds West, 148.52 feet to the south line of Outlot 2; thence South 88 degrees 59 minutes 20 seconds East along the south line, 10.06 feet to the southeast corner of Outlot 2;thence South 00 degrees 48 minutes 58 seconds West along the east line of Outlots 3, 6 and Outlot 7 in Block 2 of Barrett's Addition of Outlots a distance of 436.64 feet; thence North 88 degrees 57 minutes 52 seconds West, 30.22 feet; thence South 00 degrees 49 minutes 20 seconds West, 160.46 feet to a point being 3.01 feet south of the north line of Outlot 11 in Block 2 of Barrett's Addition of Outlets; thence North 88 degrees 57 minutes 48 seconds West along a line 3.01 south of and parallel to the north line of Outlot 11, a distance of 61.07 feet; thence North 01 degrees 41 minutes 54 seconds East, 140.09 feet; thence South 88 degrees 32 minutes 07 seconds East, 10.92 feet to a point 120.00 feet east of the proposed centerline of the Union Pacific Railroad Mainline Track 1; thence North 00 degrees 46 minutes 34 seconds East along a line 120.00 feet east and parallel to the proposed centerline a distance of 1,805.68 feet to the North line of Lot 11 of Block 3 of Barrett's Addition of Outlots; thence South 89 degrees 09 minutes 01 seconds East along the north line, 49.45 feet to the Point of Beginning containing 112,524.75 square feet or 2.583 acre, more or less.

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EXHIBIT D
Form of Easement (NSRC TO City of Springfield – Springfield Yard Parcel)

Owner	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	929 E. South Grand Avenue, Springfield, Illinois
Route	10th Street Rail Corridor
County	Sangamon
Job No.	N/A
Parcel No.	SR0136-PE
P.I.N. No.	14-34.5-507-001
Section	19-00488-00-BR

PERMANENT EASEMENT
(Corporation)

Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company, a corporation organized and existing under and by virtue of the laws of the Commonwealth of Virginia and duly authorized to do business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten and 00/100's Dollars ($10.00), receipt of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, without warranty or representation of any type and, subject to the terms and conditions stated herein, grants and conveys to the City of Springfield, an Illinois Municipal Corporation, (Grantee), a permanent easement for the purpose of constructing and maintaining a shared access road, on, over and through the following described real estate:

See attached legal description

situated in the County of Sangamon, State of Illinois. The above-described real estate and improvements located thereon are herein referred to as the "Premises."

Grantor, for use and benefit of Grantor, its subsidiaries, affiliates parent corporation, and third party under the direction of Grantor, shall have and retains all rights to use and occupy the Premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, neither party's use and occupation of the premises may unreasonably interfere with the other party's use of the Premises for the purposes herein described. Grantor shall have no obligation to maintain the access road, and shall not be responsible for any claims, cost, expense or liability arising from use by Grantee, or Grantee's successors or assigns, and Grantee hereby agrees to maintain the access road to a commercially reasonable condition suitable for two-wheel drive vehicular at its expense. Grantee may satisfy the obligation to maintain the access road by agreement with any other authorized user of said access road.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor. Grantee may convey a subsidiary access easement to any third party upon notice to Grantor.

If, at any time, the Easements herein granted, or any part thereof shall be permanently abandoned by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property. For the

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Exhibit 4

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purposes of this paragraph, "abandonment" shall mean a period of non-use combined with affirmative actions by Grantee to indicate an intent to permanently forgo future use, including, without limitation, permanent redevelopment to prevent access or removal of improvements facilitating Grantee's use without replacement of the same.

IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed by its proper duly authorized officer as of the 30th day of September, 2022.

Norfolk Southern Railway Company, successor in interest to
Norfolk and Western Railway Company, formerly known as
Wabash Railroad Company

By: _____
Malcolm G. Roop, Real Estate Manager

State of Georgia)
) ss
County of Fulton)

This instrument was acknowledged before me on _____, 2022, by Malcolm G. Roop, as Real Estate Manager Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company.

(SEAL)

_____
Notary Public

My Commission Expires: _____

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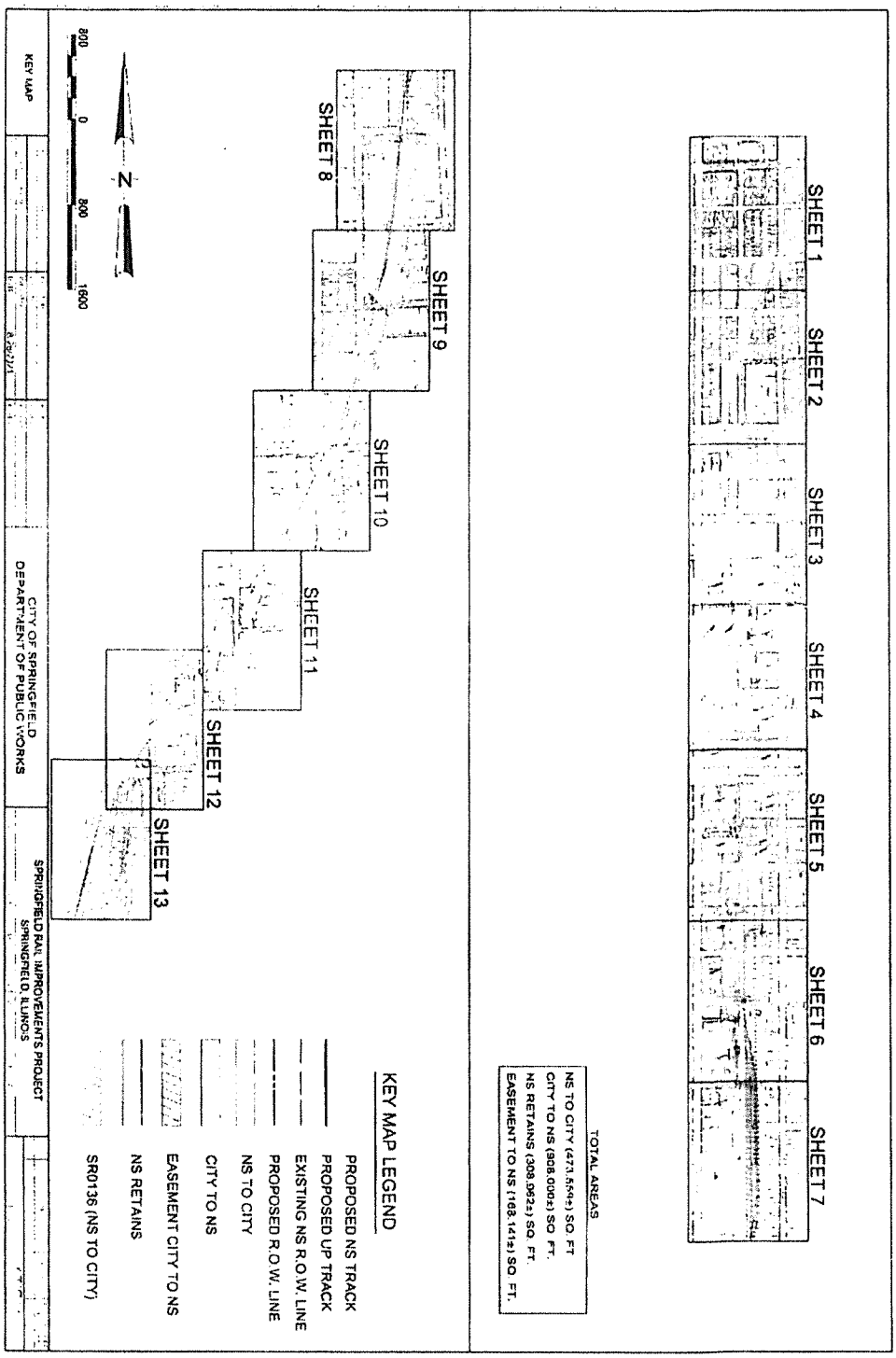
City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0136PE
Norfolk Southern Railway Company

That part of Lot 3 of E Iles Subdivision of Lands No. 2, situated in the Southeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southwest corner of Lot 3 of E Iles Subdivision of Lands No. 2, being the intersection of the existing northerly right of way line of South Grand Avenue and the existing easterly right of way line of Ninth Street; thence North 88 degrees 59 minutes 00 seconds East along the existing northerly right of way line, 250.13 feet; thence North 00 degrees 49 minutes 21 seconds East, 63.04 feet to the Point of Beginning, the coordinates of which monument referred to the Illinois State Plain Coordinates System, West Zone, are N = 1,136,891.934 E = 2,443,763.725 at MP415.221 Railroad West, more or less; thence continuing North 00 degrees 49 minutes 21 seconds East, 17.00 feet; thence South 89 degrees 11 minutes 33 seconds East, 70.87 feet to a point 35.00 feet west of the proposed centerline of the Union Pacific Railroad Track No. 1 and on a 8,248.78 foot radius curve, the center of circle bears North 87 degrees 03 minutes 22 seconds West; thence south along the curved line 35.00 feet west of the proposed centerline, 17.01 feet through a central angle of 00 degrees 07 minutes 05 seconds and having a chord bearing of South 03 degrees 00 minutes 11 seconds West for a distance of 17.01 feet; thence North 89 degrees 11 minutes 33 seconds West, 70.22 feet to the Point of Beginning containing 1,199.29 square feet or 0.028 acre, more or less.

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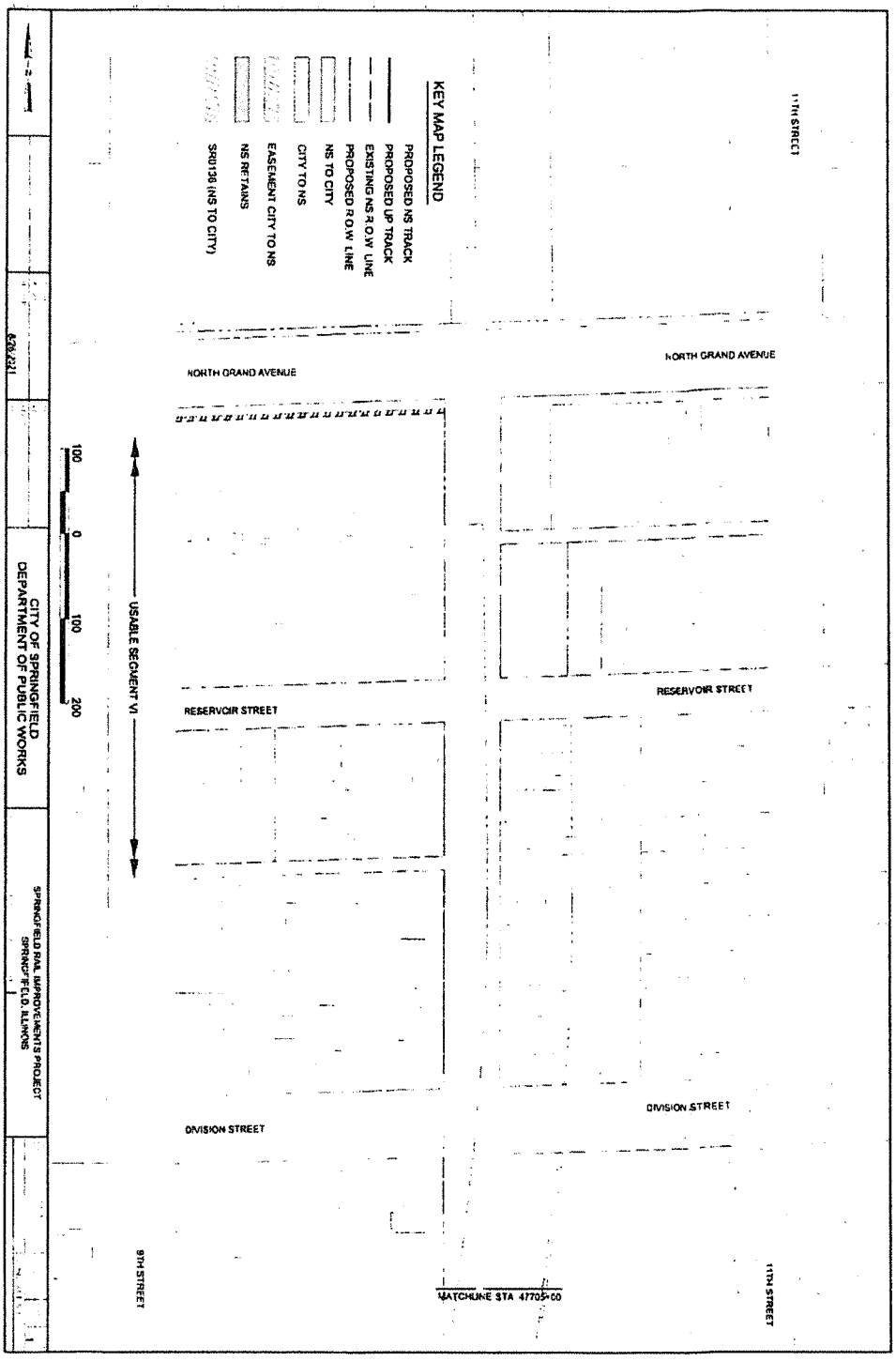
EXHIBIT E
Corridor Exchange Exhibit



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Exhibit 4

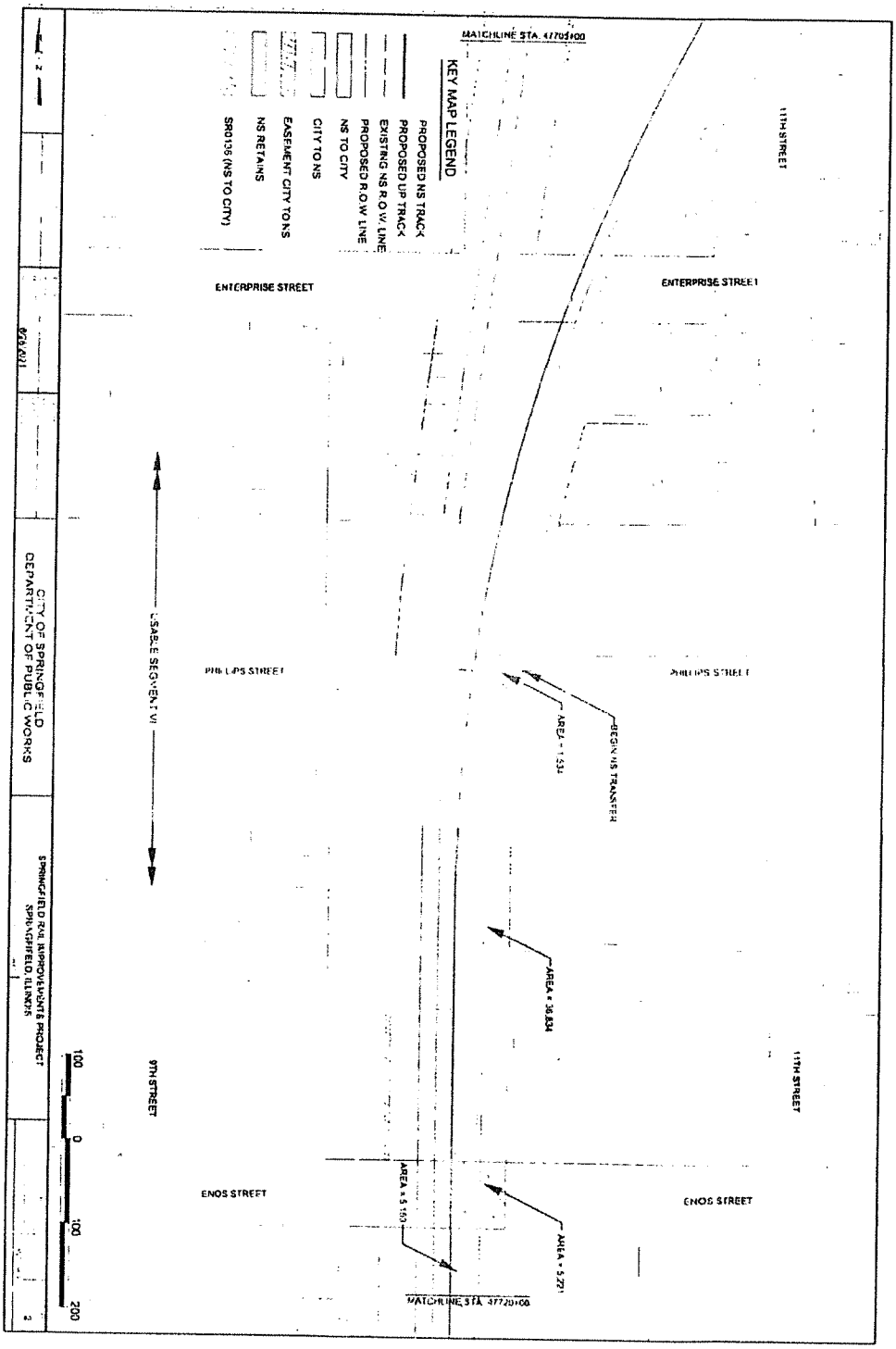
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Exhibit 4

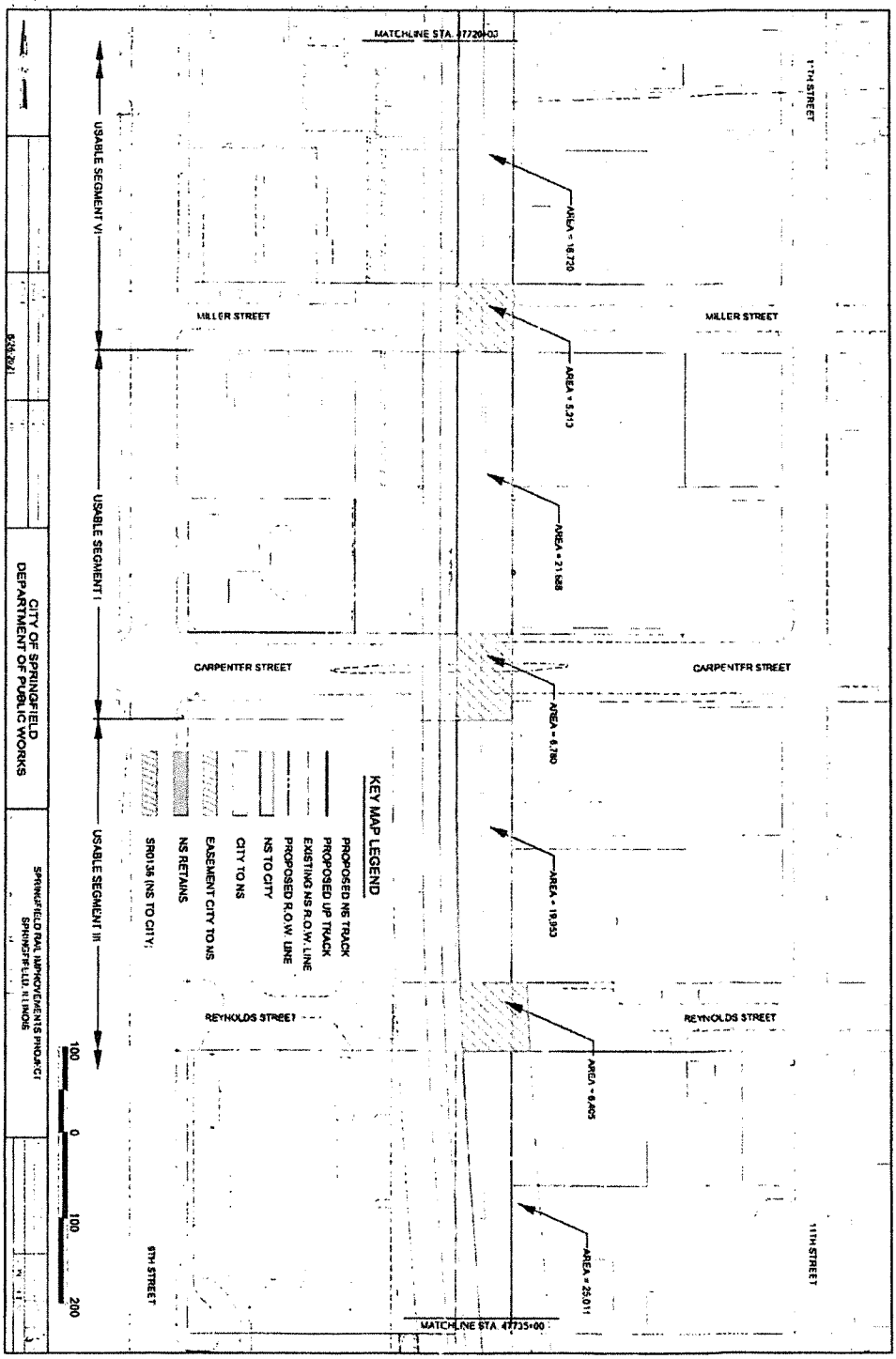
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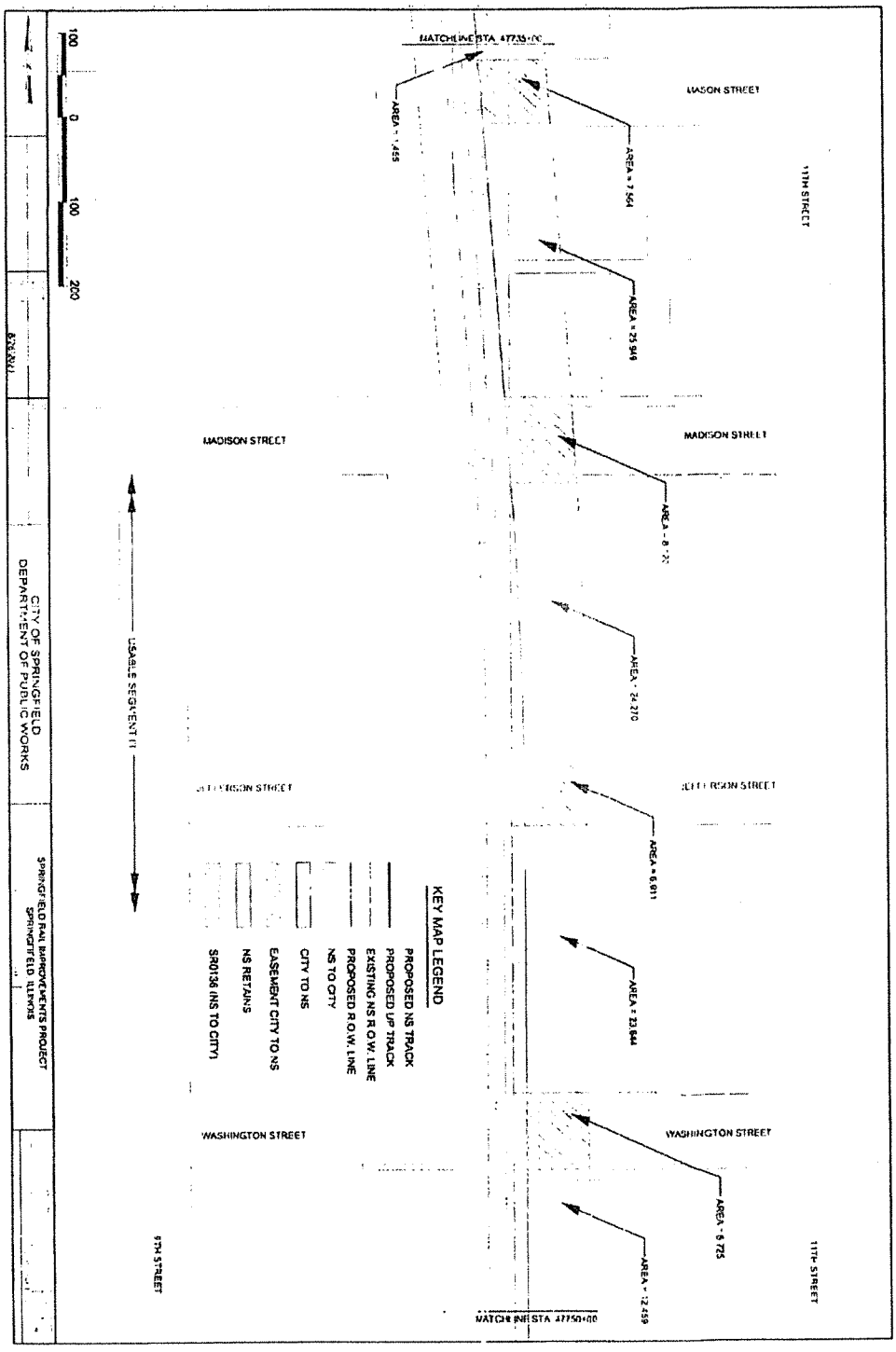
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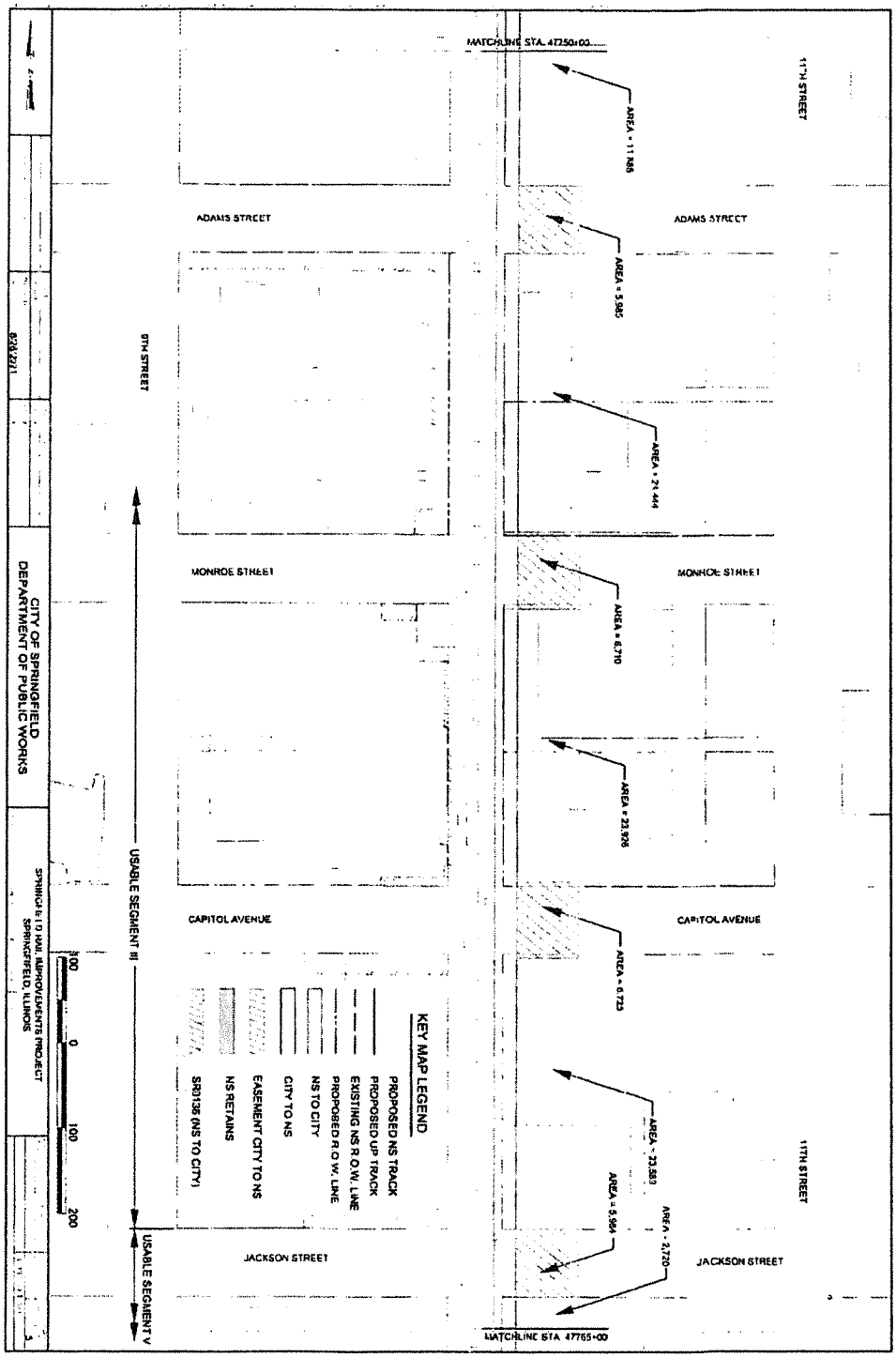
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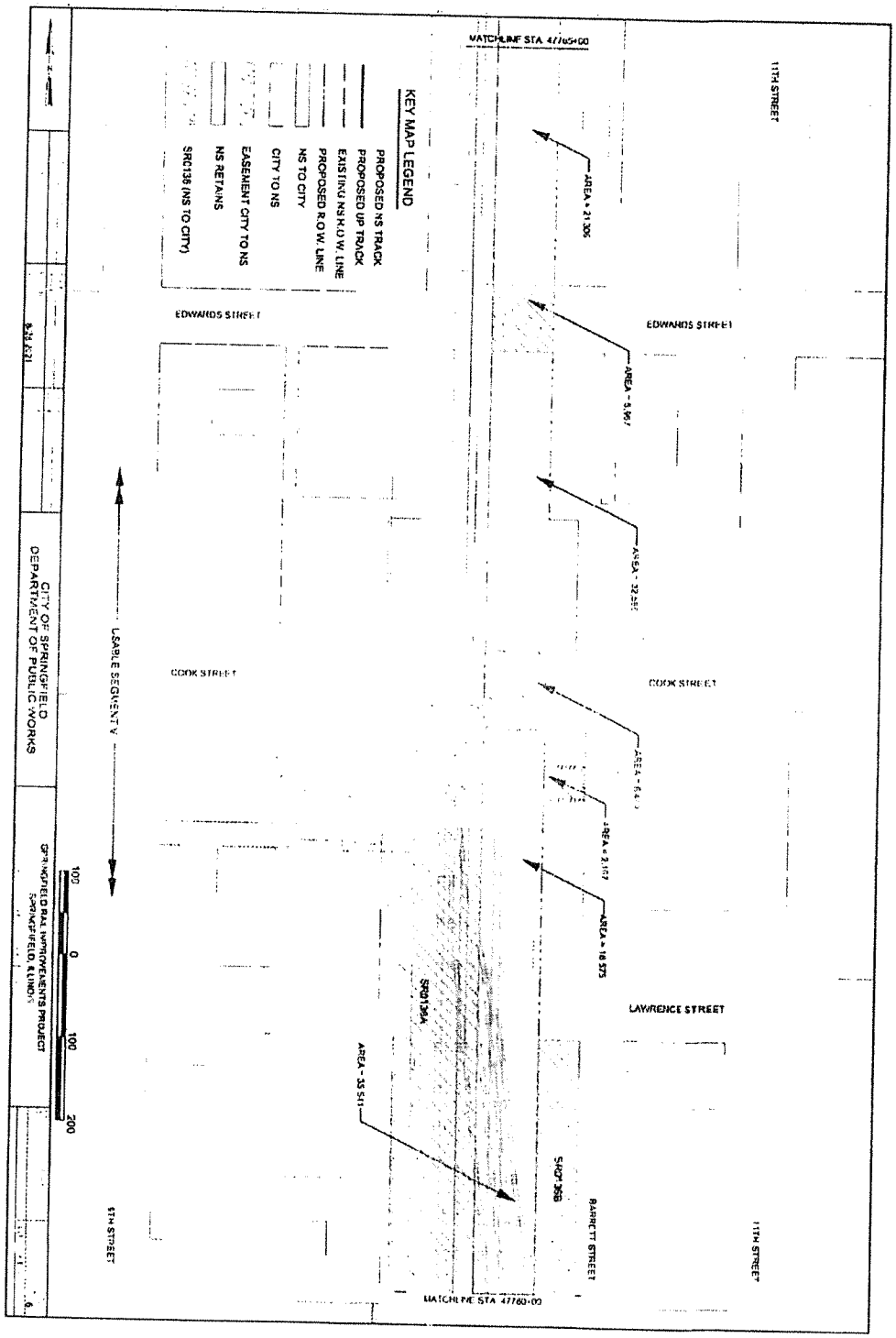
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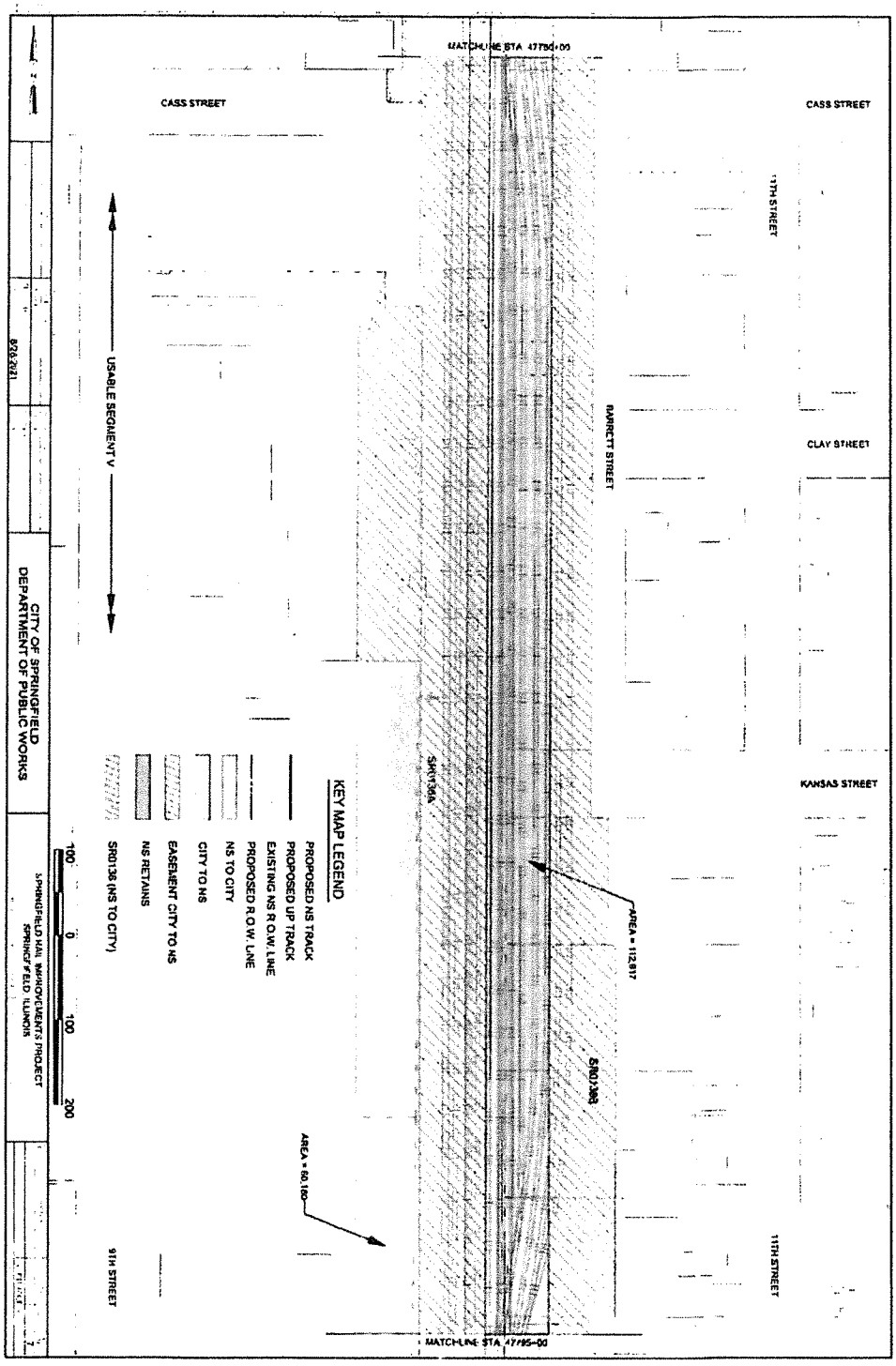
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One line, infinite possibilities.



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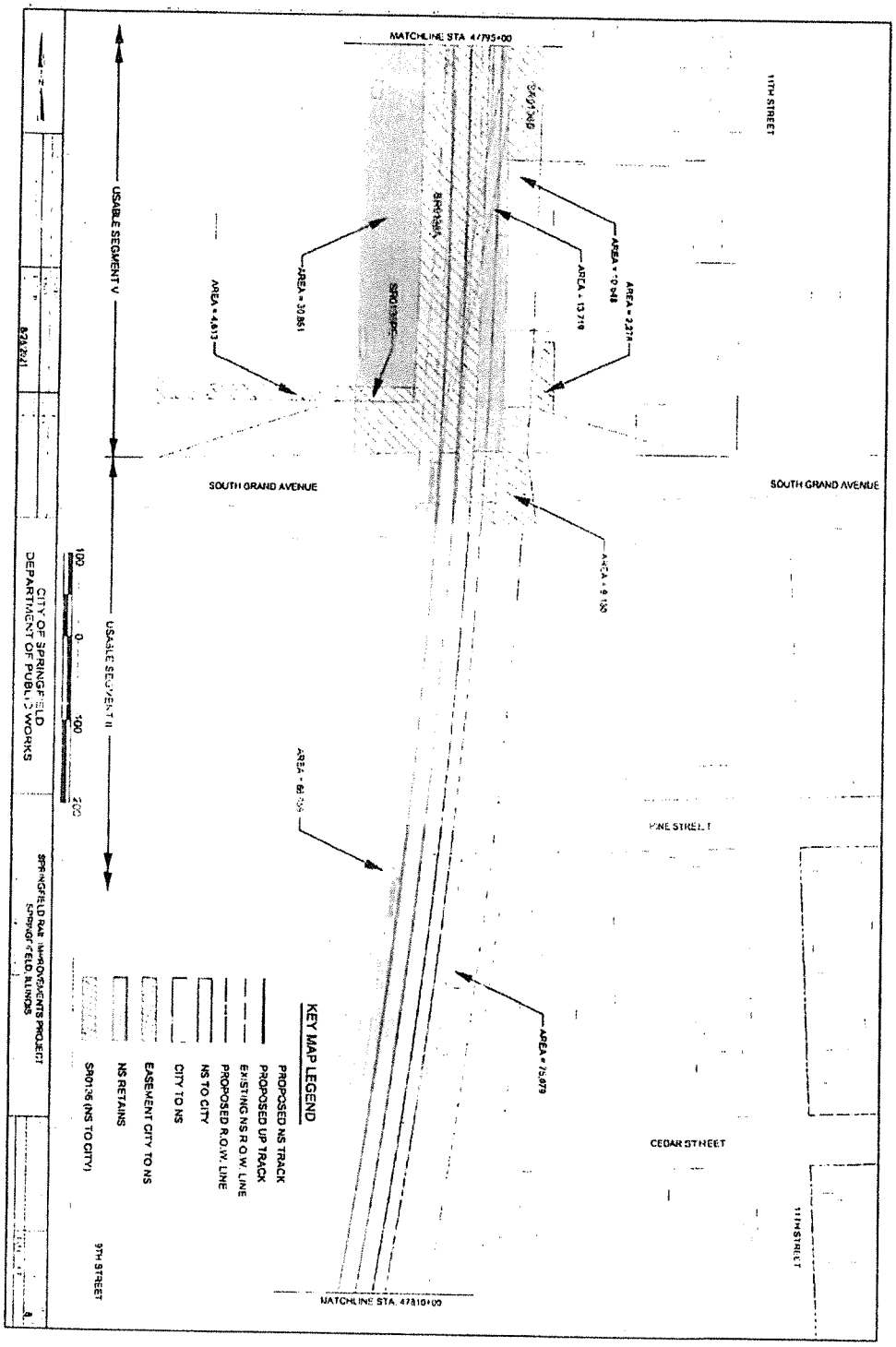
NORFOLK SOUTHERN
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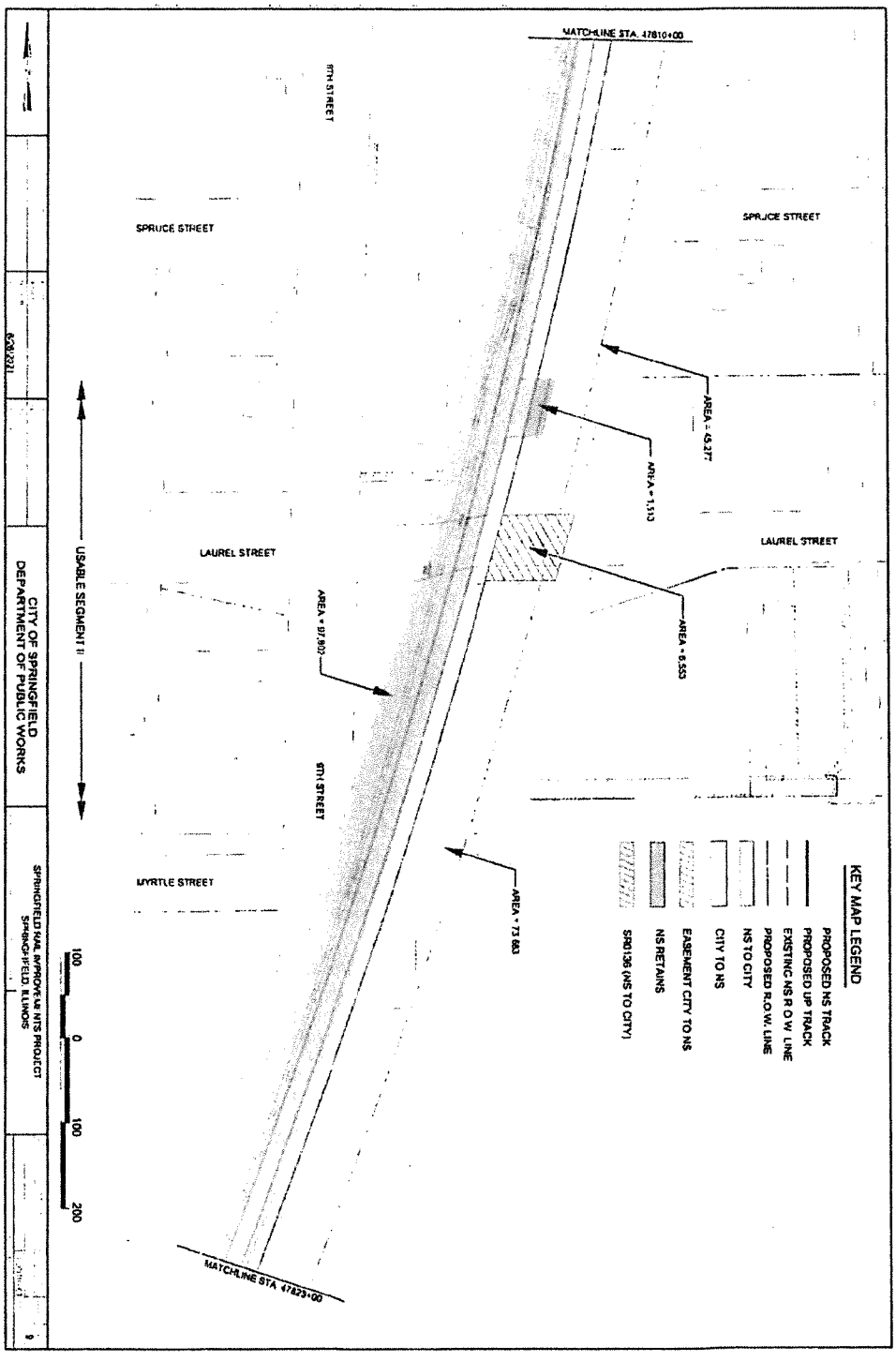
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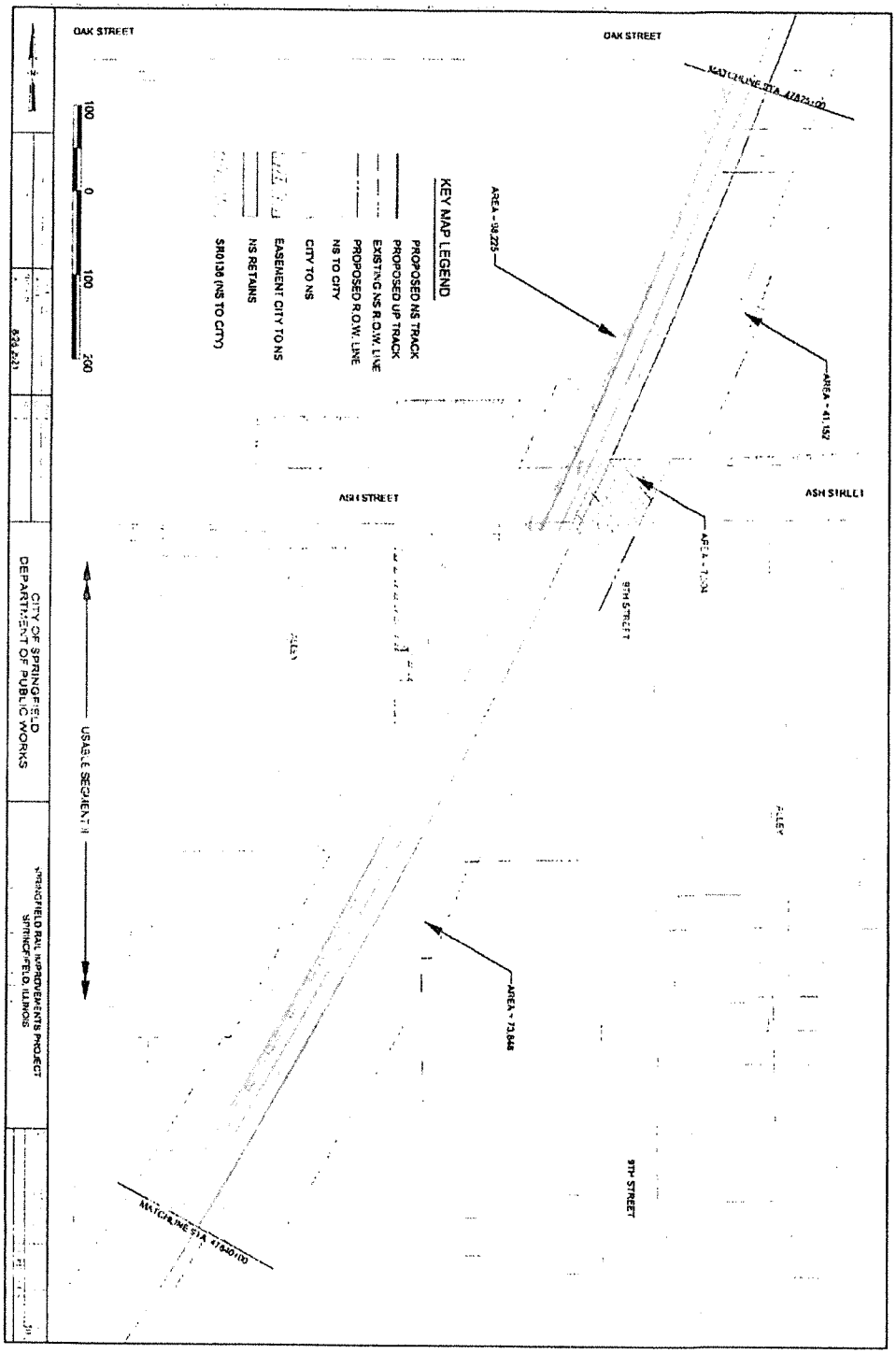
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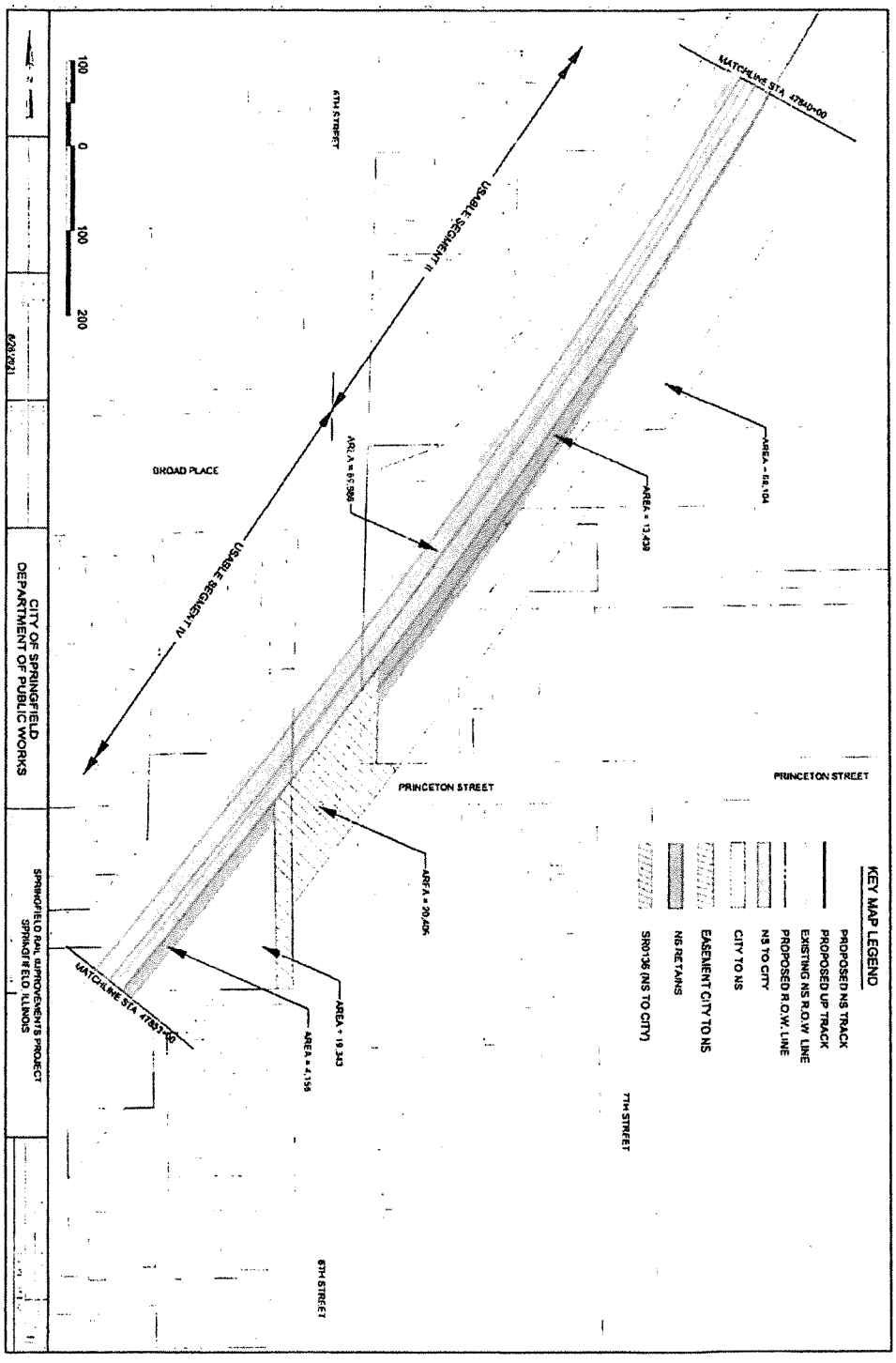
NORFOLK SOUTHERN
One line, infinite possibilities.



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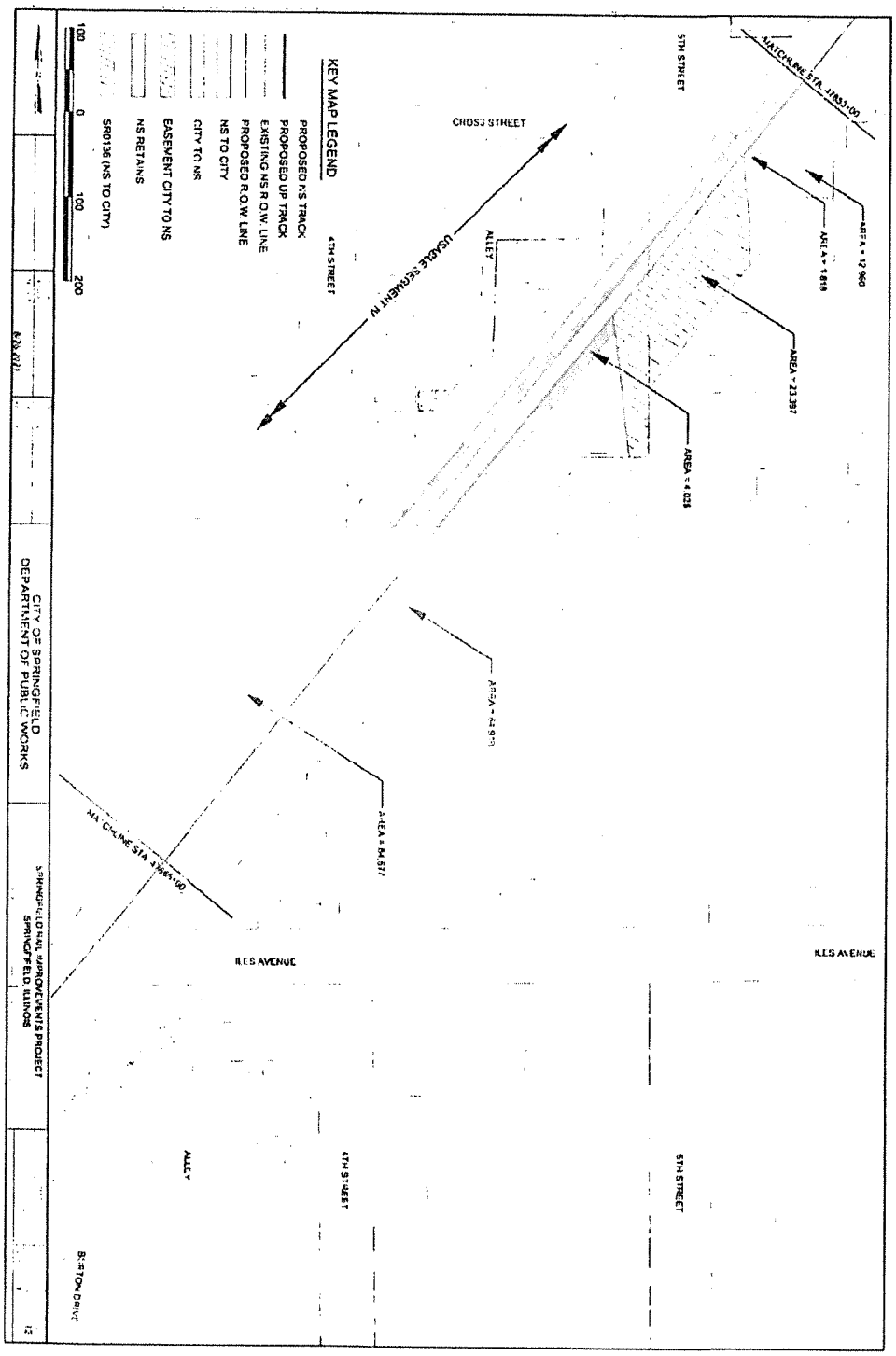
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One line, infinite possibilities.



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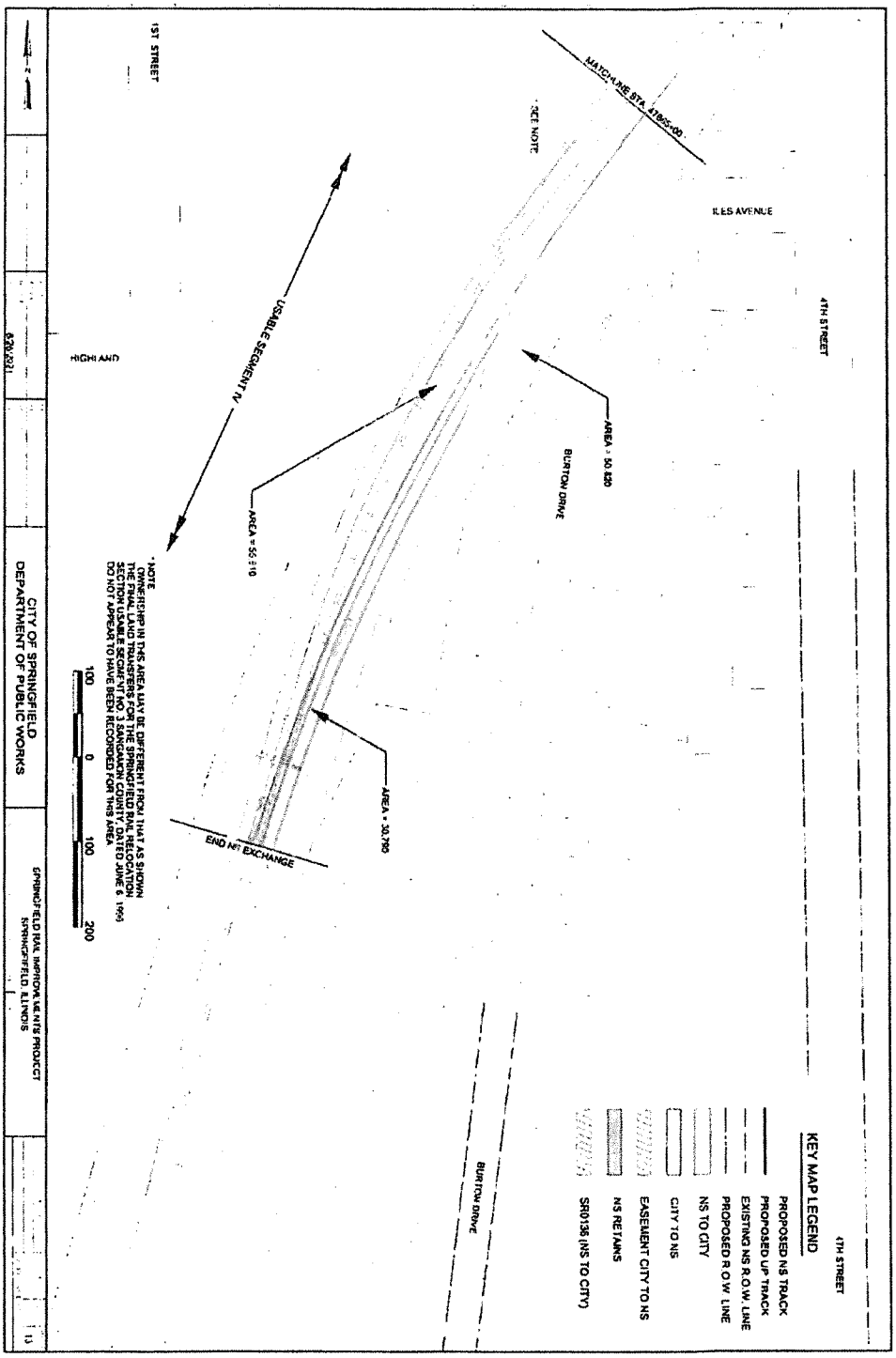
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EXHIBIT F
NSRC Survey Requirements

NS REAL ESTATE ENGINEERING PLAT AND LEGAL DESCRIPTION REQUIREMENTS FOR CONVEYANCE AND PERMANENT EASEMENTS:

The Applicant must submit the following documents to Norfolk Southern Railway Company, or its appropriate subsidiary for review and approval:

1. The survey plat drawing must be presented in a recordable PDF format (Proper size, statements, medium, etc.) for the county in which the survey is conducted. The document must be sufficient for use as a conveyance document.

    a. The final survey plat submitted must contain a signed Surveyor's stamp. The surveyor's name, address and telephone number shall be printed on the plat along with the legal description in a legible manner.

    b. The surveyor must also submit a survey plat in digital format (AutoCAD or MicroStation convertible file). The CAD drawing must be translated and rotated according to the appropriate State Plane Coordinate Zone. Units of the CAD file shall be US Survey Feet. All adjoining property lines must be included on the CAD file.

2. A legal description must be submitted in PDF format and Microsoft Office Word format unless extenuating circumstances prevent the usage of that Word processing program for production of legal description. The description may be used within a legal document or as referenced material. The description must indicate a distance to the nearest railroad mile post and the direction of increasing railroad mile posts where appropriate. The "**Point of Beginning**" must be identified with the appropriate State Plane Coordinates in the legal description where permitted by the local government agency.

3. A PDF document containing the appropriate State Plane Coordinates each of the Permanent Easement area corners numbered beginning with the number 1 at the "**Point of Beginning**" must be submitted.

Requirements for Survey Plat and Legal Description are as follows:

• The survey plat and legal description must be presented in a form and manner that the local government agency will accept for filing. **Knowledge of what is acceptable is the sole responsibility of the surveyor.**

• The required accuracy for the survey shall meet or exceed an error of the most restrictive and/or appropriate of the following requirements and must be shown on the survey plat:

- •Closure of 1:10,000 for all urban property and rural property valued at or greater than $1,000.00 per acre.
- •Closure of 1:5,000 for rural property valued at less than $1,000 per acre.
- •ALTA-ACSM Allowable Positional Tolerance for Land Title Surveys of 0.07 feet per point.
- •Or minimum state requirements for surveys to be used in the conveyance of property.

• The surveyor will obtain copies of tax maps and deeds for property to be acquired and all adjacent properties. Adjoining property owners shall be identified by name and deed reference. All adjoining property lines are to be delineated on the survey plat.

• Norfolk Southern Railway Company, or its subsidiaries, will decide whether to attach the surveyor's plat and description to the deed.

• Monuments shall not be placed on the subject parcel until the survey plat is approved by the Norfolk Southern Real Estate Engineering Department. When monuments are placed they will be placed at the corners and changes in curves (PC & PT including PCC, TS, SC, CS and ST points where applicable).

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Requirements for Survey Plat and Legal Description (continued):

• All monuments placed along the boundary of operating Right of Way, property owned by Norfolk Southern and/or subsidiaries shall bear an aluminum cap, provided by Norfolk Southern Real Estate Engineering Department. Said caps shall be stamped with a provided unique identifier, along with the RLS # of the supervising surveyor. A report including point ID, Northing, Easting, and Elevation shall be submitted. Caps are designed for use with 5/8 inch rebar.

• The survey must establish railroad valuation stationing where appropriate. This stationing must be delineated on the plat. The stationing will be established using the ties marked on the valuation map provided by the Real Estate Department. A bridge abutment or other fixed object or landmark where the location is reliable and has an established railroad valuation station shown on a valuation map may also be used to establish railroad stationing.

• The survey plat shall state what monuments (culverts, headwalls, etc.) were used to establish the railroad stationing.

• The surveyor should check with NS Real Estate Engineering to ensure that the correct owning Company (Norfolk Southern Railway Company, Alabama Great Southern Railway Company, Cincinnati Southern Railway Company, Central of Georgia Railroad Company, etc.) is shown on the survey plat.

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EXHIBIT G

Form of Quitclaim Deed for Corridor Exchange (NSRC to City of Springfield)

Owner	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	(TBD)
Route	10th Street Rail Corridor
County	Sangamon
Job No.	N/A
Parcel No.	(TBD)
P.I.N. No.	(TBD)
Section	19-00488-00-BR

QUITCLAIM DEED
(Corporation)

Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company, duly organized and existing under and by virtue of the laws of the Commonwealth of Virginia, and having a principal office in Atlanta, Georgia and duly authorized to transact business under the Statutes of the State of Illinois, (Grantor), for and in consideration of Ten and 00/100's Dollars ($10 00) and certain other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the authority given by the Board of Directors of said corporation, CONVEYS AND QUITCLAIMS to the City of Springfield, an Illinois Municipal Corporation, (Grantee), all existing legal and equitable rights of Grantor, including, without limitation, any after-acquired title, in and to the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

See attached legal description(s).

AND, except for the interests quitclaimed, released and conveyed herein, such conveyance shall be subject to all restrictions, reservations, conditions, licenses, and easements, whether or not of record.

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IN WITNESS WHEREOF, the Grantor has caused this indenture to be signed by its proper duly authorized officer as of the 30th day of September 2022.

Norfolk Southern Railway Company, successor in interest to
Norfolk and Western Railway Company, formerly known as
Wabash Railroad Company

By: _____
Kristi D. Blair, Real Estate Manager

State of Georgia)
) ss
County of Fulton)

This instrument was acknowledged before me on _____, 2022, by Kristi D. Blair, as Real Estate Manager Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by:

Mark D. Mathewson
Mathewson Right of Way Company
2024 Hickory Road, Suite 300
Homewood, IL 60430

After recording, mail this instrument and future taxes to:

City of Springfield
c/o: Chief Surveyor
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

2024-524

Exhibit 4

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EXHIBIT H

Permanent Easement for Flyover (Parcel SR0329 NSRC to City of Springfield)

Grantor:	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	
Route	10th Street Rail Corridor
County	Sangamon
Job No.	N/A
Parcel No.	SR0329PE
P.I.N. No.	
Section	

DRAFT

PERMANENT EASEMENT

THIS EASEMENT DEED MADE AS OF _____ day of _____, 20__ by and between **Norfolk Southern Railway Company**, a Virginia corporation, hereinafter called "Grantor", and **City of Springfield**, an Illinois municipal corporation, hereinafter called "Grantee".

NOW, THEREFORE, for and in consideration of payment of the sum of Ten and 00/100, which is full monetary consideration for this conveyance, and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, Grantee's successors and assigns, WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made an **AERIAL RIGHTS EASEMENT**, as more particularly described at Exhibit A and depicted on the plat attached hereto, and made a part hereof, attached as Exhibit B ("Easement"), for the purpose of constructing, maintaining, repairing, replacing and removing an overhead bridge, being a part of [Insert Road Name] with such aerial easement rights being the airspace extending above (but not below) the plane by the bottom of the bridge structure as exists the date of this conveyance, unless otherwise depicted at Exhibit B. The Easement granted pursuant to this document being on, over or across Grantor's property located underneath [Insert Road Name] on or near Springfield, Sangamon County, Illinois, approximately located at Milepost [Insert Milepost], are hereby granted for the purpose of facilitating the modification and maintenance of an overhead bridge extending across and above existing railroad tracks, Project No. ("**Name Project**").

EXCEPTING and RESERVING unto Grantor (including without limitation, its affiliates, subsidiaries, parent corporations, licensees and lessees), its successors and assigns (including without limitation, its affiliates, subsidiaries, parent corporations, licensees and lessees) ("Grantor Parties"), the right to continue to maintain, repair, renew and operate a railroad and appurtenances on, in, under and around the Easement and to construct such additional track(s) and other railroad facilities on, in, under and around the Easement to maintain, repair, renew and operate the same as in the judgment of Grantor Parties may be requisite (including, without

limitation, any vertical or horizontal clearances as may exist, or as modified as shown at Exhibit B.

FURTHER EXCEPTING AND RESERVING, further, unto Grantor Parties (including any third parties under agreement with Grantor Parties) the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said Easement and to install, maintain, repair, renew and operate the same as in the judgment of Grantor Parties may be requisite, including without limitation, the right to construct, locate, maintain, renew, replace, upgrade, operate, maintain and remove any existing fiber optics cables and related facilities with corresponding rights of ingress and egress across adjacent lands to a public right of way for the enjoyment of the rights reserved herein.

TO HAVE AND TO HOLD the Easement and rights herein granted, solely for the purpose herein contained; SUBJECT, however, to any public or private utilities, cables, wires, pipes and other facilities located in, on, over, under or across the Easement and all agreements, easements and right granted or reserved therefor, whether the instruments granting or reserving the same be recorded or unrecorded; ALSO SUBJECT TO the following terms, conditions, exceptions and reservations:

1. Grantor Parties shall not be required to assume any expense in connection with or incident to any construction, maintenance, use. repair, or replacement of any facilities located within the Easement and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use, repair or replacement of any facilities located within the Easement under and across the aforesaid parcel of land or adjacent property of Grantor. Grantee shall be solely responsible for any and all construction, maintenance, repair or replacement costs of any improvements constructed, and Grantor shall not be responsible for storm water fees that may be assessed as a result Grantee's construction of the [Name] Project. Nothing contained herein shall be construed to place upon the Grantor liability for injury to or death of persons or loss or destruction of or damage to property, arising from or in any manner connected with any failure to properly construct, maintain or repair said [Name] Project.

2. Grantee, its contractors, agents, licensees, successors or assigns, shall not conduct any activities or perform construction related to [Name] Project occupying the aforementioned Easement until written permission has been granted by Grantor's Public Improvements Department, and Grantee's engineering and construction plans meet Grantor's specifications. Prior to entering the Easement to commence work, Grantee's contractors must submit insurance document acceptable to Grantor's Risk Management Department. Once authorization to commence work has been provided by Grantor, all of Grantee's work shall at all times be subject to the inspection and approval of the Grantor,

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and shall require the contractor to comply with the requirements of the special provisions governing or controlling temporary work and protection of the operations of the Grantor as approved.

3. Grantee shall reimburse Grantor Parties for furnishing the type of protection, flagging, inspection, or other supervision as required by Grantor Parties. No work shall commence on, in, above, or under the Easement until such protection has been secured, as may be applicable in the judgment of the Grantor's Division Engineer. In addition to direct wage and material cost, such expense shall include, but shall not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances and all other expense incidental thereto, provided for in 23 CFR Part 646B.

4. Legal title and ownership in any structure erected by the Grantee within the Easement shall remain with the Grantee, its successors and/or assigns.

5. Grantee, its successors and assigns, shall not at any time impair or interfere with the lateral or subjacent support of Grantor's properties, structures, tracks, or improvements on or adjacent to the Easement, or otherwise damage the same in any way, including, without limitation, creation of any drainage conditions detrimental to the safety or efficiency of railroad operations.

6. Excluded from this grant are any and all rights of way for access, ingress, or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantor.

7. If, at any time, the Easement herein granted, or any part thereof shall not longer be used or required by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property.

8. No explosives of any kind shall be used within the Easement.

9. No debris will be buried in or burned within the Easement.

10. A minimum clearance of fifteen feet (15') from the centerline of the nearest track shall be maintained at all times for any material, equipment or vehicles of Grantee occupying the Easement unless authorized in writing by Grantor or Grantor's Superintendent.

11. The Grantee, for itself and for its successors and assigns, agrees that the terms and conditions of this Deed of Easement shall be covenants running with the land described herein and bind all future owners of the property described herein.

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(Signature Pages to Follow)

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Exhibit 4

2024-524

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(Grantor Signature Page)

IN WITNESS WHEREOF, Norfolk Southern Railway Company, has caused its corporate name to be subscribed here to by _____, its Real Estate Manager, thereunto duly authorized by a Certificate of Incumbency, this _____ day of _____, 2022.

NORFOLK SOUTHERN RAILWAY COMPANY

BY

_____
Real Estate Manager

STATE OF GEORGIA)

COUNTY OF FULTON)

Before me, a Notary Public in and for the said County, personally appeared _____the corporation which executed the foregoing instrument, signed the same and acknowledged to me that he/she did so sign and instrument in the name and upon behalf of said corporation as such officer; that the same is he/her free act and deed as such officer and the free and corporate act and deed of said corporation; and that she was duly authorized thereunto by a Certificate of Incumbency.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Atlanta, Georgia, this _____ day of _____, 2022.

My commission expires:_____

_____
Notary Public

2024-524

Exhibit 4

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EXHIBIT "A" TO EXHIBIT H

Permanent Easement Parcel SR0329PE (NSRC to City of Springfield)

City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR
Parcel SR0329PE
Norfolk Southern Railway Co.

DRAFT

Part of the Northeast Quarter of Section 27 of Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois, more particularly described as follows:

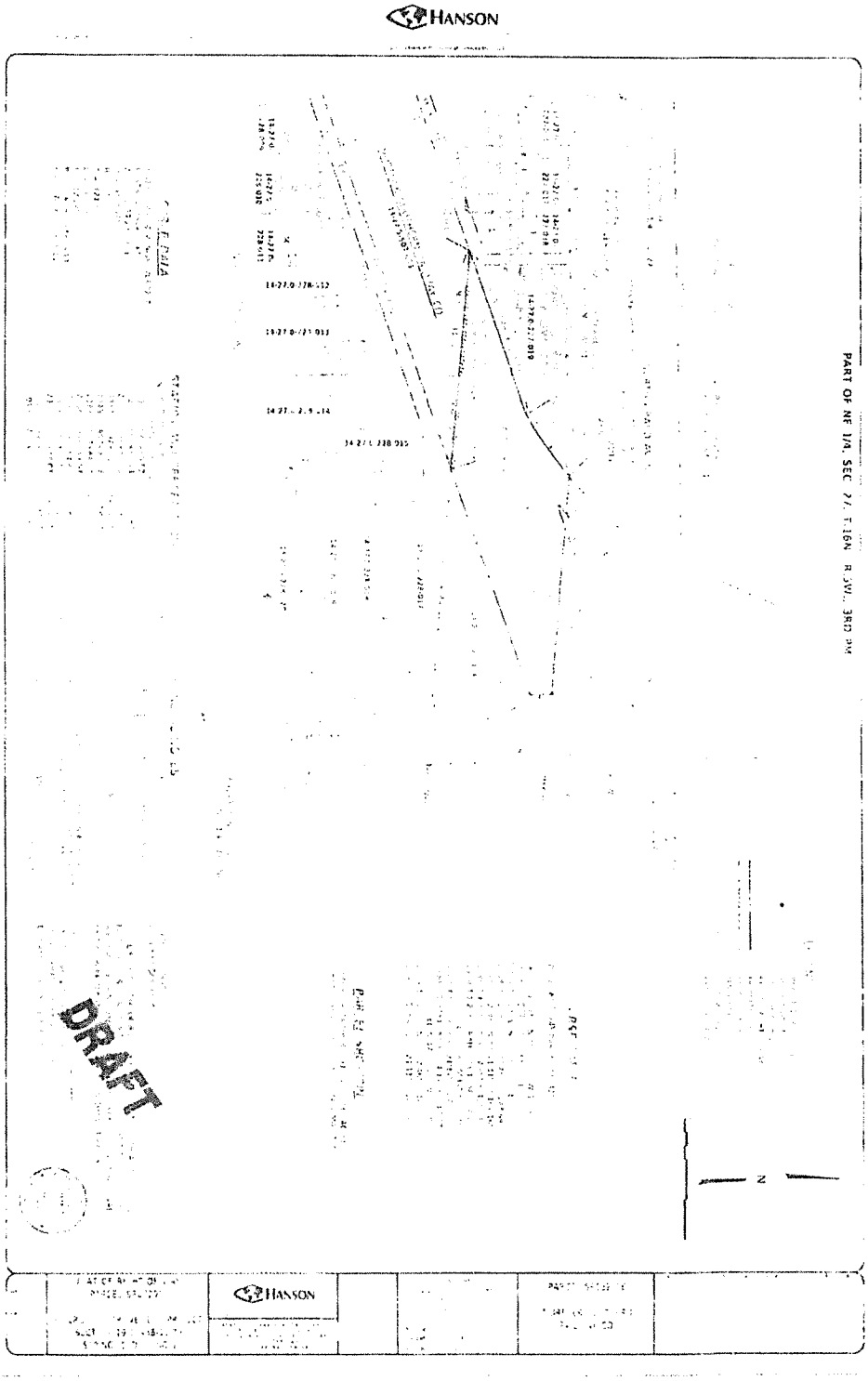
Commencing at the Northeast corner of the Northeast Quarter of Section 27; thence South 88 degrees 48 minutes 56 seconds West along the north line of the Northeast Quarter of Section 27, a distance of 10.00 feet to the intersection of the extended existing westerly right of way line of 15th Street; thence South 00 degrees 58 minutes 30 seconds East along the extended existing westerly right of way line, 59.66 feet to the Point of Beginning; thence continuing thence South 00 degrees 58 minutes 30 seconds East along the extended existing westerly right of way line, 15.92 feet to the existing southerly right of way line of Norfolk Southern Railway Company; thence South 70 degrees 37 minutes 46 seconds West along the existing southerly right of way line of Norfolk Southern Railway Company, 177.69 feet; thence North 85 degrees 21 minutes 11 seconds West, 162.16 feet to the existing northerly right of way line of Norfolk Southern Railway Company; thence North 70 degrees 37 minutes 46 seconds East along the existing northerly right of way line of Norfolk Southern Railway Company, 128.44 feet to the existing northerly right of way line of Norfolk Southern Railway Company for switch to Rolling Mill, being a point on a 334.14 foot radius curve, the center of circle bears North 30 degrees 25 minutes 10 seconds West; thence northeast along the curved existing northerly right of way line of Norfolk Southern Railway Company for switch to Rolling Mill, 56.05 feet along through a central angle of 09 degrees 36 minutes 38 seconds and having a chord bearing of North 54 degrees 46 minutes 31 seconds East for a distance of 55.98 feet; thence South 85 degrees 21 minutes 11 seconds East, 27.67 feet to the existing southerly right of way line of Norfolk Southern Railway Company for switch to Rolling Mill, being a point on a 354.14 foot radius curve, the center of circle bears North 43 degrees 12 minutes 53 seconds West; thence southwest along the curved existing southerly right of way line of Norfolk Southern Railway Company for switch to Rolling Mill, 10.32 feet through a central angle of 01 degrees 40 minutes 10 seconds South 47 degrees 37 minutes 12 seconds West for a distance of 10.32 feet to the existing northerly right of way line of Norfolk Southern Railway Company; thence North 70 degrees 37 minutes 46 seconds East along the existing northerly right of way line, 18.55 feet; thence South 85 degrees 21 minutes 11 seconds East, 125.04 feet to the Point of Beginning containing 14,595.83 square feet or 0.335 acres, more or less.

2024-524

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EXHIBIT "B" TO EXHIBIT H

Permanent Easement Parcel SR0329PE (NSRC to City of Springfield)



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EXHIBIT I

Form of Quitclaim Deed for Corridor Exchange (City of Springfield to NSRC)

Grantor	City of Springfield, Illinois, a Municipal Corporation
Grantee	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	(TBD)
Route	10th Street Rail Corridor
Section	19-00488-00-BR
County	Sangamon
P.I.N. No.	(TBD)

QUITCLAIM DEED

Pursuant to and in compliance with the authority set forth in City of Springfield Ordinance _____-____-____18, Grantor, the City of Springfield, Illinois, a municipal corporation, for and in consideration of Ten and 00/100 Dollars ($10.00) and certain other valuable considerations, receipt of which is hereby acknowledged, conveys and quitclaims to the Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company, (Grantee), all existing legal and equitable rights of Grantor, including any appurtenances, fixtures, improvements, equipment, and other rail facilities installed by Grantor, and without limitation, any after-acquired title, in and to the following described real estate situated in the County of Sangamon in the State of Illinois, to-wit:

See attached legal description(s).

AND, except for the interests quitclaimed, released and conveyed herein, such conveyance shall be subject to all restrictions, reservations, conditions, licenses, and easements, whether or not of record.

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Dated this _____ day of _____, 20____.

City of Springfield, Illinois

By: _____
James O. Langfelder, Mayor

ATTEST:

By: _____
Signature

Frank J. Lesko, City Clerk
Print Name and Title

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on _____, 20____, by James O. Langfelder, as Mayor and Frank J. Lesko, as City Clerk of the City of Springfield, Illinois.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by:
City of Springfield
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

Taxes and Grantee's Address:
Norfolk Southern Railway Company
Attn: Property Tax Department
110 Franklin Road SE
Roanoke, VA 24042-0028

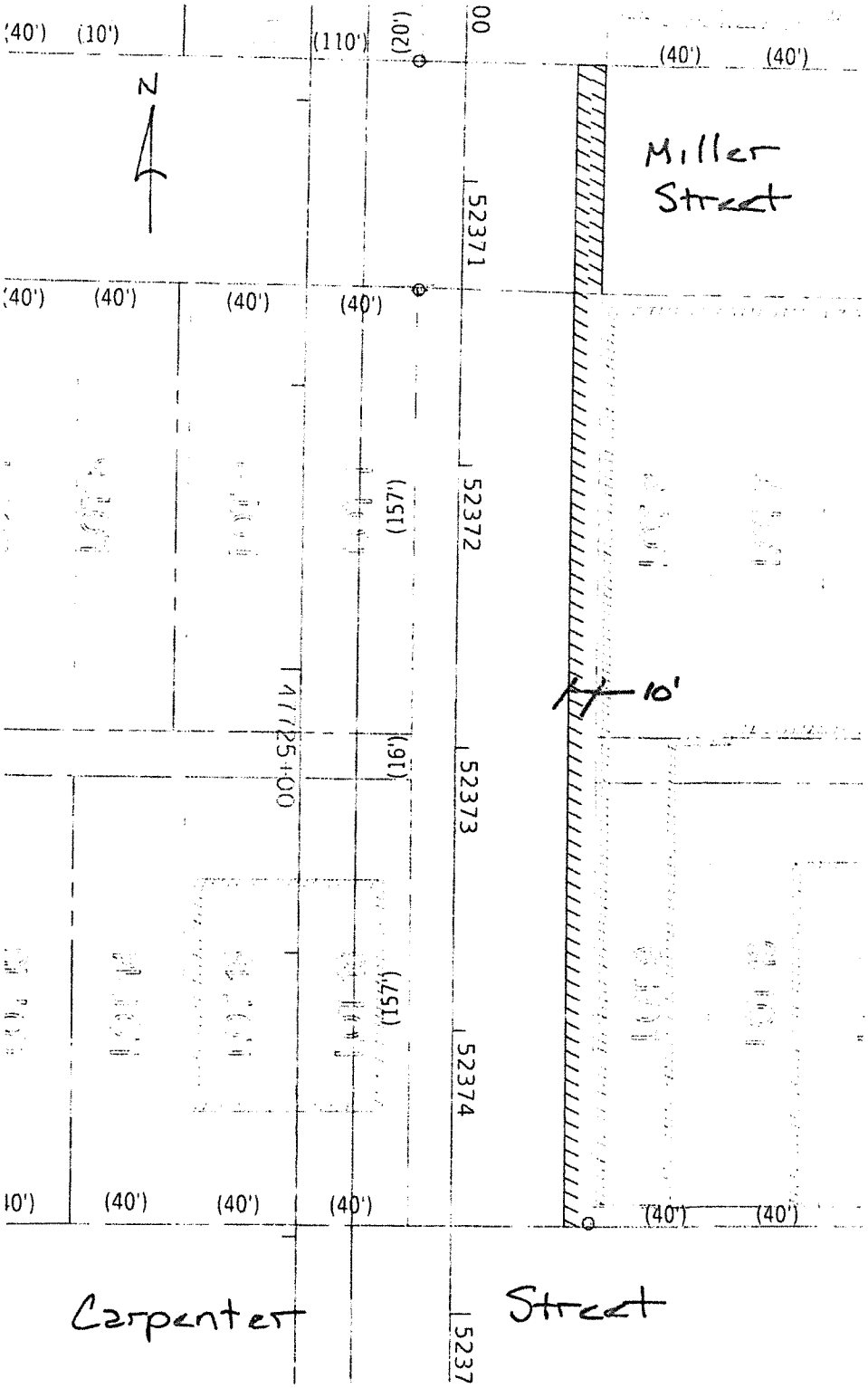
2024-524

Exhibit 4

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EXHIBIT J

Area of Reservation of Maintenance Easement



2024-524

Exhibit 4

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EXHIBIT K

Permanent Easement from City to NS for access to Microwave Tower

Grantor	City of Springfield, Illinois, a Municipal Corporation
Grantee	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	(TBD)
Route	10th Street Rail Corridor
Section	19-00488-00-BR
County	Sangamon
P.I.N. No.	(TBD)

NON-EXCLUSIVE PERMANENT EASEMENT

Pursuant to and in compliance with the authority set forth in City of Springfield Ordinance _____-____-____18, Grantor, the City of Springfield, Illinois, a municipal corporation, for and in consideration of Ten and 00/100 Dollars ($10.00) and certain other valuable considerations, receipt of which is hereby acknowledged, represents that Grantor owns an assignable permanent easement and, subject to the terms and conditions stated herein, grants and conveys to the Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company, (Grantee), a permanent easement for the purpose of ingress/egress over an access road, on, over and through the following described real estate:

See attached legal description

Grantor shall have and retains all rights to use and occupy the premises and access to Grantor's remaining property, except as herein expressly granted; provided, however, Grantor's use and occupation of the premises may not unreasonably interfere with Grantee's use of the premises for the purposes herein described. Grantee shall have no obligation to maintain the access road and Grantor hereby agrees to maintain the access road to a commercially reasonable condition at its expense. Grantor may satisfy the obligation to maintain the access road by agreement with any other authorized user of said access road.

This grant shall constitute a covenant, which runs with the land, and shall be binding upon the legal representatives, successors and assigns of Grantor. Grantor reserves the right to assign additional easements for ingress/egress over the access road to any third party at it's own disgretion.

If, at any time, the Easement herein granted, or any part thereof shall be permanently abandoned by Grantee, its successors or assigns, for the purposes for which granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property. For the purposes of this paragraph, "abandonment" shall mean a period of non-use combined with affirmative actions by Grantee to indicate an intent to permanently forgo future use, including, without limitation, permanent redevelopment to prevent access or removal of improvements facilitating Grantee's use without replacement of the same.

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Exhibit 4

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Dated this _____ day of _____, 20____.

City of Springfield, Illinois

By: _____
James O. Langfelder, Mayor

ATTEST:

By: _____
Signature

Frank J. Lesko, City Clerk
Print Name and Title

State of Illinois)
) ss
County of Sangamon)

This instrument was acknowledged before me on _____, 20____, by James O. Langfelder, as Mayor and Frank J. Lesko, as City Clerk of the City of Springfield, Illinois.

(SEAL)

_____
Notary Public

My Commission Expires: _____

Exempt under 35 ILCS 200/31-45(b), Real Estate Transfer Tax Law.

_____ _____
Date Buyer, Seller or Representative

This instrument was prepared by and after recording, mail this instrument to:

City of Springfield
c/o: Chief Surveyor
Room 203, MCW
300 South Seventh Street
Springfield, IL 62701

LA 410U (Rev. 02/05/15)

2024-524

Exhibit 4

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City of Springfield, Illinois
Railroad Improvement Project
Section 19-00488-00-BR

Part of Lot 3 of E. Iles Subdivision of Lands No. 2, situated in the Southeast Quarter of Section 34, Township 16 North, Range 5 West of the 3rd Principal Meridian, Sangamon County, Illinois more particularly described as follows:

Commencing at the southwest corner of Lot 3 of E. Iles Subdivision of Lands No. 2, being the intersection of the existing northerly right of way line of South Grand Avenue and the existing easterly right of way line of Ninth Street; thence North 00 degrees 49 minutes 21 seconds East along the existing easterly right of way line, 51.75 feet to the Point of Beginning; thence continuing North 00 degrees 49 minutes 21 seconds East along the existing easterly right of way line, 55.08 feet; thence South 44 degrees 11 minutes 33 seconds East, 26.63 feet; thence South 89 degrees 11 minutes 33 seconds East, 231.16 feet to the existing westerly right of way line of the Norfolk and Southern Railroad; thence South 00 degrees 49 minutes 21 seconds West along the existing westerly right of way line, 17.00 feet; thence North 89 degrees 11 minutes 33 second West, 230.76 feet; thence South 45 degrees 48 minutes 27 seconds West, 27.22 feet to the Point of Beginning, containing 4,612.58 square feet or 0.106 acre, more or less.

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EXHIBIT L

Form of Easements at Roadway Crossings (City of Springfield to NSRC)

Grantee:	Norfolk Southern Railway Company, successor in interest to Norfolk and Western Railway Company, formerly known as Wabash Railroad Company
Address	(TBD)
Route	10th Street Rail Corridor
County	Sangamon
Job No.	N/A
Parcel No.	(TBD)
P.I.N. No.	(TBD)
Section	10th Street Rail Corridor

PERMANENT EASEMENT
(Specimen Only)

THE EASEMENT DEED MADE AS OF _____ day of_____, 20__ by and between **City of Springfield**, an Illinois municipal corporation. hereinafter called "Grantor", and **Norfolk Southern Railway Company**, a Virginia corporation, hereinafter called "Grantee".

NOW, THEREFORE, for and in consideration of payment of the sum of **Ten and 00/100**, which is full monetary consideration for this conveyance, and other valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby GRANT and CONVEY unto Grantee, for the use and benefit of Grantee's successors, assigns, subsidiaries, affiliates, parent corporation, and any other parties under the direction of Grantee ("Grantee Parties"), WITHOUT WARRANTY and only to the extent that Grantor's title permits, and FURTHER SUBJECT TO the terms, conditions, exceptions and reservations herein made, those certain easements, as each easement is more particularly described at Exhibit A and depicted on the plat attached hereto, and made a part hereof, attached as Exhibit B, for the respective purposes of constructing, maintaining, repairing, replacing, removing and operating a railroad including but not limited to construction of additional track(s), utilities, communications, signals, ballast, ties, railroad track and other railroad facilities, fixtures, equipment, and associated appurtenances and personal property on, in, under and around the Easements to maintain, repair, renew and operate the same (along with necessary rights of ingress and egress to and from public rights of way) as in the judgment of Grantee may be requisite (singularly referenced as an "Easement" or collectively "Easements" as context requires).

FURTHER Grantee Parties shall have the right to install, construct, locate, maintain, repair and renew any fiber optic communications lines and associated structures and facilities related thereto across, under or over said Easements and to install, maintain, repair, renew and operate the same as in the judgment of Grantee Parties may be requisite, including without limitation, the right to construct, locate, maintain, renew, replace, upgrade, operate, maintain and remove any existing fiber optics cables and related facilities, equipment and utilities with corresponding rights of ingress and egress across adjacent lands to a public right of way for the enjoyment of the rights reserved herein.

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EXCEPTING and RESERVING unto Grantor the right to continue to maintain, repair, replace and operate existing municipal and other public utilities located within and beneath the Easements for no additional compensation to Grantee for the reservation of such interests. However, any new installation of municipal or other utilities, or enlargement of existing municipal or other utilities, after the date of this instrument shall be subject to the usual and customary processes, approvals and fees charged by Grantee across its railroad system.

TO HAVE AND TO HOLD the Easements and rights herein granted, SUBJECT TO the following terms, conditions, exceptions and reservations:

1. Grantee shall not be required to assume any expense in connection with or incident to any construction, maintenance, use, repair, or replacement of any municipal or public utility facilities located within said Easements and shall be exempt from any and all charges, costs or assessments of any kind or character on account of the construction, maintenance, use, repair or replacement of any such facilities located within said Easements. Grantor shall be solely responsible for any and all construction, maintenance, repair or replacement costs of any municipal or public utility improvements constructed, and Grantee shall not be responsible for storm water fees that may be assessed as a result Grantor's construction. Nothing contained herein shall be construed to place upon the Grantee liability for injury to or death of persons or loss or destruction of or damage to property, arising from or in any manner connected with any failure to properly construct, maintain or repair any municipal or public utility facility.

2. Grantor, its permittees, contractors, agents, licensees, successors or assigns, shall not conduct any activities or perform construction occupying the aforementioned Easement until written permission has been granted by Grantee's Public Improvements Department, and Grantor's engineering and construction plans meet Grantee's specifications. Prior to entering any Easement to commence work, Grantor's contractors must submit insurance document acceptable to Grantee's Risk Management Department. Once authorization to commence work has been provided by Grantee, all of Grantor's work shall at all times be subject to the inspection and approval of the Grantee, and shall require the contractor to comply with the requirements of the special provisions governing or controlling temporary work and protection of the operations of the Grantee as approved.

3. Grantor shall not be required to seek permission as provided in the above paragraph for routine pavement maintenance or other road surface maintenance occurring under any bridge, or other grade separated crossing that does not require Grantor's presence on the tracks of Grantee, provided no work is performed on any component of the bridge or other support structure of any grade separation crossing, including but not limited to the abutments, piers, foundations, or bridge deck.

Exhibit 4

2024-524

NORFOLK SOUTHERN
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4. Grantor shall reimburse Grantee for furnishing the type of protection, flagging, inspection, or other supervision as required by Grantee. No work shall commence on, in, above, or under any Easement until such protection has been secured, as may be applicable in the judgment of the Grantee's Division Engineer. In addition to direct wage and material cost, such expense shall include, but shall not be limited to, cost of supervision, traveling expenses, Federal Railroad Retirement and Unemployment Taxes, vacation allowances and all other expense incidental thereto, provided for in 23 CFR Part 646B.

5. Legal title and ownership in any structure erected by the Grantee in compliance with the terms of this instrument within the Easement shall remain with the Grantee, its successors and/or assigns.

6. Grantor, its successors and assigns, shall not at any time, including as a result of routine maintenance as described in Paragraph 3, impair or interfere with the lateral or subjacent support of Grantee's properties, structures, tracks, or improvements on or adjacent to the Easements, or otherwise damage the same in any way, including, without limitation, creation of any drainage conditions, excavation, or demolition detrimental to the safety or efficiency of railroad operations.

7. Excluded from this grant are any and all rights of way for access, ingress, or egress, whether by way of necessity, implication or otherwise, across, under or over any adjoining properties of Grantee.

8. If, at any time, any of the Easements herein granted, or any part thereof, shall be abandoned by Grantee, its successors or assigns, for the purposes for which each Easement was granted, the same shall terminate, and Grantee, its successors or assigns, shall execute such instrument as provided or as hereafter may be required by law to clear title to the aforesaid property. It is expressly understood that abandonment shall be defined as non-use, accompanied by affirmative action of Grantee evidencing intent to permanently cease use of any applicable portion of an Easement, including, without limitation, removal of tracks without replacement.

9. No explosives of any kind shall be used within the Easements.

10. No debris will be buried in or burned within the Easements.

11. Excepting the usual ingress and egress by the public across the Easements as part of the routine use of public crossings, a minimum clearance of fifteen feet (15') from the centerline of the nearest track shall be maintained at all times for any material, equipment or vehicles of Grantor traversing the Easement except as may be authorized in writing by Grantee or Grantee's Superintendent.

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12. The Grantor, for itself and for its successors and assigns, agrees that the terms and conditions of this Easement instrument shall be covenants running with the land described herein and bind all future owners of the property described herein.

(Signature Pages to Follow)

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(Grantor Signature Page)

IN WITNESS WHEREOF, City of Springfield, an Illinois municipal corporation, by James O. Langfelder, its Mayor, and attested to by Frank J. Lesko, City Clerk, this _____ day of _____, 2022.

CITY OF SPRINGFIELD

By:

_____
James O. Langfelder, Mayor

STATE OF ILLINOIS)

COUNTY OF SANGAMON)

Before me, a Notary Public in and for the said County, personally appeared _____the corporation which executed the foregoing instrument, signed the came and acknowledged to me that he/she did so sign and instrument in the name and upon behalf of said corporation as such officer; that the same is he/her free act and deed as such officer and the free and corporate act and deed of said corporation; and that she was duly authorized thereunto by a Certificate of Incumbency.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name, and affixed my official seal, at Springfield, Illinois, this _____ day of _____, 2022.

My commission expires:_____

_____
Notary Public

2024-524

Exhibit 4

CONTRACTOR WORKING ON BEHALF OF PROJECT SPONSOR
COSTS REIMBURSED BY PROJECT SPONSOR
NS File: _____
NS Billing Number: _____

NORFOLK SOUTHERN
CONTRACTOR RIGHT OF ENTRY AGREEMENT

WHEREAS, _____
("Principal") has requested that Norfolk Southern Railway Company ("Company") permit Principal to be on or about Company's premises and/or facilities in the vicinity of Company milepost

_____
(the "Premises") for the sole purpose of _____

_____
, on behalf of _____
(the "Project Sponsor") during the period _____, 20____, to _____, 20____ (the "Right of Entry").

WHEREAS, Company is willing to grant the Right of Entry subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows.

Company hereby grants Principal the Right of Entry. The Right of Entry shall extend to Principal and to subcontractors and other entities affiliated with Principal who are specifically approved for entry by authorized representatives of Company in writing, as well as to the officers and employees of the foregoing (collectively "Licensees"). The Right of Entry shall apply to those portions of the Premises, and to such equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises, only to the extent specifically designated and approved in writing by authorized representatives of Company (collectively, "Designated Property").

Principal agrees:

(i) that Licensees' access to the Premises shall be limited to the Designated Property and that Principal shall be liable and fully responsible for all actions of Licensees while on the Premises pursuant to the Right of Entry;

(ii) that Licensees shall (a) be subject to Company's direction when upon the Premises, and (b) be subject to Company's removal from the Premises, in Company's sole discretion, due to negligence, misconduct, unsafe actions, breach of this agreement or the failure to act respectfully, responsibly, professionally, and/or in a manner consistent with Company's desire to minimize risk and maintain its property with maximum security and minimum distractions or disruptions or for any other lawful reason;

(iii) that Licensees shall perform all work with such care, diligence and cooperation with Company personnel as to reasonably avoid accidents, damage or harm to persons or property and delays or interference with the operations of any Company's facilities and in accordance with Company's "Special Provisions for Protection of Railway Interest", attached and incorporated herein.

(iv) to give Company's officer signing this agreement, or his or her authorized representative, advance notification of the presence of Licensees on Designated Property in accordance with Company's "Special Provisions for Protection of Railway Interest";

(v) to indemnify and save harmless Company, its officers, agents and employees from and against any and all claims, demands, losses, suits, judgments, costs, expenses (including without limitation reasonable attorney's fees) and liability resulting from (a) injury to or death of any person, including without limitation the Licensees, and damage to or loss of any property, including without limitation that belonging to or in the custody of Licensees (the "Licensee Property"), arising or in any manner growing out of the presence of either the Licensees or the Licensee Property, or both, on or about the Premises, regardless of whether negligence on the part of Company, its officers, agents or employees caused or contributed to said loss of life, personal injury or property loss or damage in whole or in part; (b) any alleged violation of any law, statute, code, ordinance or regulation of the United States or of any state, county or municipal government (including, without limitation, those relating to air, water, noise, solid waste and other forms of environmental protection, contamination or pollution or to discrimination on any basis) that results in whole or in part, directly or indirectly, from the activities of Licensees related in any way to their presence on the Premises or from any other act or omission of Licensees contributing to such violation, regardless of whether such activities, acts or omissions are intentional or negligent, and regardless of any specification by Company without actual knowledge that it might violate any such law, statute, code, ordinance or regulation; (c) any allegation that Company is an employer or joint employer of a Licensee or is liable for related employment benefits or tax withholdings; or (d) any decision by Company to bar or exclude a Licensee from the Premises pursuant to subsection (ii)(b) above;

(vi) to have and keep in effect the appropriate kinds of insurance as listed in the Company's "Special Provisions for Protection of Railway Interest, with insurance companies satisfactory to Company, during the entire time Licensees or Licensee Property, or both, is on the Premises: and to provide certificates of insurance showing the foregoing coverage, as well as any endorsements or other proper documentation showing and any change or cancellations in the coverage to the Company officer signing this agreement or to his or her authorized representative;

(vii) to reimburse Company for any costs not covered under the existing project agreement between the Company and the Project Sponsor, including, but not limited to, material, labor, construction submittal review, supervisory and railroad protective services costs, and related taxes and overhead expenses required or deemed necessary by Company because of the presence of either Licensees or Licensee Property on the Premises;

(viii) to exercise special care and precautions to protect the Premises and equipment, machinery, rolling stock and other personal property and fixtures belonging to Company or otherwise located on the Premises (whether or not constituting Designated Property) and to avoid interference with Company's operations;

(ix) to not create and not allow drainage conditions which would be adverse to the Premises or any surrounding areas;

(x) to refrain from the disposal or release of any trash, waste, and hazardous, dangerous or toxic waste, materials or substances on or adjacent to the Premises and to clean up or to pay Company for the cleanup of any such released trash, waste, materials or substances; and

(xi) to restore the Premises and surrounding areas to its original condition or to a condition satisfactory to the Company officer signing this agreement or to his or her authorized representative (ordinary wear and tear to rolling stock and equipment excepted) upon termination of Licensees' presence on the Premises.

2024-524
EXHIBIT 5

As a part of the consideration hereof, Principal further hereby agrees that Company shall mean not only Norfolk Southern Railway Company but also Norfolk Southern Corporation and any and all subsidiaries and affiliates of Norfolk Southern Railway Company or Norfolk Southern Corporation, and that all of Principal's indemnity commitments in this agreement in favor of Company also shall extend to and indemnify Norfolk Southern Corporation and any subsidiaries and affiliated companies of Norfolk Southern Railway Company or Norfolk Southern Corporation and its and/or their directors, officers, agents and employees.

It is expressly understood that the indemnification obligations set forth herein cover claims by Principal's employees, agents, independent contractors and other representatives, and Principal expressly waives any defense to or immunity from such indemnification obligations and/or any subrogation rights available under any applicable state constitutional provision, laws, rules or regulations, including, without limitation, the workers' compensation laws of any state. Specifically, (i) in the event that all or a portion of the Premises is located in the State of Ohio, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to Section 35, Article II of the Ohio Constitution and Section 4123.74 of the Ohio Revised Code"; and (ii) in the event that all or a portion of the Premises is located in the Commonwealth of Pennsylvania, the following provision shall be applicable: "Principal, with respect to the indemnification provisions contained herein, hereby expressly waives any defense or immunity granted or afforded it pursuant to the Pennsylvania Workers' Compensation Act, 77 P.S. 481".

This agreement shall be governed by the internal laws of the Commonwealth of Virginia, without regard to otherwise applicable principles of conflicts of laws. If any of the foregoing provisions is held for any reason to be unlawful or unenforceable, the parties intend that only the specific words found to be unlawful or unenforceable be severed and deleted from this agreement and that the balance of this agreement remain a binding enforceable agreement to the fullest extent permitted by law.

This agreement may be amended only in a writing signed by authorized representatives of the parties.

Name of Principal: _____

By: _____

Print Name: _____

Title _____

Date _____, 20____

NORFOLK SOUTHERN RAILWAY COMPANY

By_____

Print Name: _____

Title _____

Date _____, 20_____

E. Norfolk Southern – Special Provisions for Protection of Railway Interests

1. AUTHORITY OF RAILROAD ENGINEER AND SPONSOR ENGINEER:

Norfolk Southern Railway Company, hereinafter referred to as "Railroad", and their authorized representative shall have final authority in all matters affecting the safe maintenance of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks. For Public Projects impacting the Railroad, the Railroad's Public Improvements Engineer or Engineer Planning, hereinafter referred to as "Railroad Engineer", will serve as the authorized representative of the Railroad.

A general engineering consultant may be utilized to assist the Railroad Engineer in handling the Project, hereinafter referred to as "Construction Engineering Representative".

Other designated personnel by the Railroad Engineer shall hereinafter be referred to as "Railroad Representative".

The authorized representative of the Project Sponsor ("Sponsor"), hereinafter referred to as the "Sponsor's Engineer", shall have authority over all other matters as prescribed herein and in the Project Specifications.

The Sponsor's Prime Contractor, hereinafter referred to as "Contractor" shall be responsible for completing any and all work in accordance with the terms prescribed herein and in the Project Specifications. This shall include the qualified protective services of a contractor directly hired by the Contractor to protect their workers and construction activities while working on or adjacent to Railroad property, hereinafter referred to as "Contractor Protective Services".

This document titled E. Norfolk Southern – Special Provisions for Protection of Railway Interests shall hereinafter be referred to as "Special Provisions".

These terms and conditions are subject to change without notice at the sole discretion of the Railroad. The Contractor must request the latest version of these Special Provisions from the Railroad prior to commencing work and must follow the requirements outlined therein.

2. AUTHORIZATION TO PROCEED:

A. The Contractor shall not commence mobilizing to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, until the Contractor has complied with the following conditions:

1. Signed and received a fully executed copy of the required Norfolk Southern Contractor Right of Entry Agreement. Contractor Right of Entry Agreements to be submitted via email to the Railroad Engineer.

2. Obtained written approval from the Railroad of Railroad Protective Liability Insurance coverage as required by paragraph 15 herein. It should be noted that the Railroad does not accept notation of Railroad Protective insurance on a certificate of liability insurance form or Binders as Railroad must have the full original countersigned policy. Further, please note that mere receipt of the policy is not the only issue but review for compliance. Due to the number of projects system-wide, it typically takes a minimum of 30-45 days for the Railroad to review.

3. Held a preconstruction meeting between the Contractor, the Sponsor, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the preconstruction meeting at their discretion.

4. Obtained Contractor Protective Services as required by Section 8 herein.

5. Furnished a schedule for all construction activities which may impact the Railroad's property or operations. NOTE: Contractor Protective Services shall be provided any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations as required by Section 8 herein.

6. Schedule an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start-of-work meeting at their discretion.

7. Obtained written authorization to proceed from the Railroad to begin mobilization to the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, such authorization to include an outline of specific conditions with which the Contractor must comply. Written Authorization will be issued by the Railroad once all items on the Norfolk Southern Checklist for Construction - Direct Hire have been completed.

B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad Representative(s) and any specific Construction Engineering Representative who shall be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. All project-related utility work that is to occur on, over, or under Railroad right-of-way must be coordinated with the Norfolk Southern Pipe and Wire Program. The Contractor must receive approval from the Norfolk Southern Pipe and Wire Program prior to commencing any utility work.

3. NOTICE OF STARTING WORK:

A. Before undertaking any construction activities on the Premises, as defined in the Norfolk Southern Contractor Right of Entry Agreement, the Contractor shall:

1. Notify the Railroad Representative(s) at least 72 hours in advance of any construction activities that Contractor Protective Services have been obtained for use.

2. Hold an onsite start-of-work meeting between the Contractor, Contractor Protective Services personnel, Railroad Engineer and/or their Construction Engineering Representative and the Railroad Representative(s). NOTE: Railroad Representative(s) may choose to not attend the start of work meeting at their discretion.

3. Receive assurance from the qualified protective services contractor that the Contractor Protective Services are properly equipped and have been site specific trained by the Railroad Representative prior to performing the full duties of protecting the Contractor. Until assurance from the qualified protective services contractor is obtained, Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. INTERFERENCE WITH RAILROAD OPERATIONS:

A. The Contractor shall so arrange and conduct the Contractor's work that there will be no interference with Railroad's operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad. Whenever work is liable to affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires Construction Engineering Representative inspection services shall be deferred by the Contractor until the Construction Engineering Representative inspection services are available at the job site. Contractor Protective Services shall be provided onsite any time construction activities are taking place on or adjacent to the Railroad Property and/or has the potential to foul the Railroad's track or operations

B. Whenever work within Railroad's rights-of-way is of such a nature that impediment to Railroad's operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct the Contractor's operations so that such impediment is reduced to the absolute minimum.

C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in the Railroad Engineer's absence, the Railroad's Division Engineer, such provisions are insufficient, either may require or provide such provisions as the Railroad deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Sponsor.

D. "One Call" Services do not locate buried Norfolk Southern Signals and Communications Lines. The contractor shall contact the Railroad's representative 7 days in advance of work at those places where excavation, pile driving, or heavy loads may damage the Railroad's underground facilities. Upon request from the Contractor or Sponsor, Railroad forces will locate and paint mark or flag the Railroad's underground facilities. The Contractor shall avoid excavation or other disturbances of these facilities. If disturbance or excavation is required near a buried Railroad facility, the Contractor shall coordinate with the Railroad to have the facility potholed manually with careful hand excavation. The facility shall be protected by the Contractor during the course of the disturbance under the supervision and direction of the Railroad's Representative.

5. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction are shown on the Project Plans. If temporary clearances are not shown on the project plans, the following criteria shall govern the use of falsework and formwork above or adjacent to operated tracks.

1. A minimum vertical clearance of 22'-0" above top of highest rail shall be maintained at all times.

2. A minimum horizontal clearance of 13'-0" from centerline of tangent track or 14'-0" from centerline of curved track shall be maintained at all times. Additional horizontal clearance may be required in special cases to be safe for operating conditions. This additional clearance will be as determined by the Railroad Engineer.

3. All proposed temporary clearances which are less than those listed above must be submitted to Railroad Engineer for approval prior to construction and must also be authorized by the regulatory body of the State if less than the legally prescribed clearances.

4. The temporary clearance requirements noted above shall also apply to all other physical obstructions including, but not limited to: stockpiled materials, parked equipment, placement or driving of piles, and bracing or other construction supports.

6. CONSTRUCTION PROCEDURES:

A. General:

1. Construction work and operations by the Contractor on Railroad property shall be:

a. Subject to the inspection and approval of the Railroad Engineer or their designated Construction Engineering Representative.

b. In accordance with the Railroad's written outline of specific conditions.

c. In accordance with the Railroad's general rules, regulations and requirements including those relating to safety, fall protection and personal protective equipment.

d. In accordance with these Special Provisions.

2. Submittal Requirements

a. The Contractor shall submit all construction related correspondence and submittals electronically to the Railroad Engineer and/or their designated Construction Engineering Representative.

b. The contractor should anticipate a minimum of 45 days for Railroad and their Construction Engineering Representative to complete the review of all construction submittals. Time frames for reviews can vary significantly depending on the complexity of the project and the quality of submittals. Submittals requiring input from other departments may require additional time.

c. All work in the vicinity of the Railroad's property that has the potential to affect the Railroad's train operations or disturb the Railroad's property must be submitted and approved by the Railroad prior to work being performed.

d. All submittals and calculations must be signed and sealed by a registered engineer licensed in the state of the project work.

e. All submittals shall first be approved by the Sponsor's Engineer prior to submission to the Railroad Engineer for review. Submittals are reviewed by the Railroad for impacts to Railroad operations only; therefore, approval from the Railroad Engineer shall not relieve the Contractor from liability.

f. For all construction projects, the following submittals, but not limited to those listed below, shall be provided for review and approval when applicable:

(1) General Means and Methods
(2) Ballast Protection
(3) Construction Excavation & Shoring
(4) Pipe, Culvert, & Tunnel Installations
(5) Demolition Procedure
(6) Erection & Hoisting Procedure
(7) Debris Shielding or Containment
(8) Blasting
(9) Formwork for the bridge deck, diaphragms, overhang brackets, and protective platforms
(10) Bent Cap Falsework. A lift plan will be required if the contractor want to move the falsework over the tracks.

g. For Undergrade Bridges (Bridges carrying the Railroad) the following submittals in addition to those listed above shall be provided for review and approval:

(1) Girder Shop Drawings including welding/fabrication procedures
(2) Bearing Shop Drawings and Material Certifications
(3) Shop Drawings for drainage, handrails/fencing, and expansion dams
(4) Concrete Mix Design
(5) Structural Steel, Rebar, and/or Strand Certifications
(6) 28-day Cylinder Test for Concrete Strength
(7) Waterproofing Material Certification
(8) Dampproofing materials
(9) Test Reports for all steel
(10) Foundation Construction Reports

Other submittals may be required upon request from the Railroad. Fabrication may not begin until the Railroad has approved the required shop drawings.

h. The Contractor shall include in all submissions a detailed narrative indicating the progression of work with the anticipated timeframe to complete each task. Work will not be permitted to commence until the Contractor has provided the Railroad with a satisfactory plan that the project will be undertaken without scheduling, performance, or safety related issues. Submissions shall also provide: a listing of the anticipated equipment to be used, plan and profile views showing the location of all equipment to be used relative to the track centerline(s) shown, and a contingency plan of action covering the event that a primary piece of equipment malfunctions.

B. Ballast Protection

1. The Contractor shall submit the proposed ballast protection system detailing the specific filter fabric and anchorage system to be used during all construction activities.

2. The ballast protection is to extend 25' beyond the proposed limit of work, be installed at the start of the project and be continuously maintained to prevent all contaminants from entering the ballast section of all tracks for the entire duration of the project.

C. Excavation:

1. The subgrade of an operated track shall be maintained with edge of berm at least 10'-0" from centerline of track and not more than 24-inches below top of rail. Contractor will not be required to make existing section meet this specification if substandard, in which case the existing section will be maintained.

2. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

D. Excavation for Structures and Shoring Protection:

1. The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material.

2. The use of shoring systems utilizing tiebacks shall not be permitted without written approval from the Railroad Engineer.

3. Shoring systems utilizing trench boxes shall not be permitted within the Theoretical Railroad Embankment (Zones 1, 2, or 3) as shown on NS Typical Drawing No. 4 – Shoring Requirements without written approval from the Railroad Engineer.

4. All plans and calculations for shoring shall be prepared, signed, and sealed by a Registered Professional Engineer licensed in the state of the proposed project, in accordance with Norfolk Southern' s Overhead Grade Separation Design Criteria, subsection H.1.6 - Construction Excavation (Refer to Norfolk Southern Public Improvement Projects Manual Appendix H). The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions.

5. The Contractor shall provide a detailed installation and removal plan of the shoring components. Any component that will be installed via the use of a crane or any other lifting device shall be subject to the guidelines outlined in Section 6.G of these Special Provisions.

6. The Contractor shall be required to survey the track(s) and Railroad embankment and provide a cross section of the proposed excavation in relation to the tracks.

7. Calculations for the proposed shoring should include deflection calculations. The maximum deflection for excavations within 18'-0" of the centerline of the nearest track shall be 3/8". For all other cases, the max deflection shall not exceed ½".

8. Additionally, the Railroad will require the installation of an OSHA approved handrail and orange construction safety fencing for all excavations of the Railroad right-of-way.

9. The front face of shoring located closest to the NS track for all shoring setups located in Zone 2 (shown on NS Typical Drawing No. 4 – Shoring Requirements in Appendix I) shall remain in place and be cut off 2'-0" below the final ground elevation. The remaining shoring in Zone 2 and all shoring in Zone 1 may be removed and all voids must be backfilled with flowable fill.

E. Pipe, Culvert, & Tunnel Installations

1. Pipe, Culvert, & Tunnel Installations shall be in accordance with the appropriate Norfolk Southern Design Specification as noted below:

   a. For Open Cut Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.6.
   b. For Jack and Bore Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.7.
   c. For Tunneling Method refer to Norfolk Southern Public Improvement Projects Manual Appendix H.4.8.

2. The installation methods provided are for pipes carrying storm water or open flow run-off. All other closed pipeline systems shall be installed in accordance Norfolk Southern' s Pipe and Wire Program and the NSCE-8.

F. Demolition Procedures

1. General

   a. Demolition plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

   b. Railroad tracks and other Railroad property must be protected from damage during the procedure.

c. A pre-demolition meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the demolition procedure.

d. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire demolition procedure period.

e. Demolition of existing bridge decks in spans over the Railroad shall be performed in a controlled manner (i.e. saw-cutting). No impact equipment (track-mounted hoe-ram, jackhammers, etc.) may be used over the Railroad without approval by the Railroad Engineer.

f. Existing, obsolete, bridge piers shall be removed to a sufficient depth below grade to enable restoration of the existing/proposed track ditch, but in no case less than 2'-0" below final grade.

2. Submittal Requirements

a. In addition to the submittal requirements outlined in Section 6.A.2 of these Special Provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

(1) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or disposal locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(2) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(3) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing structure showing complete and sufficient details with supporting data for the demolition of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(4) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(5) A complete demolition procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(6) Design and supporting calculations for the temporary support of components, including but not limited to the stability of the superstructure during the temporary condition, temporary girder tie-downs and falsework.

3. Overhead Demolition Debris Shield

a. The demolition debris shield shall be installed prior to the demolition of the bridge deck or other relevant portions of the superstructure over the track area to catch all falling debris.

b. The demolition debris shield shall provide a minimum vertical clearance as specified in Section 5.A.1 of these Special Provisions or maintain the existing vertical clearance if the existing clearance is less than that specified in Section 5.A.1.

c. The Contractor shall include the demolition debris shield installation/removal means and methods as part of the proposed demolition procedure submission.

d. The Contractor shall submit the demolition debris shield design and supporting calculations for approval by the Railroad Engineer.

e. The demolition debris shield shall have a minimum design load of 50 pounds per square foot plus the weight of the equipment, debris, personnel, and other loads to be carried.

f. The Contractor shall include the proposed bridge deck removal procedure in its demolition means and methods and shall verify that the size and quantity of the demolition debris generated by the procedure does not exceed the shield design loads.

g. The Contractor shall clean the demolition debris shield daily or more frequently as dictated either by the approved design parameters or as directed by the Railroad Engineer.

4. Vertical Demolition Debris Shield

    a. A vertical demolition debris shield may be required for substructure removals in close proximity to the Railroad's track and other facilities, as determined by the Railroad Engineer.

G. Erection & Hoisting Procedures

1. General

    a. Erection plans are required for all spans over the track(s), for all spans adjacent to the track(s), if located on (or partially on) Railroad right-of-way; and in all situations where cranes will be situated on, over, or adjacent to Railroad right-of-way and within a distance of the boom length plus 15'-0" from the centerline of track.

    b. Neither crane handoffs nor "walking" of cranes with suspended load will be permitted for erection on or over Railroad right-of-way.

    c. Railroad tracks and other Railroad property must be protected from damage during the erection procedure.

    d. A pre-erection meeting shall be conducted with the Sponsor, the Railroad Engineer and/or the Construction Engineering Representative, and the key Contractor's personnel prior to the start of the erection procedure.

    e. The Railroad Engineer and/or the Construction Engineering Representative must be present at the site during the entire erection procedure period.

    f. For field splices located over Railroad property, a minimum of 50% of the holes for each connection shall be filled with bolts or pins prior to releasing the crane. A minimum of 50% of the holes filled shall be filled with bolts. All bolts must be appropriately tightened. Any changes to previously approved field splice locations must be submitted to the Railroad for review and approval. Refer to Norfolk Southern' s Overhead Grade Separation Design Criteria for additional splice details (Norfolk Southern Public Improvement Projects Manual Appendix H.1, Section 4.A.3.).

2. Submittal Requirements

    a. In addition to the submittal requirements outlined in Section 6.A.2 of these provisions, the Contractor shall submit the following for approval by the Railroad Engineer:

        (1) As-built beam seat elevations - All as-built bridge seats and top of rail elevations shall be furnished to the Railroad Engineer for review and verification at least 30 days in advance of the erection, to ensure that minimum vertical clearances as approved in the plans will be achieved.

        (2) A plan showing the location of cranes, horizontally and vertically, with proposed boom lengths, operating radii, counterweights, and delivery or staging locations shown. The location of all tracks and other Railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must also be shown.

(3) Rating sheets showing that cranes or lifting devices are adequate for 150% of the actual weight of the pick, including all rigging components. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted. Safety factors that may have been "built-in" to the crane charts are not to be considered when determining the 150% factor of safety.

(4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the proposed structure showing complete and sufficient details with supporting data for the erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under the supervision of the Registered Professional Engineer submitting the procedure and calculations.

(5) The Contractor shall provide a sketch of all rigging components from the crane's hook block to the object being hoisted. Catalog cuts or information sheets of all rigging components with their lifting capacities shall be provided. All rigging must be adequate for 150% of the actual weight of the pick. Safety factors that may have been "built-in" to the rating charts are not to be considered when determining the 150% factor of safety. All rigging components shall be clearly identified and tagged with their rated lifting capacities. The position of the rigging in the field shall not differ from what is shown on the final plan without prior review from the Sponsor and the Railroad.

(6) A complete erection procedure, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

(7) Design and supporting calculations for the temporary support of components, including but not limited to temporary girder tie-downs and falsework.

H. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Sponsor Engineer for use of explosives on or adjacent to Railroad property. The request for permission to use explosives shall include a detailed blasting plan. If permission for use of explosives is granted, the Contractor will be required to comply with additional provisions as designated by the Railroad Engineer.

I. Track Monitoring

1. At the direction of the Railroad Engineer, any activity that has the potential to disturb the Railroad track structure may require the Contractor to submit a detailed track monitoring program for approval by the Railroad Engineer.

2. The program shall specify the survey locations, the distance between the location points, and frequency of monitoring before, during, and after construction. Railroad reserves the right to modify the survey locations and monitoring frequency as necessary during the project.

3. The survey data shall be collected in accordance with the approved frequency and immediately furnished to the Railroad Engineer for analysis.

4. If any movement has occurred as determined by the Railroad Engineer, the Railroad will be immediately notified. Railroad, at its sole discretion, shall have the right to immediately require all Contractor operations to be ceased and determine what corrective action is required. Any corrective action required by the Railroad or performed by the Railroad including the monitoring of corrective action of the Contractor will be at project expense.

J. Maintenance of Railroad Facilities:

1. The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and provide and maintain any erosion control measures as required. The Contractor will promptly repair eroded areas within Railroad rights-of-way and repair any other damage to the property of the Railroad or its tenants.

2. If, in the course of construction, it may be necessary to block a ditch, pipe or other drainage facility, temporary pipes, ditches, or other drainage facilities shall be installed to maintain adequate drainage, as approved by the Railroad Engineer. Upon completion of the work, the temporary facilities shall be removed, and the permanent facilities restored.

3. All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

K. Storage of Materials and Equipment:

1. Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

2. All grading or construction machinery that is left parked near the track unattended by Contractor Protective Services shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save the Railroad, and any associated, controlled or affiliated corporation, harmless from and against all losses, costs, expenses, claim, or liability for loss or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

L. Cleanup:

1. Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights-of-way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights-of-way in a neat condition satisfactory to the Railroad Engineer or the Railroad Representative.

7. DAMAGES:

A. The Contractor shall assume all liability for any and all damages to the Contractor's work, employees, servants, equipment, and materials caused by Railroad traffic.

B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

8. CONTRACTOR PROTECTIVE SERVICES:

A. Requirements:

1. Qualified protective services are those services of a contractor, directly hired by the Prime Contractor, that have been vetted through the Railroad and are allowed to be performed on Railroad property.

2. Contractor Protective Services shall be onsite anytime construction activities are taking place on or adjacent to the Railroad Property and/or have the potential to foul the Railroad's track or operations.

3. Contractor Protective Services shall be those services of a subcontractor to the Contractor who have the ability to fully protect the Contractor's workers and machinery once the qualified protective services contractor confirms the Contractor Protective Services are properly equipped and site specific trained by the Railroad Representative. Contractor Protective Services may act as an observer until such Contractor Protective Services are site specific trained by the Railroad Representative. The reference to an "observer" is defined as a person who has the authority to deny access to Contractor's workers and machinery to a specified Railroad operation zone as directed to the qualified protective services contractor by Railroad and prevent those potential to foul work events which may put the Contractor's workers and machinery at risk for injury or damage.

4. Contractor Protective Services will not be allowed on the property until all items on the Norfolk Southern Checklist for Construction- Direct Hire have been completed and the authorization to proceed is given by the Railroad Engineer.

5. Under the terms of the agreement between the Sponsor and the Railroad, the Railroad has sole authority to determine the need for any Railroad Protective Services required to protect its operations or work designated to be done by the Railroad through the force account estimate.

9. HAUL ACROSS RAILROAD TRACK:

   A. Where the plans show or imply that materials of any nature must be hauled across the Railroad's track, unless the plans clearly show that the Sponsor has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad's track. The Contractor or Sponsor will be required to bear all costs incidental to such crossings whether services are performed by the Contractor's own forces or by Railroad personnel.

   B. No crossing may be established for use by the Contractor for transporting materials or equipment across the tracks of the Railroad unless specific authority for its installation, maintenance, use, until the Contractor has a fully executed a temporary private crossing agreement between the Contractor and Railroad. The approval process for an agreement normally takes 90 days.

10. WORK FOR THE BENEFIT OF THE CONTRACTOR:

   A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Sponsor and the Railroad or will be covered by appropriate revisions to same which will be initiated and approved by the Sponsor and/or the Railroad.

   B. Should the Contractor desire any changes in addition to the above, then the Contractor shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

11. COOPERATION AND DELAYS:

   A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the Contractor's schedule, the Contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

   B. No charge or claim of the Contractor against either the Sponsor or the Railroad will be allowed for hindrance or delay on account of railroad traffic; any work done by the Railroad or other delay incident to or necessary for safe maintenance of railroad traffic or for any delays due to compliance with these Special Provisions.

12. TRAINMAN'S WALKWAYS:

   A. Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10 feet from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Contractor Protective Service is provided shall be removed before the close of each workday. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed and must conform to AREMA and/ or FRA standards.

13. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. The Contractor and/or the Sponsor's personnel authorized to perform work on the Railroad's property as specified in Section 2 above are not required to complete Norfolk Southern Roadway Worker Protection Training; However, the Contractor and the Sponsor's personnel must be familiar with Norfolk Southern' s standard operating rules and guidelines, should conduct themselves accordingly, and may be removed from the property for failure to follow these guidelines.

B. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Wearing of safety boots and reflective vests are required.

C. No person is allowed to perform construction activities which may impact the Railroad's property or operations without specific authorization from the Contractor Protective Services.

D. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

E. No person is allowed to cross tracks without specific authorization from the Contactor Protective Services.

F. All welders and cutting torches working within 25' of track must stop when train is passing.

G. No steel tape or chain will be allowed to cross or touch rails without permission from the Contactor Protective Services.

14. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15' of centerline of track without specific permission from Railroad Representative and Contractor Protective Services personnel.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without the authorization from the Contractor Protective Services personnel who are site specific trained and properly equipped.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

E. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25' of centerline of track without specific authorization of the Railroad Representative and Contractor Protective Services personnel.

H. Trucks, tractors, or any equipment will not touch ballast line without specific permission from Railroad Representative and Contractor Protective Services personnel. At the beginning of each project that involves the Contractor working within 25' of the centerline of any track, orange construction fencing must be established. Orange construction fencing shall be established in accordance with the minimum temporary horizontal clearances contained in Section 5.A.2 and shall be maintained for the duration of construction.

I. No equipment or load movement is permitted within 25' or above a standing train or Railroad equipment without specific authorization of the Contractor Protective Services personnel.

J. All operating equipment within 25' of track must halt operations when a train is passing. All other operating equipment may be halted by the Contractor Protective Services personnel if said personnel views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from Railroad embankment with heavy equipment without specific permission from the Railroad Engineer, Railroad Representative and Contractor Protective Services personnel.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each workday or whenever unattended by an operator.

P. Prior to performing any crane operations, the Contractor shall establish a single point of contact for the Contractor Protective Services personnel to remain in communication with at all times. Contractor Protective Services personnel must also be in direct contact with the individual(s) directing the crane operation(s).

15. INSURANCE:

A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Prime Contractor will be required to carry insurance of the following kinds and amounts:

1. A Commercial General Liability ("CGL") policy containing products and completed operations, bodily injury, property damage, and contractual liability coverage, with a combined single limit of not less than $5,000,000 for each occurrence with a general aggregate limit of not less than $5,000,000. Any portion of this requirement may be satisfied by a combination of General Liability and/or Excess/Umbrella Liability Coverage. The CGL policy shall provide additional insured coverage equivalent to at least as broad as ISO CG 20 10 11/85.

2. Automobile Liability Insurance with a current ISO occurrence form policy (or equivalent) and apply on an "any auto" (Symbol 1) basis, including coverage for all vehicles used in connection with the Work or Services on the leased property, providing annual limits of at least $1,000,000 per occurrence for bodily injury and property damage combined including uninsured and underinsured motorist coverage, medical payment protection, and loading and unloading. This policy shall be endorsed to include Transportation Pollution Liability Broadened Coverage ISO CA 99 48 03 06 or MCS-90 if vehicles are subject to Federal jurisdiction. If this coverage is on a claims-made form, the Retro Active Date must be prior to the date of this Agreement and the policy endorsement must be maintained for not less than seven (7) years.

3. Workers' Compensation Insurance to meet fully the requirement of any compensation act, plan, or legislative enactment applicable in connection with the death, disability or injury of Licensee's officers, agents, servants, or employees arising directly or indirectly out of the performance of the work.

4. Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 policy limit for disease, and $1,000,000 each employee for disease.

5. All insurance required in Section 15.A (excluding any Workers' Compensation policy) shall name Norfolk Southern Railway and its parent, subsidiary, and affiliated companies as additional insureds with an appropriate endorsement to each policy.

6. All policies secured by Contractor, whether primary, excess, umbrella or otherwise, and providing coverage to the Railroad as an additional insured (i) are intended to take priority in responding and to pay before any insurance policies Railroad may have secured for itself must respond or pay and (ii) may not seek contribution from any policies the Railroad may have secured for itself.

7. No cross-liability exclusions are permitted that would apply to the additional insureds, and there may not be any restrictions in any policy that limits coverage for a claim brought by an additional insured against a named insured.

8. To the fullest extent permitted by law, all insurance furnished by Contractor in compliance with Section 15.A shall include a waiver of subrogation in favor of Railroad with an appropriate endorsement to each policy.

9. All policies required in Section 15.A shall not be subject to cancellation, termination, modification, changed, or non-renewed except upon thirty (30) days' prior written notice to the additional insureds.

10. The insurance coverages maintained by Contractor shall not limit any indemnity obligations or other liabilities. The insurance available to Railroad and its parent, subsidiary and affiliated companies as additional insureds shall not be limited by these requirements should Licensee maintain higher coverage limits.

11. Any deductibles or retentions in excess of $50,000 maintained on any insurance required in 15.A shall be disclosed and approved by Railroad with a request made for approval to NSRISK3@nscorp.com.

12. Anyone subcontractor providing work on this project must extend CG 20 38 (or broader coverage) additional Insured endorsement to provide coverage for up stream parties.

13. Contractor shall require all subcontractors who are not covered by the insurance carried by Contractor to obtain commercially reasonable insurance coverage, but not less than the requirements of 15.A.

B. In addition to the insurances required in Section 15.A, the Contractor shall also procure on behalf of the Railroad for the entirety of the project:

1. Railroad Protective Liability (RPL) Insurance having a combined single limit of not less than $5,000,000 each occurrence and $10,000,000 in the aggregate applying separately to each annual period. Said policy shall provide coverage for all loss, damage or expense arising from bodily injury and property damage liability, and physical damage to property attributed to acts or omissions at the job site.

   The standards for the Railroad Protective Liability Insurance are as follows:

   a. The insurer must be rated A- or better by A.M. Best Company, Inc.

   b. The policy must be written using one of the following combinations of Insurance Services Office ("ISO") RPL Insurance Form Numbers:
      (1) CG 00 35 01 96 and CG 28 31 10 93; or
      (2) CG 00 35 07 98 and CG 28 31 07 98; or
      (3) CG 00 35 10 01; or
      (4) CG 00 35 12 04; or
      (5) CG 00 35 12 07; or
      (6) CG 00 35 04 13.

   c. The named insured shall read:

      Norfolk Southern Corporation and its subsidiaries and affiliates
      650 West Peachtree Street NW – Box 46
      Atlanta, GA 30308
      Attn: Risk Manager

      (NOTE: Railroad does not share coverage on RPL with any other entity on this policy)

   d. The description of operations must appear on the Declarations, must match the project description in this agreement, and must include the appropriate Sponsor project and contract identification numbers.

   e. The job location must appear on the Declarations and must include the city, state, and appropriate highway name/number. **NOTE: Do not include any references to milepost, valuation station, or mile marker on the insurance policy.**

   f. The name and address of the prime Contractor must appear on the Declarations.

g. The name and address of the Sponsor must be identified on the Declarations as the "Involved Governmental Authority or Other Contracting Party."

h. Endorsements/forms that are **required** are:

(1) Physical Damage to Property Amendment
(2) Terrorism Risk Insurance Act (TRIA) coverage must be included

i. Other endorsements/forms that will be accepted are:
(1) Broad Form Nuclear Exclusion – Form IL 00 21
(2) 30-day Advance Notice of Non-renewal or cancellation
(3) Required State Cancellation Endorsement
(4) Quick Reference or Index Form CL/IL 240

j. Endorsements/forms that are NOT acceptable are:
(1) Any Pollution Exclusion Endorsement except CG 28 31
(2) Any Punitive or Exemplary Damages Exclusion
(3) Known injury or Damage Exclusion form CG 00 59
(4) Any Common Policy Conditions form
(5) An Endorsement that limits or excludes Professional Liability coverage
(6) A Non-Cumulation of Liability or Pyramiding of Limits Endorsement
(7) An Endorsement that excludes TRIA coverage
(8) A Sole Agent Endorsement
(9) Any type of deductible endorsement or amendment
(10) Any other endorsement/form not specifically authorized in item no. 2.h above.

SPONSOR:

RAILROAD:
Risk Management
Norfolk Southern Corporation and its subsidiaries
650 West Peachtree Street NW – Box 46
Atlanta, GA 30308
NSRISK3@NSCORP.COM

C. All insurance required under Section 15.A and 15.B shall be underwritten by insurers and be of such form and content, as may be acceptable to the Railroad. Prior to entry on Railroad right-of-way, the original electronic RPL Insurance Policy shall be submitted by the Prime Contractor to the Railroad at NSRISK3@NSCORP.COM for review and approval. In addition, certificates of insurance evidencing the Prime Contractor's insurance compliant with the requirements in 15.A shall be issued to the Railroad at NSRISK3@NSCORP.COM at the same time the RPL Policy is submitted.

D. The insurance required herein shall in no way serve to limit the liability of Sponsor or its Contractors under the terms of this agreement.

E. Insurance Submission Procedures

1. The Railroad will only accept initial insurance submissions via email to NSRISK3@NSCORP.COM. The Railroad will NOT accept initial insurance submissions via hard copies that would be sent either US Mail or Overnight carrier or faxes as only electronic versions only are to be submitted to Railroad. **Please provide point of contact information with the submission including a phone number and email address.**

   For email insurance submissions, the subject line should follow the format provided unless otherwise directed by the Railroad Engineer:

   Insurance Submittal: City, State – NS File Number – NS Milepost – Project Name – Sponsor Project #

2. Railroad requires the following two (2) forms of insurance in the initial electronic insurance submission to NSRISK3@NSCORP.COM to be submitted under a cover letter providing details of the project and containing the contact information:

   a. The full original or certified true electronic countersigned copy of the RPL Insurance Policy in its entirely inclusive of all declarations, schedule of forms and endorsements along with the policy forms and endorsements as required in Section 15.B.

   b. A certificate of insurance from the Contractor evidencing the Contractor's insurance in Section 15.A (i.e. the Contractor's commercial general, automobile, and workers' compensation liability insurance, etc.). The certificate must show Norfolk Southern Railroad and its subsidiaries and affiliated companies as an additional insured on the General Liability and Auto policies. The certificate should also indicate that the Workers' Compensation policy waives subrogation against Norfolk Southern Corporation and its subsidiaries. See Appendix J for a Sample Certificate of Insurance.

16. FAILURE TO COMPLY:

A. In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

   1. The Railroad Engineer may require that the Contractor vacate Railroad property.

   2. The Sponsor's Engineer may withhold all monies due the Contractor on monthly statements.

B. Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Sponsor's Engineer.

17. PAYMENT FOR COST OF COMPLIANCE:

A. No separate payment will be made for any extra cost incurred on account of compliance with these Special Provisions. All such costs shall be included in prices bid for other items of the work as specified in the payment items.

2024-524

Exhibit 6

18. PROJECT INFORMATION

A. Date: _____
B. NS File No.: _____
C. NS Milepost: _____
D. Sponsor's Project No. _____

U.S. Department of Transportation
Federal Railroad Administration

Exhibits

Revision Date: December 11, 2023

2021-524

EXHIBIT 7

Exhibits
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EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
c. Hatch Act - 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966 – Section 106 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501–312508
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401 et seq.
i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. § 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102(a) – 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271 et seq.
v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251–1376
w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681–1683 and §§ 1685–1687
z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
dd. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. § 1801 et seq.
ee. Farmland Protection Policy Act of 1981 – 7 U.S.C. § 4201 et seq.
ff. Noise Control Act of 1972 – 42 U.S.C. § 4901 et seq.
gg. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. § 661 et seq.

hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. §§ 9601–9657
kk. Safe Drinking Water Act – 42 U.S.C. §§ 300f to 300j-26
ll. The Wilderness Act – 16 U.S.C. §§ 1131–1136
mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. § 6901 et seq.
nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
pp. Cargo Preference Act of 1954 – 46 U.S.C. § 55305
qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
rr. Efficient Environmental Reviews - 23 U.S.C. § 139
ss. Grant Conditions – 49 U.S.C. § 22905
tt. Build America, Buy America Act – Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60 et seq.

h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

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EXHIBIT B: ADDITIONAL STANDARD TERMS

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U.S. Department of Transportation
Federal Railroad Administration

EXHIBIT B.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT**, as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

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EXHIBIT 7

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

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a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

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EXHIBIT B.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more—as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

EXHIBIT B.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

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EXHIBIT 7

EXHIBIT B.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

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EXHIBIT B.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 22905(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. Definitions. Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 22905(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 22905(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements**. The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee**. Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

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such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice**. When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations**.

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration**. If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation**. If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances**.

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

(b) **Moving Expenses**. Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section 5(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination**. Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section 5(c)(vi), unless a controversy arises as to which Section 5(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section 5(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section 5(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights**. If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections 5(b)&(c).

6. Protections for Dismissed Employees.

(a) **Dismissal Allowance**. A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety (90) days and a claim for a subsequent month shall be paid within sixty (60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance**. A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment**. Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training**. In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections**. If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope**. Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice**. The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members**. Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives**. In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding**. The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses**. The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty (30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. Severability. In the event any provision of this Exhibit is held to be invalid or otherwise unenforceable under applicable law, the remaining provisions of this Exhibit shall not be affected.

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ORDINANCE FACT SHEET

REQUEST FORM NO: 24-71
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Construction Agreement **FISCAL IMPACT:** $ 500,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE NORFOLK SOUTHERN RAILWAY COMPANY FOR USABLE SEGMENT VIB OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Contract

CONTRACTOR / VENDOR NAME: Norfolk Southern Railway Company **VENDOR NO:**

CONTRACT TERM: Completion **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $500,000.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:**

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	USVI	2307	$ 500,000.00
2						
3						
4						

FUNDS CHECK BY: Courtney Hamel **Date:** 12/06/2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 5 DEC 24
CITY PURCHASING AGENT: Michael Taylor **Date:** 12-6-24

COMMENTS

This ordinance is for approval of an agreement to reimburse Norfolk Southern Railway Company (NS) for their costs and allow City's contractor to work on NS property. The agreement is for public purposes, specifically associated with Usable Segment VIB of the Springfield Rail Improvements Project. Costs will be reimbursed by a federal CRISI grant.

SIGN OFF:

(Mayor's Signature) GEA (Director of OBM)

2024-504

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, THE ILLINOIS DEPARTMENT OF TRANSPORTATION AND THE ILLINOIS MIDLAND & RAILROAD, INC. FOR USBALE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield, the Illinois Department of Transportation ("IDOT") and the Illinois & Midland Railroad, Inc. desire to enter into an agreement to reimburse Illinois & Midland Railroad, Inc. for their costs and allow the City's contractor to work on Illinois & Midland Railroad, Inc.'s property; and

WHEREAS, this agreement is for public purposes, specifically associated with Usable Segment VIA of the Springfield Rail Improvements Project; and

WHEREAS, costs will be fully reimbursed by a the federal Rebuilding American Infrastructure with Sustainability and Equity ("RAISE") grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement between the City of Springfield, IDOT and the Illinois & Midland Railroad, Inc. for Usable Segment VIA of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Illinois & Midland Railroad, Inc. in an amount not to exceed $254,946.00 from account number 041-110-GAST-USVI-2307 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED:_____**, 2024**

RECORDED:_____**, 2024**

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2024**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/4/24
Office of Corporation Counsel / Date

OFFICE OF BUDGET AND MANAGEMENT
PURCHASING DEPARTMENT
CITY OF SPRINGFIELD, ILLINOIS

MEMORANDUM

TO: **Nathan Bottom**
Office of Public Works

FROM: **Mike Lesko, Purchasing Agent**

DATE: **December 6, 2024**

SUBJECT: **Exemption from Competitive Bidding Determination**

I have reviewed the Ordinance Fact Sheet with Illinois & Midland Railroad, Inc. for an agreement to reimburse I&M for work related to the Springfield Rail Relocation Project for the Office of Public Works.

Costs to be reimbursed by a federal RAISE Grant.

In accordance with the requirements of Section 38.38(a) and Section 38.41 of the Purchasing Code of the City of Springfield pertaining to Competitive Sealed Proposals, I have determined that it would be neither practical nor advantageous to the City to utilize the Sealed Competitive Bid process to obtain bids for these goods or services. Based on my determination, this procurement is exempt from the City's requirement for Sealed Competitive Bids.

300 SOUTH SEVENTH STREET, ROOM 200 • SPRINGFIELD, ILLINOIS 62701-1681 • (217) 789-2191 • FAX (217) 789-2207

2024-525

CONSTRUCTION AND MAINTENANCE AGREEMENT

This Construction and Maintenance Agreement, hereinafter referred to as the "AGREEMENT" made and entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as the "DEPARTMENT," City of Springfield, Illinois hereinafter referred to as the "CITY" and Illinois & Midland Railroad, Inc., hereinafter referred to as the "COMPANY" collectively referred to as the "PARTIES" and individually referred to as a "PARTY."

WITNESSETH:

WHEREAS, The CITY is undertaking a multi-segment project to address issues of public safety, traffic congestion, community livability and commercial development by reducing the number of at-grade rail crossings which create conflict points for cars, trains and pedestrians that can result in train-vehicle collisions, personal injury and death, reduced train and vehicular speeds, and increased congestion; and

WHEREAS, the project is commonly referred to as Springfield Rail Improvements Project (the "SRIP"); and

WHEREAS, The SRIP includes replacing the existing North Grand Avenue highway-rail grade crossing (AAR/DOT #169960V, railroad milepost (MP) 86.05) with a new grade separated roadway structure over the COMPANY's existing tracks near MP 86.06, by raising the highway profile and removing the existing grade-crossing, together hereinafter referred to as the "PROJECT" as more particularly described and depicted in Exhibit 1 attached hereto and made a part hereof; and

WHEREAS, the DEPARTMENT has agreed to advertise, let and award the contract(s) for the PROJECT; and

WHEREAS, the PARTIES will construct the PROJECT in accordance with the plans and specifications attached hereto and incorporated herein as Exhibit 1; and

WHEREAS, the Illinois Commerce Commission issued an order on August 14, 2024 ("ICC Order") authorizing construction of the PROJECT in Docket No. T23-0106; and

WHEREAS, the COMPANY, pursuant to the ICC Order will be responsible for cost share in the amount of $362,500 for the PROJECT; and

WHEREAS, the PROJECT necessitates the purchase and sale of certain property interests in real property owned or controlled by the COMPANY (the "COMPANY Parcels"); and

WHEREAS, the CITY and the COMPANY have negotiated a settlement agreement (the "Settlement Agreement") to set forth the terms and conditions of the purchase and sale of the COMPANY Parcels; and

WHEREAS, included in the PROJECT is the reconstruction and/or realignment of (i) certain COMPANY driveways (inclusive of all COMPANY signage, fencing and like-kind gates) for ingress and egress (the "COMPANY Entrances") to the COMPANY's remaining property along E. North Grand Avenue and 19th Street, and (ii) the construction of a Twenty-Four (24) foot-wide asphalt roadway (the "COMPANY Roadway") through and across certain COMPANY Parcels for the COMPANY's sole use, enjoyment and control, collectively referred to herein as the "COMPANY Property Access & Use Adjustments" as shown on Exhibit 4 attached hereto and made a part hereof; and

WHEREAS, pursuant to the ICC Order and the Settlement Agreement, the COMPANY is willing to permit the CITY's and/or DEPARTMENT's contractor(s) to

enter upon COMPANY property depicted on Exhibit 2, attached hereto and made a part hereof, hereinafter referred to as "PREMISES" for construction and maintenance of the PROJECT upon the terms and conditions of this AGREEMENT and the Settlement Agreement.

WHEREAS, the COMPANY is willing, at no expense to the COMPANY, to allow the CITY and/or the DEPARTMENT to make modifications to the COMPANY's facilities required to accomplish the PROJECT in accordance with the plans approved by the COMPANY and the force account estimate to be reimbursed to the COMPANY at the expense of the DEPARTMENT or the CITY, attached hereto as Exhibit 3 and made a part hereof.

NOW, THEREFORE, in consideration of the foregoing recitals, which by reference are incorporated herein, and in further consideration of the following, the PARTIES hereto agree as follows:

SECTION 1. (*Plan Preparation*) The preliminary plans, detailed plans and specifications for the PROJECT shall be prepared by or for the CITY at the CITY's expense, and all such plans and specifications affecting the interests of the COMPANY shall be subject to approval by the COMPANY's authorized representative and the DEPARTMENT.

SECTION 2. (*Force Account Cost Estimate*) The current estimates of cost for relocation and/or removal of the COMPANY's existing owned or maintained crossing surfaces, grade crossing signals, gates and any of the COMPANY's other appurtenances, including, without limitation, the construction of the COMPANY Property Access & Use Adjustments, necessitated by the proposed improvement, on-site

representative services, protective services and administration have been prepared by the COMPANY at the expense of the CITY and have been approved by an authorized representative of the CITY. The actual costs to be paid to the COMPANY by the DEPARTMENT or the CITY are included in Exhibit 3 hereto and may be modified by mutual consent of the PARTIES upon changes in work scope or pricing.

SECTION 3. (*Changes to Plans and Specifications*) No changes shall be made on the portions of the approved plans and specifications covered by this AGREEMENT by any PARTY hereto without the consent in writing of every PARTY.

SECTION 4. (*Scope of Work*) The PARTIES hereto shall construct or cause to be constructed, in substantial accordance with the approved plans and specifications, the following items of work:

A. WORK BY THE DEPARTMENT OR THE CITY. The DEPARTMENT or the CITY shall furnish or cause to be furnished all the labor, materials and work equipment required to perform and complete the following at the DEPARTMENT's and/or the CITY's sole cost and expense:

1. The DEPARTMENT or its contractor shall construct the new grade separated highway structure across the COMPANY's existing tracks.

2. The DEPARTMENT or its contractor or the CITY or its contractor shall reconstruct the COMPANY Entrances which shall include two (2) existing entrances to the COMPANY's remaining property along E. North Grand Avenue and one (1) existing entrance along 19th Street and the Company Roadway all as shown on Exhibit 4 and consistent with the approved plans and specifications.

3. The DEPARTMENT or its contractor shall: (i) remove all existing interlock and signal houses and replace with one bungalow; (ii) replace all interlocking equipment (i.e., logic controller – e.g., ElectroLogix or similar); (iii) replace standby power system, rectifiers, power derail on IMRR track and all associated underground cabling; and (iv) install north/south signals for IMRR track.

4. The DEPARTMENT or its contractor or the CITY or its contractor shall, without limitation, construct the COMPANY Roadway to and from the COMPANY Entrances to the COMPANY's remaining property along E. North Grand Avenue, and 19th Street along, over, through and across the COMPANY's remaining property for the COMPANY's sole use and enjoyment in order to ensure that the COMPANY will continue to enjoy the same level of utility and access to and from its remaining property as it enjoyed prior to the completion of the PROJECT and the elimination of existing roadway frontage and access to and from the COMPANY property as a result of the PROJECT at City's cost and expense all consistent with the approved plans and specifications and as more particularly detailed and in the locations specified in Exhibit4.

5. The DEPARTMENT or its contractor shall construct grading and subballast near the Sangamon Avenue diamond crossing as shown on Exhibit 1.

6. Incidental work necessary to complete the item(s) hereinabove specified.

The DEPARTMENT shall award its work to a competent and experienced contractor(s) who has (have) adequate equipment, organization, training, and finances, and the CITY and the COMPANY shall be notified of the contractor(s) receiving such award for all work affecting the CITY and the COMPANY's interests.

Per the Alternative Federal-State procedure in 23 C.F.R. § 646.220, the DEPARTMENT will certify that the construction work at the job site is complete, acceptable, and in accordance with the terms of this

AGREEMENT. A representative of the DEPARTMENT shall be present at the job site during construction to observe the work.

B. WORK BY THE COMPANY. The COMPANY shall furnish or cause to be furnished, at the expense of the CITY or the DEPARTMENT, and in accordance with the stipulations as contained in the Federal-Aid Policy Guide, Chapter I, Subchapter B, Part 140, Subpart I, (23 C.F.R. 140 J) and supplements, as well as Chapter I, Subchapter G, Part 646 (23 C.F.R. 646) and supplements, all the labor, materials and work equipment required to perform and complete the following:

1. COMPANY representative services as set forth in the force account estimate in Exhibit 3.

2. Provide protective services as set forth in the force account estimate in Exhibit 3 and consistent with the "IMRR – PROTECTION OF RAILROAD INTERESTS", as referenced in Section 22 and attached hereto and made a part hereof as Exhibit 6. through its own forces or through a qualified third-party contractor, in which case payment shall be made directly to such third-party contractor by the DEPARTMENT or the CITY.

3. Removal of signals, gates, ancillary crossing structures and crossing surface for the grade crossing removal.

4. Incidental work necessary to complete the item(s) hereinabove specified, including but not limited to, attendance at project meetings (such as the pre-construction conference described in Section 6) document and agreement preparation, and applicable record development and production.

The current estimated cost of the COMPANY's work as to construction and set forth above is $218,650.00 plus a Public Project Administration Fess of $14,431 and plus a contingency of $21,865.00 for a total of

$254,946.00 as shown on the detailed estimates in Exhibit 3, attached hereto and made a part hereof.

SECTION 5. (*Project Specifications*) The DEPARTMENT shall require its contractor(s) to perform his/her (their) work in accordance with the DEPARTMENT's "Standard Specifications for Road and Bridge Construction" adopted January 1, 2022, inclusive of the "Supplemental Specifications and Recurring Special Provisions" in effect on the date of invitation for bids and the PROJECT specifications as so approved in accordance with Section 1 and in compliance with Exhibit 6.

SECTION 6. (*Pre-construction Conference*) Subsequent to the award of any contract(s), and before any work is started on this PROJECT, a conference shall be held between the representatives of the DEPARTMENT, the CITY, the COMPANY, and the DEPARTMENT's contractor(s), at a place designated by the DEPARTMENT's representative and at a time mutually agreeable to all PARTIES, for the purpose of coordinating the work to be performed by the several PARTIES, and at which time a schedule of operations will be adopted. The DEPARTMENT, the CITY and the COMPANY will work in good faith to complete the construction of the PROJECT.

SECTION 7. (*Entry Limits*) Subject to the provisions of Section 15, the DEPARTMENT shall require its contractor(s), before entering for the performance of any construction work or work preparatory thereto, to notify the authorized representative of the COMPANY and to comply with the COMPANY's recommendations and requirements relative to railroad

clearances, operations, and general safety guidelines and requirements of Sections 14 and Exhibit 6.

SECTION 8. (*Ownership and Maintenance*) The CITY will own and maintain Structure Number 084-9973 that carries North Grand Avenue over the COMPANY's existing track. The COMPANY will not be responsible for maintenance of Structure Number 084-9973 nor any ancillary components that make up or provide ancillary support of said structure or any other structures to be maintained by the CITY or the DEPARTMENT.

The CITY further agrees that it will inspect or cause to be inspected the grade separated highway structure in accordance with the latest Federal Highway Administration, US Department of Transportation National Bridge Inspection Standards. Upon request by the COMPANY, the CITY will provide the latest structural inspection report in compliance with the National Bridge Inspection Standards for its review.

SECTION 9. (*Cost Records and Billing*) The COMPANY shall keep an accurate and detailed account of the actual cost and expense as incurred by it or for its account in the performance of the work it herein agrees to perform.

The COMPANY, for performance of its work as outlined in Section (B) hereof, may bill the CITY monthly for the costs and expenses incurred. The progressive invoices may be rendered on the basis of an estimated percentage of the work completed.

The COMPANY, upon the completion of its force account estimate work, shall within ninety (90) days render to the CITY a detailed statement of the actual cost and expense as incurred by it or for its account. After the CITY's representatives have checked the progressive invoices or the final statement and they have agreed with the COMPANY's representatives that the costs are reasonable and proper, insofar as they are able to ascertain, the CITY shall make such payments to the COMPANY within sixty (60) days of receipt of the invoices.

The COMPANY shall maintain, for a minimum of 3 years after the completion of this AGREEMENT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the AGREEMENT shall be available for review and audit by the Auditor General and other DEPARTMENT and Federal auditors; and the COMPANY agrees to cooperate fully with any audit conducted by the Auditor General and other DEPARTMENT or Federal auditors 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 CITY for the recovery of any funds paid by the CITY under the AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

After the Federal or the DEPARTMENT representatives have audited the expenses as incurred by the COMPANY under this AGREEMENT, including such amounts as may have been suspended from any previous payment, the CITY shall promptly reimburse the COMPANY for the retained percentages and suspended amounts, less the deduction of any item(s) of expense as may be found by the Federal or the DEPARTMENT representatives as not being eligible for reimbursement. If the total of the item(s) of expense as may be found by the Federal or the DEPARTMENT representatives as not being eligible for reimbursement exceeds the retained percentage plus any amounts which may have been suspended, then the COMPANY shall promptly reimburse the CITY for the overpayment.

SECTION 10. *(COMPANY cost share)* Pursuant to the ICC Order, the COMPANY's cost share for this PROJECT is $362,500. The DEPARTMENT, for performance of its work outlined in Section 4(A) shall notify the CITY when (i) the PROJECT is complete, and (ii) after final inspection. The DEPARTMENT shall invoice the COMPANY $362,500 when the PROJECT is 100% complete and after final inspection. The COMPANY shall make payment to the DEPARTMENT within sixty (60) days of receipt of the invoice. For the avoidance of doubt and clarification, the COMPANY cost share identified in this AGREEMENT is the contribution required under the ICC Order and is not in addition to the PROJECT contribution required under the ICC Order. For further avoidance of doubt and clarification, the COMPANY's cost share shall not be set off against nor otherwise impact the WORK BY THE COMPANY

furnished or caused to be furnished, at the expense of the CITY or the DEPARTMENT in SECTION 4 and shown on the detailed estimates in Exhibit 3 nor the Settlement Price as that term is defined in the Settlement Agreement.

SECTION 11. (*Subject to Federal Regulations*) The PROJECT shall be subject to all currently applicable Federal laws, rules, regulations, orders, and approvals pertaining to all agreements, plans, estimates, specifications, award of contract, acceptance of work, and procedure in general. The CITY will reimburse the COMPANY as hereinbefore provided for only such items of work and expense and in such amounts and forms as are proper and eligible for payment in accordance with 50 ILCS 505 (Local Government Prompt Payment Act).

SECTION 12. (*Non-discrimination*) It is the policy of the U.S. Department of Transportation that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, shall have the maximum opportunity to participate in the performance of agreements financed in whole or in part with federal funds. Consequently, the disadvantaged business enterprises requirements of 49 C.F.R. Part 26 apply to this AGREEMENT. The COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT. In the event any of the COMPANY's work is performed by other than the COMPANY forces, the COMPANY agrees to take all necessary and reasonable steps to ensure that disadvantaged

business enterprises, as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of work under the AGREEMENT.

The COMPANY, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this AGREEMENT. In the event any of the COMPANY's work is performed by other than the COMPANY forces, the COMPANY shall carry out applicable requirements of 49 C.F.R. Part 26 in its award and administration of this AGREEMENT. Failure by the COMPANY 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 deemed appropriate.

In the event any of the COMPANY's work is performed by other than the COMPANY forces, the provisions of the Illinois Prevailing Wage Act, 820 ILCS 130/1 *et seq.*, shall apply. Pursuant to 820 ILCS 130/4, the COMPANY is hereby notified "the prevailing rate of wages are revised by the Department of Labor and are available on the DEPARTMENT's official website."

SECTION 13. (*Termination by the DEPARTMENT or the CITY*) In the event that delays or difficulties arise in securing Federal approval, in acquiring property, in settling damages or damage claims, or for any other cause that in the opinion of the DEPARTMENT or the CITY render it impracticable to proceed with the construction of the PROJECT, then at any time before actual construction is started, the DEPARTMENT or the CITY

may serve formal notice of cancellation upon the COMPANY and this AGREEMENT shall thereupon become null and void after all costs incurred by the COMPANY prior to the DEPARTMENT's formal notice have been reimbursed by the CITY. In the event of such termination, the COMPANY shall be automatically relieved of its obligation to make any contribution to the PROJECT, whether pursuant to the ICC ORDER or otherwise and the CITY and the DEPARTMENT will fully cooperate with and join the COMPANY in any necessary ICC filings, reports or similar documents required to relieve the COMPANY of such obligation.

At the time this AGREEMENT was executed, there were funds available for the construction of the PROJECT. However, funding obligations assumed by the DEPARTMENT and/or the CITY under this AGREEMENT and the DEPARTMENTS's and/or the CITY's payment obligations to the COMPANY under this AGREEMENT and the COMPANY's obligation to make payment of its cost share shall cease immediately, without penalty or payment, should the Illinois General Assembly or the Federal Railroad Administration or any other relevant government entity, in any fiscal year, fail to appropriate or otherwise make available funds for the construction of the PROJECT. In the event of such failure to obtain appropriate funding to satisfy the DEPARTMENT's and/or the CITY's payment obligations under this AGREEMENT, the COMPANY may terminate this AGREEMENT and may, at its option, remove any and all PROJECT structures within the PREMISES and shall be entitled to immediate payment of its force account expenses accrued

through the date of such termination and reimbursement of any cost share funds previously paid. Further, Company shall be entitled to reinstall all signals, gates, ancillary crossing structures, crossing surface for the grade crossing and to reconstruct all driveways from E North Grand Street to the COMPANY Parcels, all at the CITY's sole cost and expense.

SECTION 14. (*Right of Entry*) The COMPANY, insofar as its rights, title, and interest enables it to do and subject to its rights to operate and maintain its railway and railway appurtenances along, in, and over its real property, grants the DEPARTMENT, the CITY and the CITY's construction observation consultant, without compensation, the right to enter upon the PREMISES, for the purpose of construction of the PROJECT, provided that, prior to entry upon lands of the COMPANY, any contractor of the CITY or the DEPARTMENT must execute and deliver to the COMPANY a construction right-of-entry agreement in the form attached hereto as Exhibit 5 and made a part hereof together with certificate(s) of insurance required therein, and shall at all times comply with the provisions set forth in Exhibit 6.

SECTION 15. (*Use and Condition of the PREMISES*) The PREMISES shall be used by the DEPARTMENT and the CITY only for the construction and maintenance of the PROJECT and for no other purpose without the prior written consent of the COMPANY, which consent may be withheld by the COMPANY in its sole discretion. The DEPARTMENT and the CITY accept the PREMISES in its current "as is" condition, as suited for the construction and maintenance of the PROJECT and without the

benefit of any improvements to be constructed by the COMPANY except insofar as contemplated by Section 4(B) of this AGREEMENT.

SECTION 16. (*Construction & Timing*) The PARTIES shall construct, and the CITY shall maintain, the PROJECT in such a manner as will not interfere with the operations of the COMPANY (except as approved by the COMPANY) or endanger persons or property of the COMPANY, and in accordance with the plans and specifications approved by the COMPANY in accordance with Section 1 and Section 5 of this AGREEMENT. The CITY shall not eliminate nor reduce or interfere with the use of any existing Company points of access from E. North Grand Street or 19th Street until the COMPANY Property Access & Use Adjustments have been constructed and are available for COMPANY's use.

SECTION 17. (*Environmental Matters*) The DEPARTMENT assumes all responsibility for any environmental obligations imposed under applicable laws, regulations or ordinances relating to the construction on, and maintenance of, the PREMISES and/or to any contamination of any property, water, air or groundwater arising or resulting from the DEPARTMENT's permitted operations or uses of the COMPANY's property pursuant to this AGREEMENT. In addition, the CITY shall obtain any necessary permits to construct and maintain the PROJECT. Any due diligence conducted on the PREMISES, including, without limitation, any Environmental Site Assessments undertaken by the DEPARTMNET or the CITY, shall be subject to the Due Diligence and Non-Disclosure provisions

of the Settlement Agreement as if such provisions were set forth in this AGREEMENT verbatim.

SECTION 18. (*The CITY's Indemnification of the COMPANY*) The CITY hereby agrees to be responsible for and to defend, indemnify, release and save harmless the COMPANY, its officers, agents and employees, from and against any and all liability, claims, losses, damages, expenses (including attorney's fees) or costs for personal injuries (including death) and/or property damage to whomsoever or whatsoever that arises in any manner from trespassers accessing the COMPANY's property or the CITY's bridge being constructed pursuant to this AGREEMENT and committing personal injuries (including death) or property damage to pedestrians or motorists that are using North Grand Avenue passing underneath the CITY's bridges being constructed by the DEPARTMENT.

SECTION 19. *(Grade separation structure fencing)* After the construction of the grade separation structure is completed, if the COMPANY believes that the installation of protective fences on or adjacent to the parapet wall along the south outside edge of the highway deck that spans the COMPANY's tracks is necessary, then it shall notify the other PARTIES of that belief in writing, stating the reasons supporting that belief. If required for safety in the reasonable discretion of the COMPANY, the COMPANY may require the CITY, at the CITY's sole cost, to design, install and maintain a protective fence system.

SECTION 20. (*Insurance*) Without limiting in any manner the liabilities and obligations assumed by the DEPARTMENT and the CITY

under any other provision of this AGREEMENT, and as additional protection to the COMPANY, the DEPARTMENT and the CITY shall require their contractor(s) to procure and maintain, in a form and with insurance companies satisfactory to the COMPANY, the following insurance policies in addition to any other insurance policies required under any other section of or exhibit to this AGREEMENT:

A. A Commercial General Liability Insurance Policy having a combined single limit of not less than $2,000,000 per occurrence, $6,000,000 aggregate, for all loss, damage, cost and expense, including attorneys' fees, arising out of bodily injury liability and property damage liability during the policy period. Said policy shall include explosion, collapse, and underground hazard (XCU) coverage, shall be endorsed to name the COMPANY as the certificate holder and as an additional insured, and shall include a severability of interests provision; and

B. A single Railroad Protective Liability Insurance Policy for the benefit of the COMPANY as the named insured, shall be carried in limits of $5,000,000 combined single limit per occurrence for bodily injury liability and property damage liability with an aggregate limit $10,000,000 over the life of the policy as set forth in Federal-Aid Policy Guide. Chapter 1, Subchapter G. Part 646, Subpart A, 23 C.F.R. 646A.

SECTION 21. (*Railway Support*) The COMPANY shall furnish, at the COMPANY's option and at the sole expense of the CITY, labor and materials necessary, in the COMPANY's sole judgment, to support its tracks and to protect its rail traffic, personnel and property (including,

without limitation, flagging) during the construction of the PROJECT, in the manner specified in Exhibit 6.

SECTION 22. (*Special Provisions for Protection of COMPANY*) In connection with the construction and maintenance of the PROJECT, it is agreed that the safety of people and the safety and continuity of the COMPANY's rail operations shall be of first importance. The DEPARTMENT and the CITY shall require their employees, agents, contractors, and invitees to utilize and comply with the COMPANY's directives in this regard and shall require its contractor(s) to comply with all provisions of Exhibit 6. For the purpose of interpreting the DEPARTMENT's and the CITY's obligations and those of their respective contractors under Exhibit 6, the DEPARTMENT and/or the CITY are collectively the "Contractor" should the DEPARTMENT and/or the CITY enter onto the PREMISES to perform any work contemplated by this AGREEMENT. To ensure such compliance, the DEPARTMENT and the CITY shall assign a project manager to function as a single point-of-contact for the DEPARTMENT and the CITY for any work performed on the PREMISES or potentially impacting the COMPANY Parcels. Said project manager is referred to as the "Engineer" in Exhibit 6.

SECTION 23. (*Safety of COMPANY Operations*) If the COMPANY becomes aware of any safety violations committed by the DEPARTMENT, the CITY, or any of their respective employees, agents, or contractors, the COMPANY shall notify the DEPARTMENT and the CITY. The DEPARTMENT and the CITY shall promptly correct such

violation. In the event of an emergency threatening immediate danger to persons or property, the COMPANY may take corrective action and shall notify the DEPARTMENT and the CITY promptly thereafter. The CITY shall reimburse the COMPANY for actual costs incurred in taking such emergency measures. The COMPANY assumes no additional responsibility for safety on the PREMISES for the DEPARTMENT and the CITY, and its employees, agents/ or contractors by taking these corrective actions, and the DEPARTMENT and the CITY and its agents/contractors shall retain full responsibility for such safety violations.

SECTION 24. (*Corrective Measures*) If the DEPARTMENT or the CITY fails to take any corrective measures requested by the COMPANY in a timely manner, or if an emergency situation is presented which, in the COMPANY's judgment, requires immediate repairs, the COMPANY, at the CITY's expense, may undertake such corrective measures or repairs as the COMPANY deems necessary or desirable.

SECTION 25. (*Miscellaneous*) All exhibits, attachments, riders and addenda referred to in this AGREEMENT are incorporated into this AGREEMENT and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this AGREEMENT. Each covenant of the COMPANY and the DEPARTMENT and the CITY under this AGREEMENT is independent of each other covenant under this AGREEMENT. No default in performance of any covenant by a PARTY shall excuse the other PARTY from the performance of any other covenant.

SECTION 26. (*Notice to PARTIES*) Whenever any notice, statement or other communication is required under this AGREEMENT, it shall be sent to the contact below except as otherwise provided in this AGREEMENT unless otherwise specifically advised.

As to the DEPARTMENT
Illinois Department of Transportation
Jeffrey Myers, Region Four Engineer
Attn: Implementation Engineer
126 East Ash Street
Springfield, IL 62704

As to the CITY:
City of Springfield
Attn: Nathan Bottom
Chief City Engineer
300 S. Seventh St., Room 203
Springfield. IL 62701

As to the COMPANY:

Illinois & Midland Railroad, Inc.
c/o Genesee & Wyoming Railroad Services, Inc.
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

Copy to:
Genessee & Wyoming Railroad Services, Inc.
Attn: General Counsel
20 West Avenue
Darien, CT 06820

Each PARTY may, by notice in writing, direct that future notices or demands be sent to a different contact name or address. All notices hereunder shall be deemed given upon receipt (or, if rejected. upon rejection).

SECTION 27. (*Severability*) The invalidity of any section, subsection, clause or provision of this AGREEMENT shall not affect the

validity or the remaining sections, subsections, clauses or provisions of this AGREEMENT.

SECTION 28. (*No Third Party Beneficiary*) This AGREEMENT shall be for the benefit of the PARTIES only, and no person, firm or corporation shall acquire any rights whatsoever by virtue of this AGREEMENT, except the COMPANY, the DEPARTMENT and the CITY, and their respective successors and assigns.

SECTION 29. (*Force Majeure*) The PARTIES agree to pursue the completion of the construction of the PROJECT in accordance with the requirements of this AGREEMENT. No party shall be held responsible to the other for delays caused by Force Majeure events, and such delays shall not be deemed a breach or default under this AGREEMENT. In no event shall a Force Majeure event excuse the CITY or the DEPARTMENT from its obligation to make payment to the COMPANY in accordance with this AGREEMENT. Further, the PARTIES agree that the resolution or settlement of strikes or other labor disputes shall not be deemed to be within the control or reasonable control of the affected PARTY. If any PARTY is unable to complete work assigned to it due to a condition of Force Majeure or other conditions beyond the reasonable control of said PARTY, then said PARTY will diligently pursue completion of the item that is delayed once said condition or conditions are no longer in effect. For purposes of this AGREEMENT, Force Majeure events are defined as circumstances beyond a PARTY's reasonable control that delay performance and may include, but are not limited to, acts of God, actions or decrees of governmental bodies

(beyond control of the parties), acts of the public enemy, labor disputes, fires, insurrections, and floods.

SECTION 30. (*Amendment: Entire AGREEMENT*) This AGREEMENT may be amended only in writing executed by authorized representatives of the PARTIES hereto. No verbal change, modification, or amendment shall be effective unless in writing and signed by authorized representatives of the PARTIES. The provisions hereof constitute the entire AGREEMENT between the PARTIES and supersede any verbal statement, representations, or warranties. stated or implied.

SECTION 31. (*Independent Contractors*) The PARTIES agree that the DEPARTMENT and the CITY and their respective agents and/or contractors shall not be deemed either agents or independent contractors of the COMPANY. Except as otherwise provided by this AGREEMENT, the COMPANY shall exercise no control whatsoever over the employment, discharge, compensation of, or services rendered by the DEPARTMENT or the CITY or their respective contractors.

Notwithstanding the foregoing, this paragraph shall in no way affect the absolute authority of the COMPANY to temporarily prohibit the DEPARTMENT, the CITY, its agents, and/or contractors, or persons not associated with the DEPARTMENT or the CITY from entering the COMPANY's property, or to require the removal of any person from the COMPANY's property, if the COMPANY determines, in its sole discretion, that such person is not acting in a safe manner or that actual or potential hazards in, on, or about the PROJECT exist.

SECTION 32. (*Meaning of "COMPANY"*) The word "COMPANY" as used herein shall include any other company whose property at the aforesaid location may be leased or operated by the COMPANY, to the limited extent the COMPANY has the right or obligation to act on behalf of such other company. Said term also shall include the COMPANY's officers, directors, agents, and employees, and any parent company, subsidiary or affiliate of the COMPANY and their respective officers, directors, agents, and employees.

SECTION 33. (*The CITY Utility Adjustments*) The COMPANY shall allow the CITY, to access the COMPANY Parcels subject to the provisions of SECTION 7 (*Entry Limits*), SECTION 14 (*Right of Entry*), SECTION 15 (*Use and Condition of the Premises*), and SECTION 22 (*Special Provisions for Protection of COMPANY Interests*) for the purposes of the CITY's utility adjustments required by the PROJECT. Such utility adjustments shall be performed by the CITY at no expense to the COMPANY. The CITY shall submit application to the COMPANY and pay the required application fee for any CITY-owned utility crossings of the COMPANY property necessary to replace existing utility crossings. After review and approval of the application, the COMPANY shall grant the CITY, at COMPANY's then standard application, access and license rates, any necessary permits or licenses for the CITY to own, operate, and maintain the utilities.

SECTION 34. *(Reserved)*

SECTION 35. (*Assignment and Successors*) This AGREEMENT shall be binding upon the PARTIES hereto, their successors or assigns.

SECTION 36. (*Additional Federal Requirements*) Since portions of the Springfield Rail Improvements Project are funded by federal grants, the FRA requires that all contractors, including the COMPANY, adhere to the requirements contained in Exhibit 7.

SECTION 37. (*Limitation of Damages*) Notwithstanding anything to the contrary contained in this AGREEMENT, under no circumstances shall the COMPANY be liable for any indirect, incidental, exemplary, punitive or consequential damages arising under or related to this AGREEMENT.

SECTION 38. This AGREEMENT shall be construed and interpreted according to the laws of the State of Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed in triplicate counterparts, each of which shall be considered an original by their duly authorized officials as of the dates below indicated.

Illinois Department of Transportation

By_____

Title:_____

Date:_____

City of Springfield, Illinois

By_____

Title:_____

Date:_____

Illinois & Midland Railroad, Inc.

By_____

Title:_____

Date:_____

SCHEDULE OF EXHIBITS

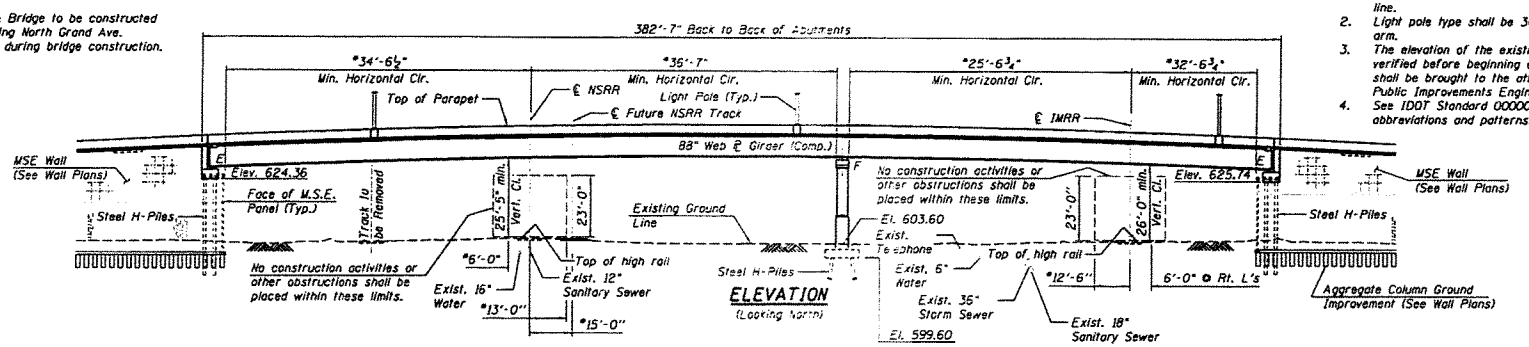
EXHIBIT 1	PROJECT Plans
EXHIBIT 2	The PREMISES
EXHIBIT 3	Force Account Estimate
EXHIBIT 4	COMPANY Property Access & Use Adjustments
EXHIBIT 5	Application for and Copy of Contractor Right of Entry License Agreement
EXHIBIT 6	IMRR – Protection of Railroad Interests
EXHIBIT 7	Assurances and Certifications Related to CITY's Federal Grant

Benchmark: TJM-112 - Chiseled square on SW corner of controller box foundation, NE quadrant of 9th St. and North Grand Ave. Elevation = 604.856

Existing Structure: None

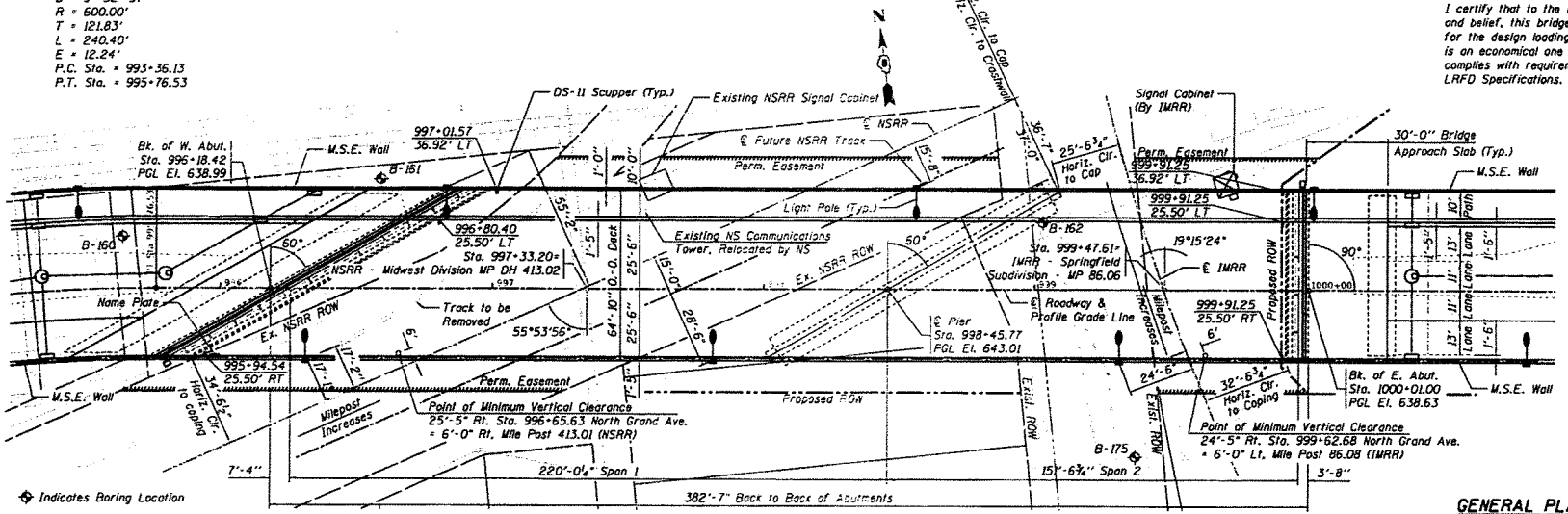
Traffic Control: Bridge to be constructed off Line. Existing North Grand Ave. to remain open during bridge construction.

Notes:
1. No free fall deck drains will be permitted in the spans over the tracks or within 10' of a cross arm of a railroad pole line.
2. Light pole type shall be 30' aluminum pole with 10' davit arm.
3. The elevation of the existing top-of-rail profile shall be verified before beginning construction. All discrepancies shall be brought to the attention of the Norfolk Southern Public Improvements Engineer.
4. See IDOT Standard 000001-08 for standard symbols, abbreviations and patterns.



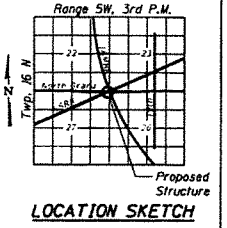
CURVE DATA

Prop. Curve C_ALNGAOVER02_7
PI Sta. = 994+57.97
Δ=22° 57' 23" (RT)
D = 9° 32' 57"
R = 600.00'
T = 121.83'
L = 240.40'
E = 12.24'
P.C. Sta. = 993+36.13
P.T. Sta. = 995+76.53



PLAN

I certify that to the best of knowledge, information and belief, this bridge design is structurally adequate for the design loading shown on the plans. The design is an economical one for the style of structure and complies with requirements of the current AASHTO LRFD Specifications.



LOCATION SKETCH

LOADING HL-93

Allow 50#/sq. ft. for future wearing surface.

DESIGN SPECIFICATIONS

2020 AASHTO LRFD Bridge Design Specifications, 9th Edition

DESIGN STRESSES

FIELD UNITS

f'c = 3,500 psi
f'c = 4,000 psi (Superstructure Concrete)
fy = 60,000 psi (Reinforcement)
fy = 50,000 psi (M270 Grade 50)

SEISMIC DATA

Seismic Performance Zone (SPZ) = 1
Design Spectral Acceleration at 1.0 sec. (S_{D1}) = 0.107
Design Spectral Acceleration at 0.2 sec. (S_{DS}) = 0.201
Soil Site Class = C

GENERAL PLAN & ELEVATION
NORTH GRAND AVE. OVER IMRR & NSRR
F.A.U. 7972 - SECTION 22-00492-01-BR
SANGAMON COUNTY
STATION 998+10.21
STRUCTURE NO. 084-9973

FINAL PLANS

HANSON	USER NAME = jmc88275	DESIGNED - CCP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	GENERAL PLAN & ELEVATION STRUCTURE NO. 084-9973
		CHECKED - JCT	REVISED -		SHEET NO. 1 OF 93 SHEETS
	PLOT SCALE = 426.8888 '/ in.	DRAWN - RSJ	REVISED -		
	PLOT DATE = 9/27/2024	CHECKED -	REVISED -		

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	22-00492-01-BR & 22-00492-01-BR	SANGAMON	714	447
		CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1

2023-4552

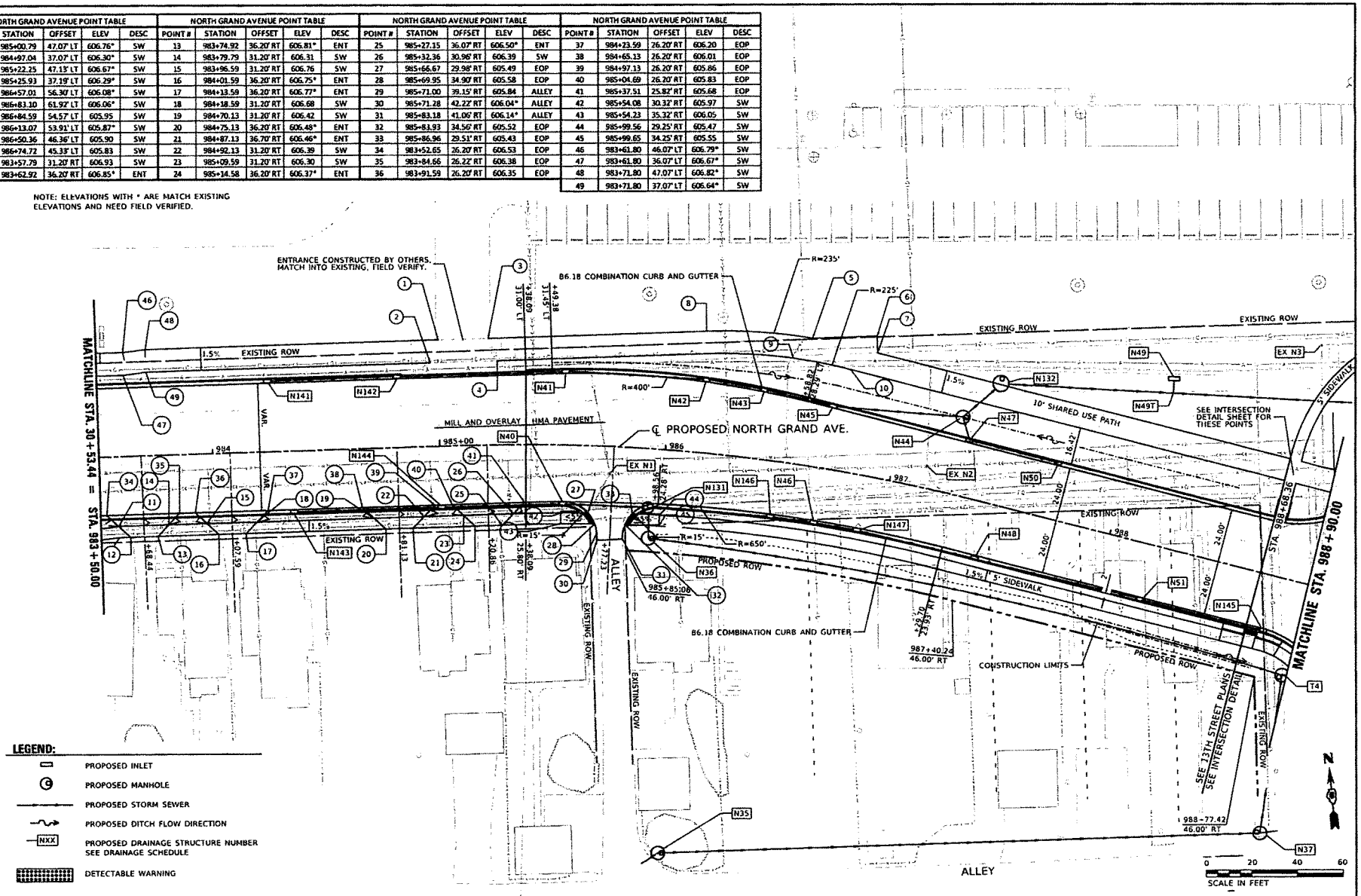
NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	985+00.79	47.07' LT	606.76*	SW
2	984+97.04	37.07' LT	606.30*	SW
3	985+22.25	47.13' LT	606.67*	SW
4	985+25.93	37.19' LT	606.29*	SW
5	986+57.01	56.30' LT	606.08*	SW
6	986+83.10	61.92' LT	606.06*	SW
7	986+84.59	54.57' LT	605.95	SW
8	986+13.07	53.91' LT	605.87*	SW
9	986+50.36	46.36' LT	605.90	SW
10	986+74.72	45.33' LT	605.83	SW
11	983+57.79	31.20' RT	606.93	SW
12	983+62.92	36.20' RT	606.85*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
13	983+74.92	36.20' RT	606.81*	ENT
14	983+79.79	31.20' RT	606.31	SW
15	983+96.59	31.20' RT	606.76	SW
16	984+01.59	36.20' RT	606.75*	ENT
17	984+13.59	36.20' RT	606.77*	ENT
18	984+18.59	31.20' RT	606.68	SW
19	984+70.13	31.20' RT	606.42	SW
20	984+75.13	36.20' RT	606.48*	ENT
21	984+87.13	36.70' RT	606.46*	ENT
22	984+92.13	31.20' RT	606.39	SW
23	985+09.59	31.20' RT	606.30	SW
24	985+14.58	36.20' RT	606.37*	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
25	985+27.15	36.07' RT	606.50*	ENT
26	985+32.36	30.96' RT	606.39	SW
27	985+66.67	29.98' RT	605.49	EOP
28	985+69.95	34.90' RT	605.58	EOP
29	985+71.00	39.15' RT	605.84	ALLEY
30	985+71.28	42.22' RT	606.04*	ALLEY
31	985+83.18	41.06' RT	606.14*	ALLEY
32	985+83.93	34.56' RT	605.52	EOP
33	985+86.96	29.51' RT	605.43	EOP
34	983+52.65	26.20' RT	606.53	EOP
35	983+84.66	26.22' RT	606.38	EOP
36	983+91.59	26.20' RT	606.35	EOP

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
37	984+23.59	26.20' RT	606.20	EOP
38	984+65.13	26.20' RT	606.01	EOP
39	984+97.13	26.20' RT	605.86	EOP
40	985+04.69	26.20' RT	605.83	EOP
41	985+37.51	25.82' RT	605.68	EOP
42	985+54.08	30.32' RT	605.97	SW
43	985+54.23	35.32' RT	606.05	SW
44	985+99.56	29.25' RT	605.47	SW
45	985+99.65	34.25' RT	605.55	SW
46	983+61.80	46.07' LT	606.79*	SW
47	983+61.80	36.07' LT	606.67*	SW
48	983+71.80	47.07' LT	606.82*	SW
49	983+71.80	37.07' LT	606.64*	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.



LEGEND:

- PROPOSED INLET
- PROPOSED MANHOLE
- PROPOSED STORM SEWER
- PROPOSED DITCH FLOW DIRECTION
- NXX — PROPOSED DRAINAGE STRUCTURE NUMBER SEE DRAINAGE SCHEDULE
- DETECTABLE WARNING

HANSON

USER NAME = jdoyle0275	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MNM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

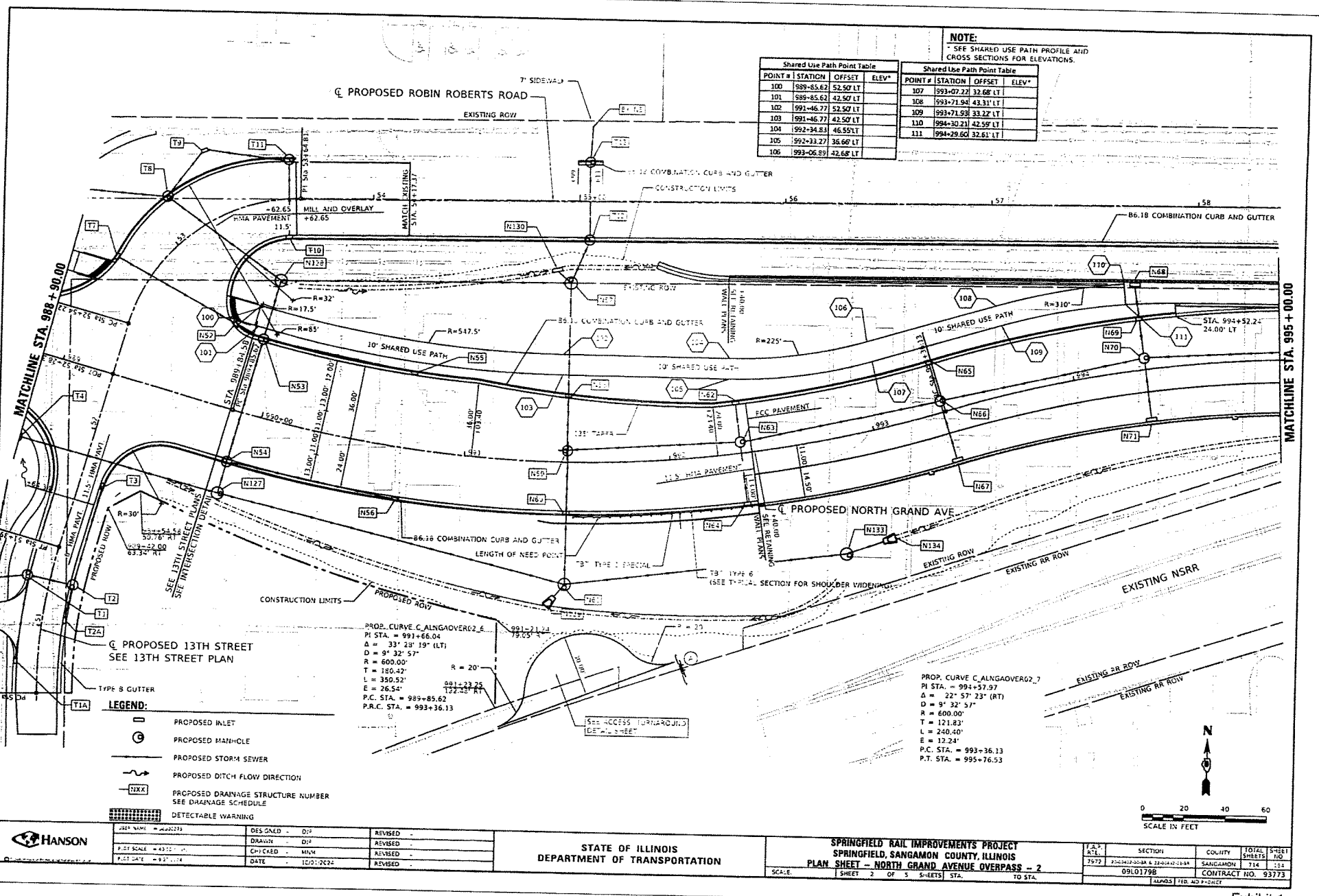
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 1
SCALE: | SHEET 1 OF 5 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00012-00-BR & 22-00092-01-BR	SANGAMON	714	183
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

USER NAME = mdc2273	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MKM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

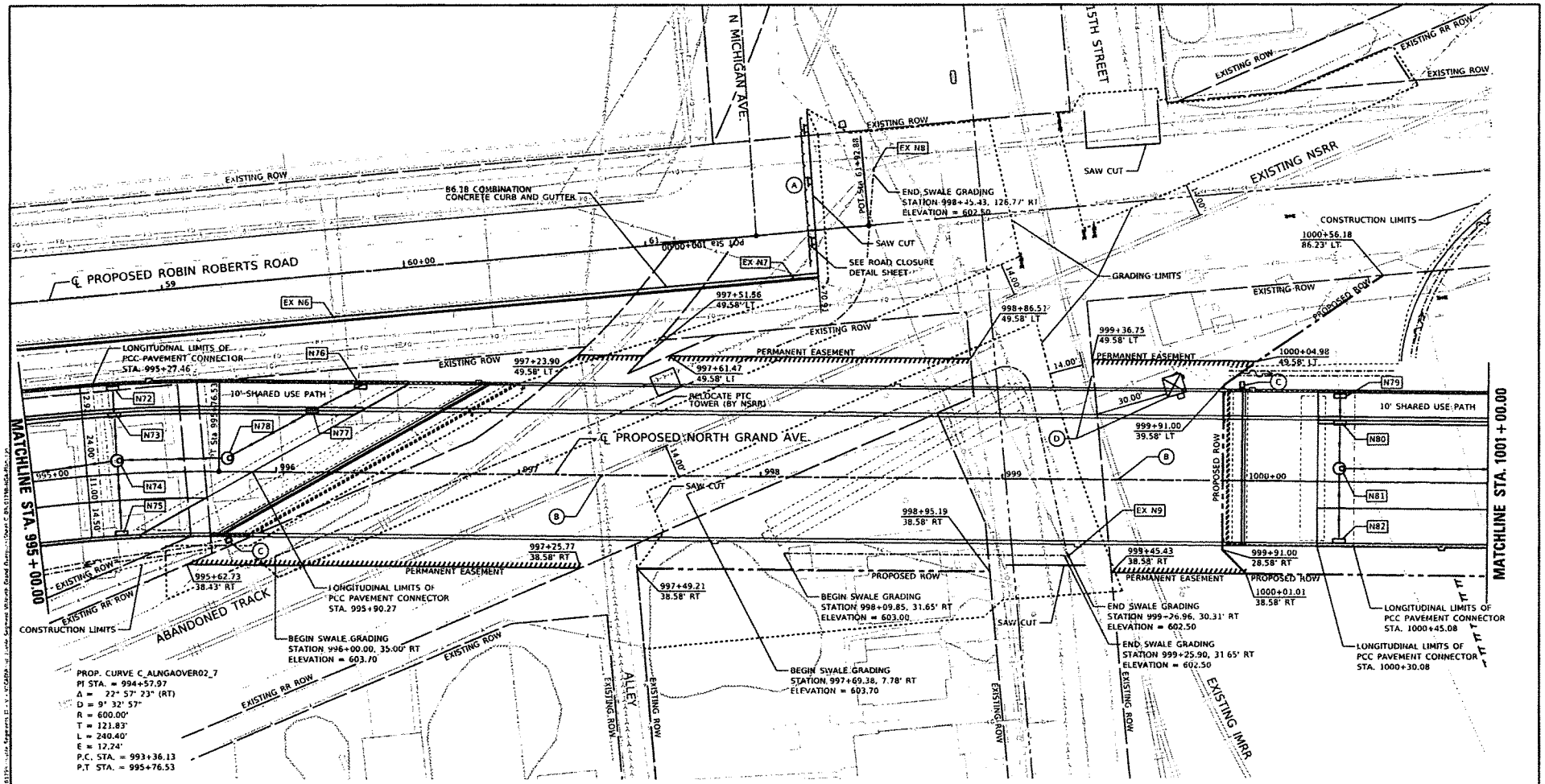
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 2

SCALE: | SHEET 2 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7572	20-04427-00-BR & 22-00142-21-BR	SANGAMON	714	104
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



LEGEND:

- PROPOSED INLET
- PROPOSED MANHOLE
- PROPOSED STORM SEWER
- PROPOSED DITCH FLOW DIRECTION
- NXX — PROPOSED DRAINAGE STRUCTURE NUMBER SEE DRAINAGE SCHEDULE
- DETECTABLE WARNING

(A) SPBGR TYP A W/ROAD CLOSED R11-2 48" x 30" AND OM4-3 18" x 18" AT GUARDRAIL

(B) SN 084-9973 SEE STRUCTURE PLANS STA. 997+34.78 = NSRR MP DH 413.02 STA. 999+48.02 = IMRR MP 86.06

(C) SPLASH BLOCK FOR BRIDGE DRAINAGE OUTLET LOCATE MIN 6" BEYOND RR ROW DIRECT FLOW TOWARDS DITCH

(D) IMRR CONTROL POINT SIGNALS AND 8'x8' SIGNAL HOUSE. SEE SPECIAL PROVISION "RAILROAD SIGNALS"

HANSON

USER NAME = ptan30275	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MNM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

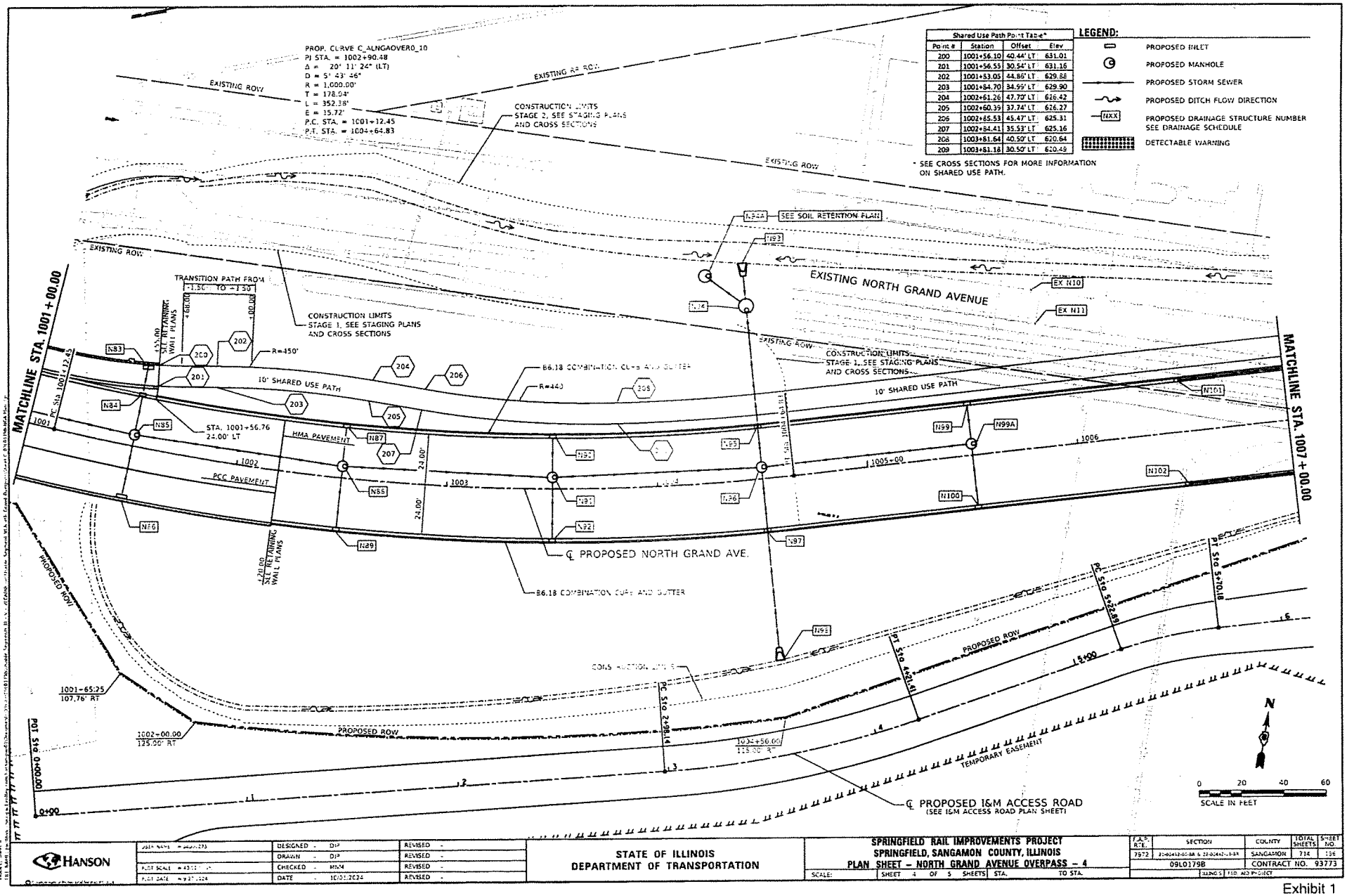
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 3

SCALE: | SHEET 3 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7572	23-00452-00-BR & 22-00492-01-BR	SANGAMON	714	185
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
	CHECKED - MKM	REVISED -	
	DATE - 10/01/2024	REVISED -	

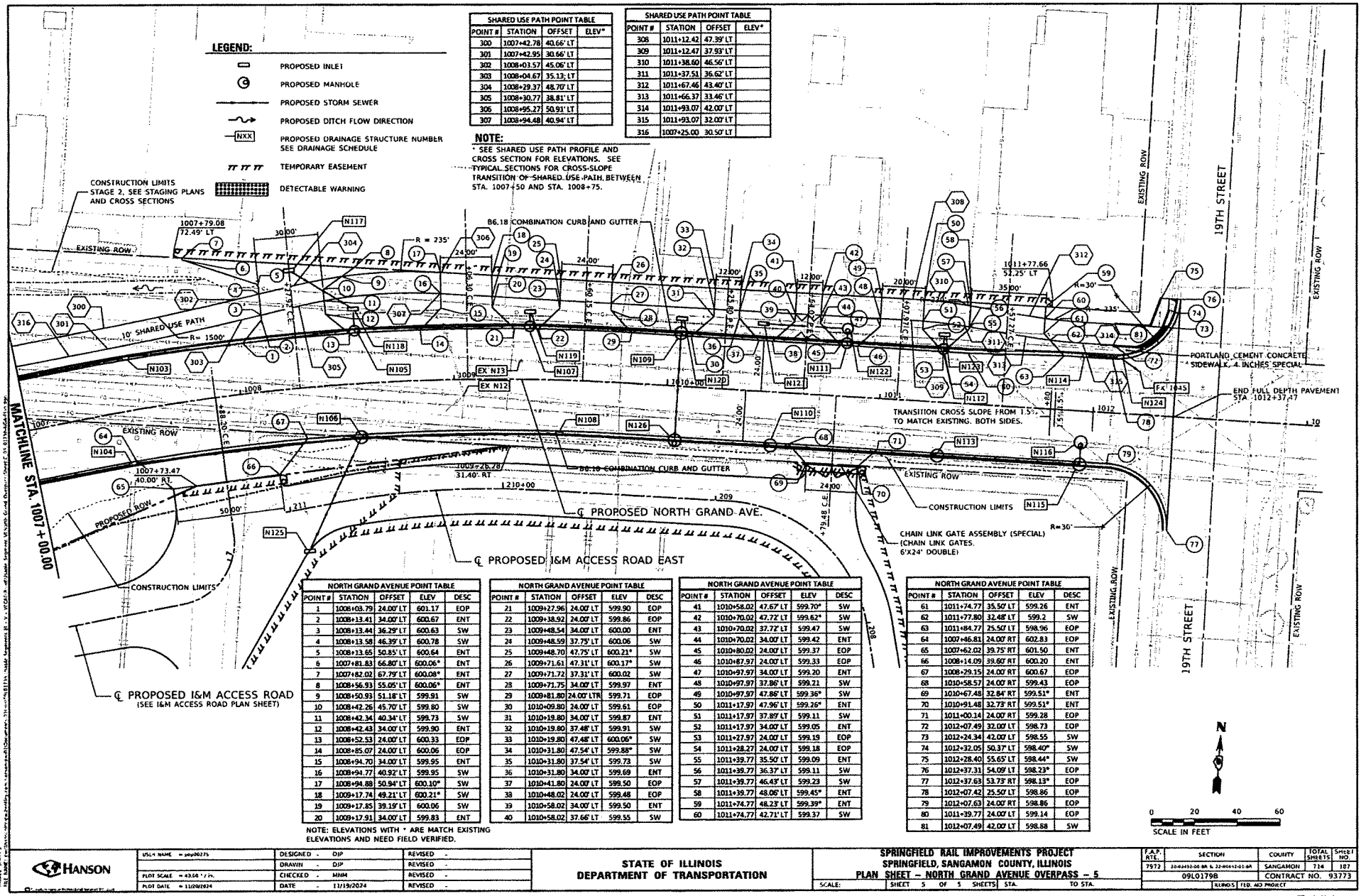
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 4
SCALE: | SHEET 4 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	22-00432-00-BR & 22-00432-01-BR	SANGAMON	714	136
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
300	1007+42.78	40.66' LT	
301	1007+42.95	30.66' LT	
302	1008+03.57	45.06' LT	
303	1008+04.67	35.13' LT	
304	1008+29.37	48.70' LT	
305	1008+30.77	38.81' LT	
306	1008+95.27	50.91' LT	
307	1008+94.48	40.94' LT	

SHARED USE PATH POINT TABLE			
POINT #	STATION	OFFSET	ELEV*
308	1011+12.42	47.39' LT	
309	1011+12.47	37.93' LT	
310	1011+38.60	46.56' LT	
311	1011+37.51	36.62' LT	
312	1011+67.46	43.40' LT	
313	1011+66.37	33.46' LT	
314	1011+93.07	42.00' LT	
315	1011+93.07	32.00' LT	
316	1007+25.00	30.50' LT	

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
1	1008+03.79	24.00' LT	601.17	EOP
2	1008+13.41	34.00' LT	600.67	ENT
3	1008+13.44	36.29' LT	600.63	SW
4	1008+13.58	46.39' LT	600.78	SW
5	1008+13.65	50.85' LT	600.64	ENT
6	1007+81.83	66.80' LT	600.06*	ENT
7	1007+82.02	67.79' LT	600.08*	ENT
8	1008+56.93	55.05' LT	600.06*	ENT
9	1008+50.93	51.18' LT	599.91	SW
10	1008+42.26	45.70' LT	599.80	SW
11	1008+42.34	40.34' LT	599.73	SW
12	1008+42.43	34.00' LT	599.90	ENT
13	1008+52.53	24.00' LT	600.33	EOP
14	1008+85.07	24.00' LT	600.06	EOP
15	1008+94.70	34.00' LT	599.95	ENT
16	1008+94.77	40.92' LT	599.95	SW
17	1008+94.88	50.94' LT	600.10*	SW
18	1009+17.74	49.21' LT	600.21*	SW
19	1009+17.85	39.19' LT	600.06	SW
20	1009+17.91	34.00' LT	599.83	ENT

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
21	1009+27.96	24.00' LT	599.90	EOP
22	1009+38.92	24.00' LT	599.86	EOP
23	1009+48.54	34.00' LT	600.00	ENT
24	1009+48.59	37.75' LT	600.06	SW
25	1009+48.70	47.75' LT	600.21*	SW
26	1009+71.61	47.31' LT	600.17*	SW
27	1009+71.72	37.31' LT	600.02	SW
28	1009+71.75	34.00' LT	599.97	ENT
29	1009+81.80	24.00' LTR	599.71	EOP
30	1010+09.80	24.00' LT	599.61	EOP
31	1010+19.80	34.00' LT	599.87	ENT
32	1010+19.80	37.48' LT	599.91	SW
33	1010+19.80	47.48' LT	600.06*	SW
34	1010+31.80	47.54' LT	599.88*	SW
35	1010+31.80	37.54' LT	599.73	SW
36	1010+31.80	34.00' LT	599.69	ENT
37	1010+41.80	34.00' LT	599.50	EOP
38	1010+48.02	24.00' LT	599.48	EOP
39	1010+58.02	34.00' LT	599.50	ENT
40	1010+58.02	37.66' LT	599.55	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
41	1010+58.02	47.67' LT	599.70*	SW
42	1010+70.02	47.72' LT	599.62*	SW
43	1010+70.02	37.72' LT	599.47	SW
44	1010+70.02	34.00' LT	599.42	ENT
45	1010+80.02	24.00' LT	599.37	EOP
46	1010+87.97	24.00' LT	599.33	EOP
47	1010+97.97	34.00' LT	599.20	ENT
48	1010+97.97	37.86' LT	599.21	SW
49	1010+97.97	47.86' LT	599.36*	SW
50	1011+17.97	47.96' LT	599.26*	ENT
51	1011+17.97	37.89' LT	599.11	SW
52	1011+17.97	34.00' LT	599.05	ENT
53	1011+27.97	24.00' LT	599.19	EOP
54	1011+28.27	24.00' LT	599.18	EOP
55	1011+39.77	35.50' LT	599.09	ENT
56	1011+39.77	36.37' LT	599.11	SW
57	1011+39.77	46.43' LT	599.23	SW
58	1011+39.77	48.06' LT	599.45*	ENT
59	1011+74.77	48.23' LT	599.39*	ENT
60	1011+74.77	42.71' LT	599.37	SW

NORTH GRAND AVENUE POINT TABLE				
POINT #	STATION	OFFSET	ELEV	DESC
61	1011+74.77	35.50' LT	599.26	ENT
62	1011+77.80	32.48' LT	599.2	SW
63	1011+84.77	25.50' LT	598.96	EOP
64	1007+46.81	24.00' RT	602.83	EOP
65	1007+62.02	39.75' RT	601.50	ENT
66	1008+14.09	39.60' RT	600.20	ENT
67	1008+29.15	24.00' RT	600.67	EOP
68	1010+58.57	24.00' RT	599.43	EOP
69	1010+67.48	32.84' RT	599.51*	ENT
70	1010+91.48	32.73' RT	599.51*	ENT
71	1011+00.14	24.00' RT	599.28	EOP
72	1012+07.49	32.00' LT	598.73	EOP
73	1012+24.34	42.00' LT	598.55	SW
74	1012+32.05	50.37' LT	598.40*	SW
75	1012+28.40	55.65' LT	598.44*	SW
76	1012+37.31	54.09' LT	598.23*	EOP
77	1012+37.63	53.73' RT	598.13*	EOP
78	1012+07.42	25.50' LT	598.86	EOP
79	1012+07.63	24.00' RT	598.86	EOP
80	1011+39.77	24.00' LT	599.14	EOP
81	1012+07.49	42.00' LT	598.88	SW

NOTE: ELEVATIONS WITH * ARE MATCH EXISTING ELEVATIONS AND NEED FIELD VERIFIED.

HANSON

USER NAME = jdp30275	DESIGNED - DJP	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 40.00 ' / in.	CHECKED - MHM	REVISED -	
PLOT DATE = 11/20/2024	DATE - 11/19/2024	REVISED -	

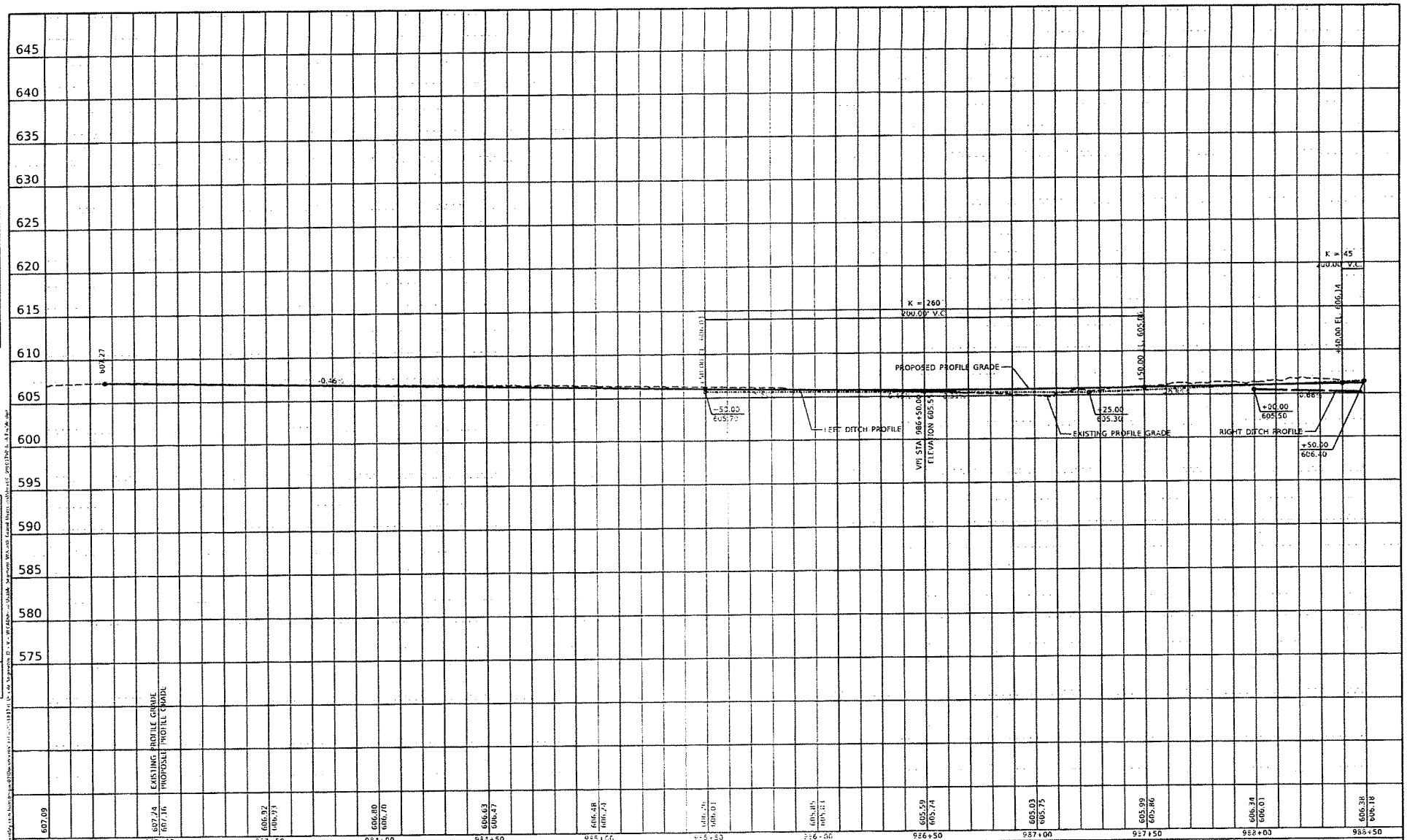
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – NORTH GRAND AVENUE OVERPASS – 5
SCALE: | SHEET 5 OF 5 SHEETS | STA. | TO STA.

F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	22-00452-00-BR & 22-00452-01-BR	SANGAMON	714	187
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



FINAL PLANS

HANSON

	DESIGNED - DJP		REVISED -
	DRAWN - DJP		REVISED -
	CHECKED - MNM		REVISED -
	DATE - 10/01/2024		REVISED -

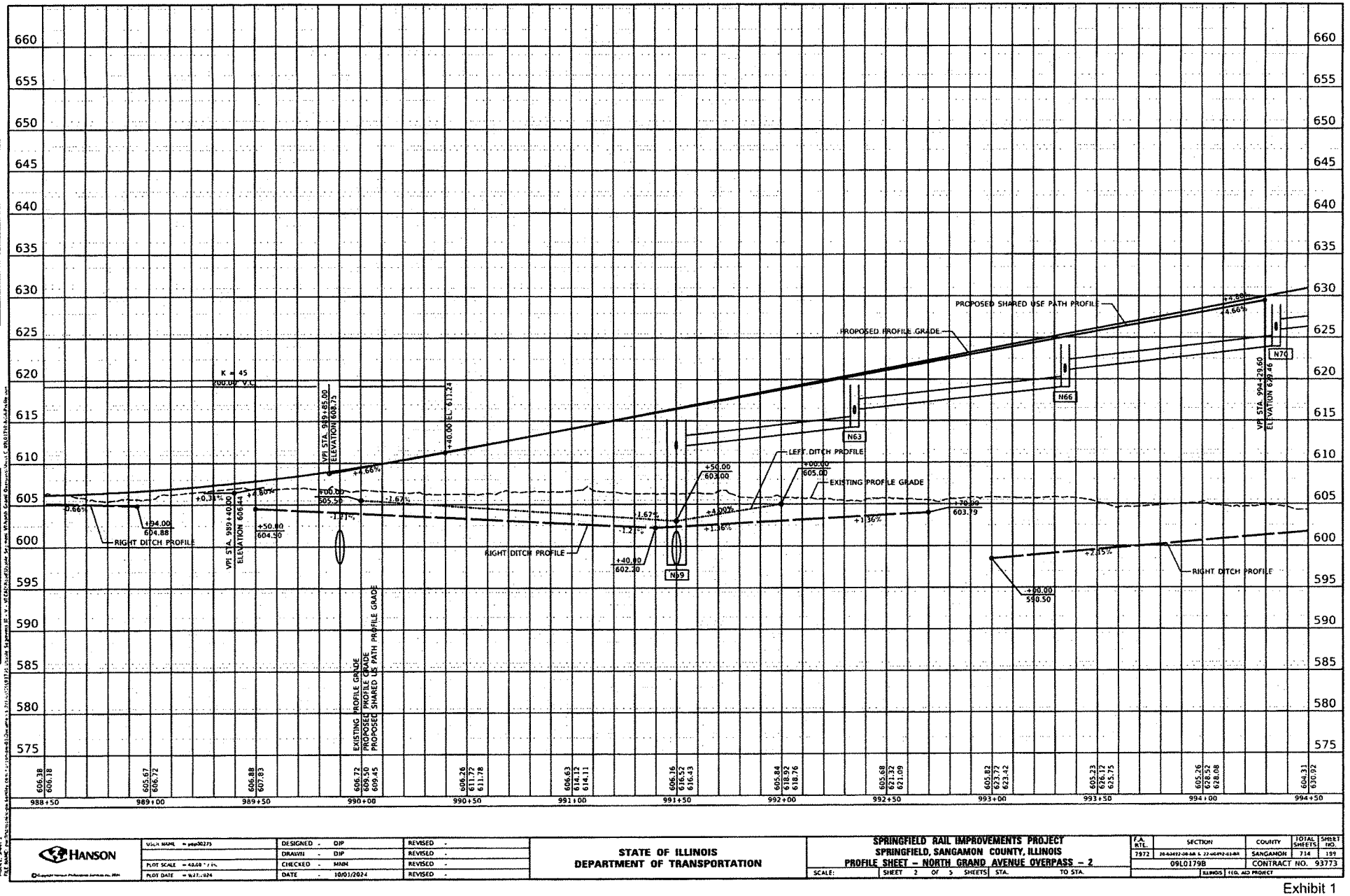
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 1

SCALE | SHEET 1 OF 5 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	214	135
	09L01798	CONTRACT NO. 93773		
	ILLINOIS	FED. AID PROJECT		

Exhibit 1



FINAL PLANS

HANSON

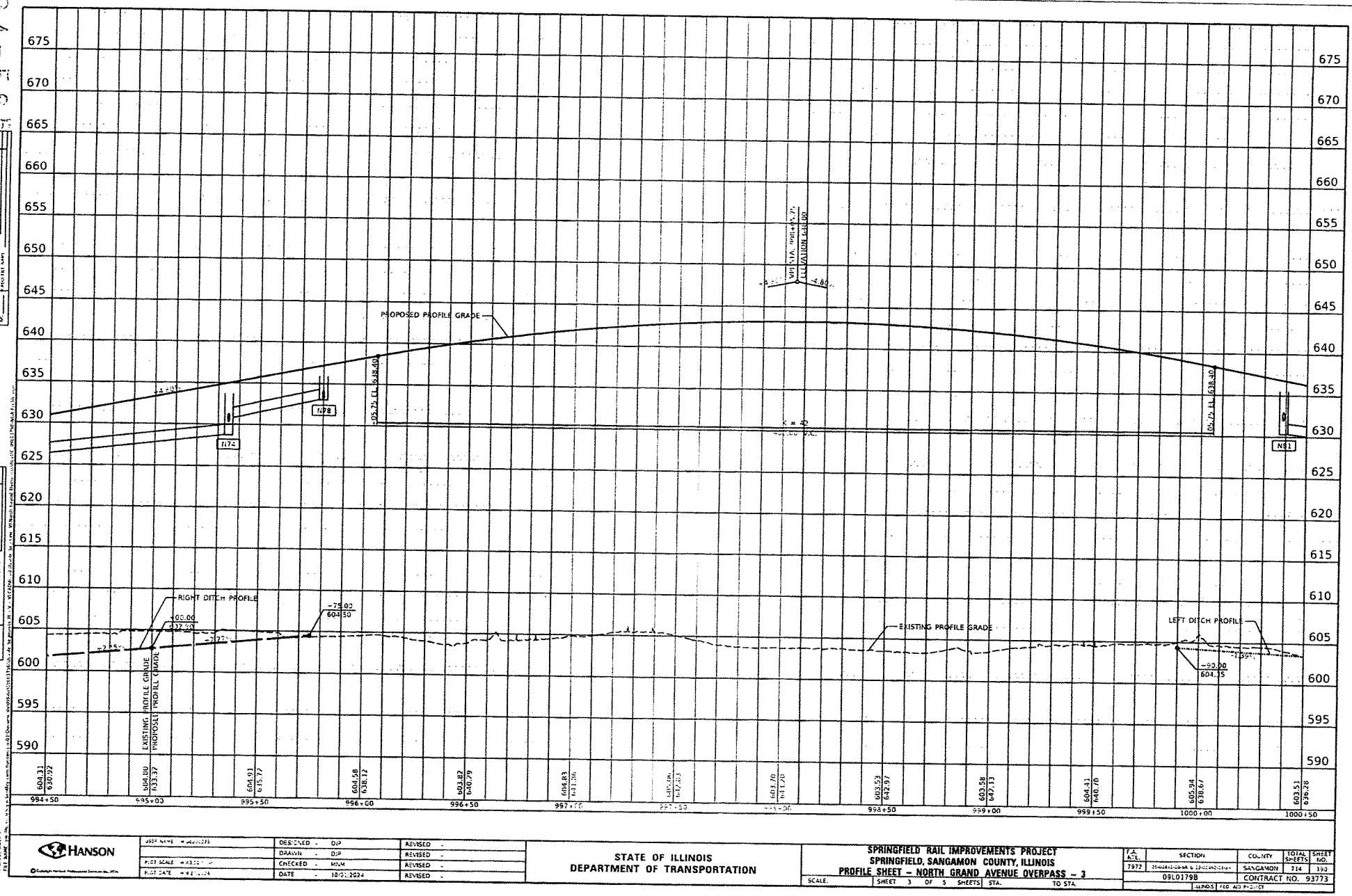
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	DRAWN - DJP	REVISED -	
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PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 2
SCALE: | SHEET 2 OF 5 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-03492-00-BR & 22-00492-01-BR	SANGAMON	714	139
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

Exhibit 1



HANSON

USER NAME =	DESIGNED - DJP	REVISED -	
PLOT SCALE =	DRAWN - DJP	REVISED -	
PLOT DATE =	CHECKED - MNM	REVISED -	
	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

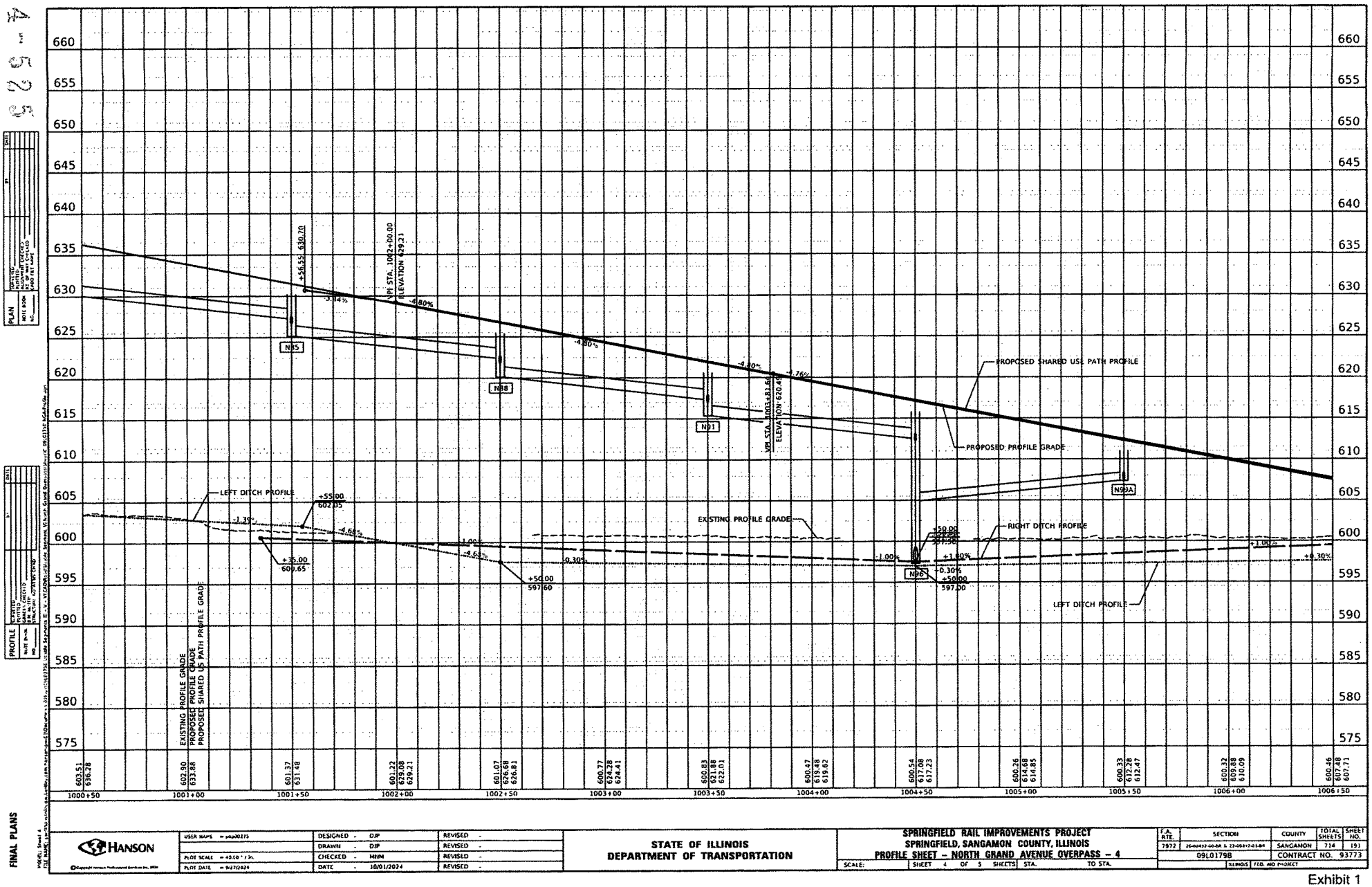
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 3

SCALE: | SHEET 3 OF 5 SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	714	190
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1

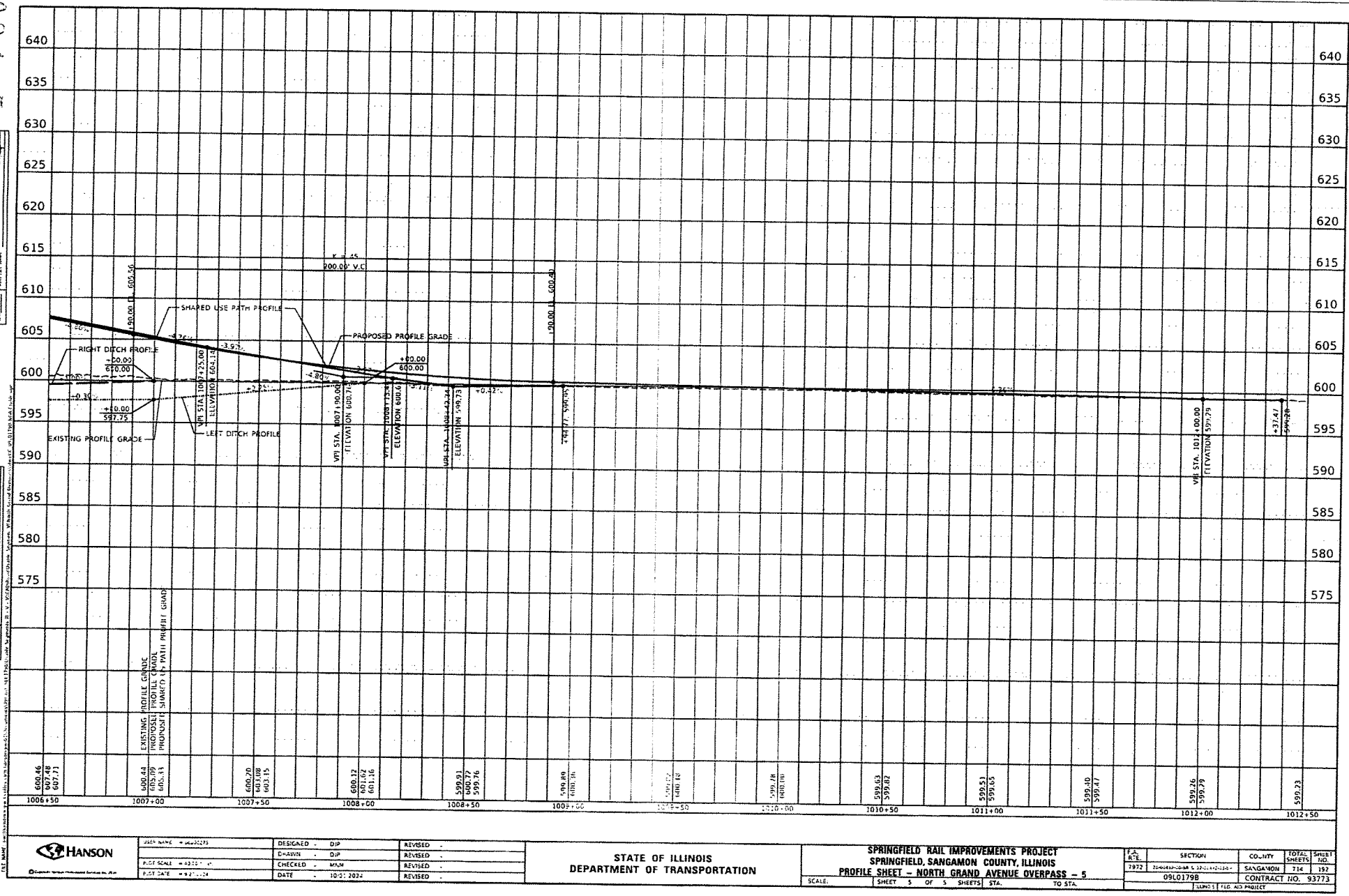


HANSON	USER NAME = pdp00175	DESIGNED - DJP	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 4
	PLOT SCALE = 40.0 ' / In.	DRAWN - DJP	REVISED -		SCALE: SHEET 4 OF 5 SHEETS STA. TO STA.
	PLOT DATE = 9/27/2024	CHECKED - MHM	REVISED -		
		DATE - 10/01/2024	REVISED -		

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	26-00432-00-SR & 22-00692-01-BR	SANGAMON	714	191
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

USER NAME =	DESIGNED - DJP	REVISED -
PLOT SCALE =	DRAWN - DJP	REVISED -
PLOT DATE =	CHECKED - MVM	REVISED -
	DATE - 10/01/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

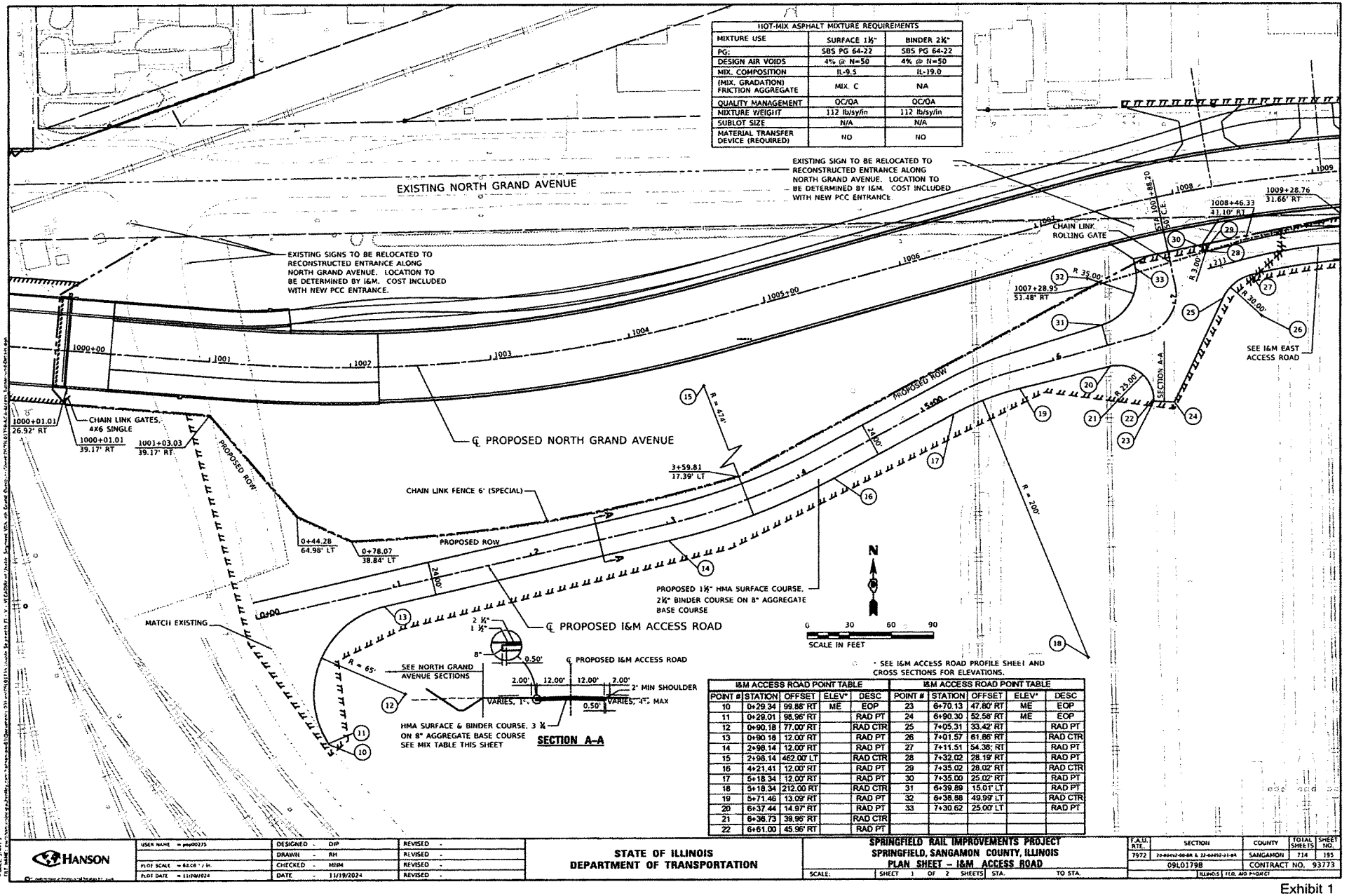
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PROFILE SHEET – NORTH GRAND AVENUE OVERPASS – 5

SCALE:
SHEET 5 OF 5 SHEETS STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972		SANGAMON	714	192
	09L0179B	CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

FINAL PLANS

Exhibit 1



HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE USE	SURFACE 1½"	BINDER 2¼"
PG:	SBS PG 64-22	SBS PG 64-22
DESIGN AIR VOIDS	4% @ N=50	4% @ N=50
MIX. COMPOSITION	IL-9.5	IL-19.0
(MIX. GRADATION) FRICTION AGGREGATE	MIX. C	NA
QUALITY MANAGEMENT	QC/QA	QC/QA
MIXTURE WEIGHT	112 lb/sy/in	112 lb/sy/in
SUBLOT SIZE	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)	NO	NO

I&M ACCESS ROAD POINT TABLE				
POINT #	STATION	OFFSET	ELEV*	DESC
10	0+29.34	99.88' RT	ME	EOP
11	0+28.01	98.98' RT		RAD PT
12	0+90.18	77.00' RT		RAD CTR
13	0+90.18	12.00' RT		RAD PT
14	2+98.14	12.00' RT		RAD PT
15	2+98.14	462.00' LT		RAD CTR
16	4+21.41	12.00' RT		RAD PT
17	5+18.34	12.00' RT		RAD PT
18	5+18.34	212.00 RT		RAD CTR
19	5+71.46	13.09' RT		RAD PT
20	6+37.44	14.97' RT		RAD PT
21	6+36.73	39.96' RT		RAD CTR
22	6+61.00	45.96' RT		RAD PT

I&M ACCESS ROAD POINT TABLE				
POINT #	STATION	OFFSET	ELEV*	DESC
23	6+70.13	47.80' RT	ME	EOP
24	6+90.30	52.56' RT	ME	EOP
25	7+05.31	33.42' RT		RAD PT
26	7+01.57	61.86' RT		RAD CTR
27	7+11.51	54.38' RT		RAD PT
28	7+32.02	28.19' RT		RAD PT
29	7+35.02	28.02' RT		RAD CTR
30	7+35.00	25.02' RT		RAD PT
31	6+39.89	15.01' LT		RAD PT
32	6+38.88	49.99' LT		RAD CTR
33	7+30.62	25.00' LT		RAD PT

HANSON

USER NAME = psp00275
PLOT SCALE = 63.00 ' / in.
PLOT DATE = 11/20/2024

DESIGNED - DP
DRAWN - RH
CHECKED - MHM
DATE - 11/19/2024

REVISED -
REVISED -
REVISED -
REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
PLAN SHEET – I&M ACCESS ROAD

SCALE: | SHEET 1 OF 2 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	20-00492-00-BR & 22-00492-21-BR	SANGAMON	714	195
	09L01798	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1

RADIUS POINT CONTROL		
POINT	NORTHING	EASTING
34	1146951.60	2447274.50
35	1146750.05	2447273.52
36	1147402.66	2447210.16
37	1147414.82	2447150.33

HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE USE	SURFACE 1½"	BINDER 2¼"
PG:	SBS PG 64-22	SBS PG 64-22
DESIGN AIR VOIDS	4% @ N=50	4% @ N=50
MIX. COMPOSITION	IL-9.5	IL-19.0
(MIX. GRADATION) FRICTION AGGREGATE	MIX. C	NA
QUALITY MANAGEMENT	QC QA	QC/QA
MIXTURE WEIGHT	112 lb/sy/in	112 lb/sy/in
SUBLOT SIZE	N/A	N/A
MATERIAL TRANSFER DEVICE (REQUIRED)	NO	NO

19TH STREET

SEE TURNAROUND / 19TH STREET ENTRANCE DETAILS SHEET FOR MORE INFORMATION

℄ I&M EAST DRIVE

TEMP. EASEMENT

R=30'

5.00' (TRACK REMOVAL 3.00')

5.00' (TRACK REMOVAL 4.91')

5.00' (TRACK REMOVAL 5.03')

CONCRETE SLAB REMOVAL

2.00

CONCRETE SLAB REMOVAL

12.00

PROPOSED ROW

PT Sta 2+70.00

PC Sta 2+00.00

PC Sta 2+54.12

PC Sta 2+77.75

PC Sta 2+94.12

PC Sta 3+07.63

PC Sta 3+11.63

PC Sta 3+64.38

PC Sta 3+67.38

PC Sta 3+70.38

PC Sta 3+73.38

PC Sta 3+76.38

PC Sta 3+79.38

PC Sta 3+82.38

PC Sta 3+85.38

PC Sta 3+88.38

PC Sta 3+91.38

PC Sta 3+94.38

PC Sta 3+97.38

PC Sta 4+00.38

PC Sta 4+03.38

PC Sta 4+06.38

PC Sta 4+09.38

PC Sta 4+12.38

PC Sta 4+15.38

PC Sta 4+18.38

PC Sta 4+21.38

PC Sta 4+24.38

PC Sta 4+27.38

PC Sta 4+30.38

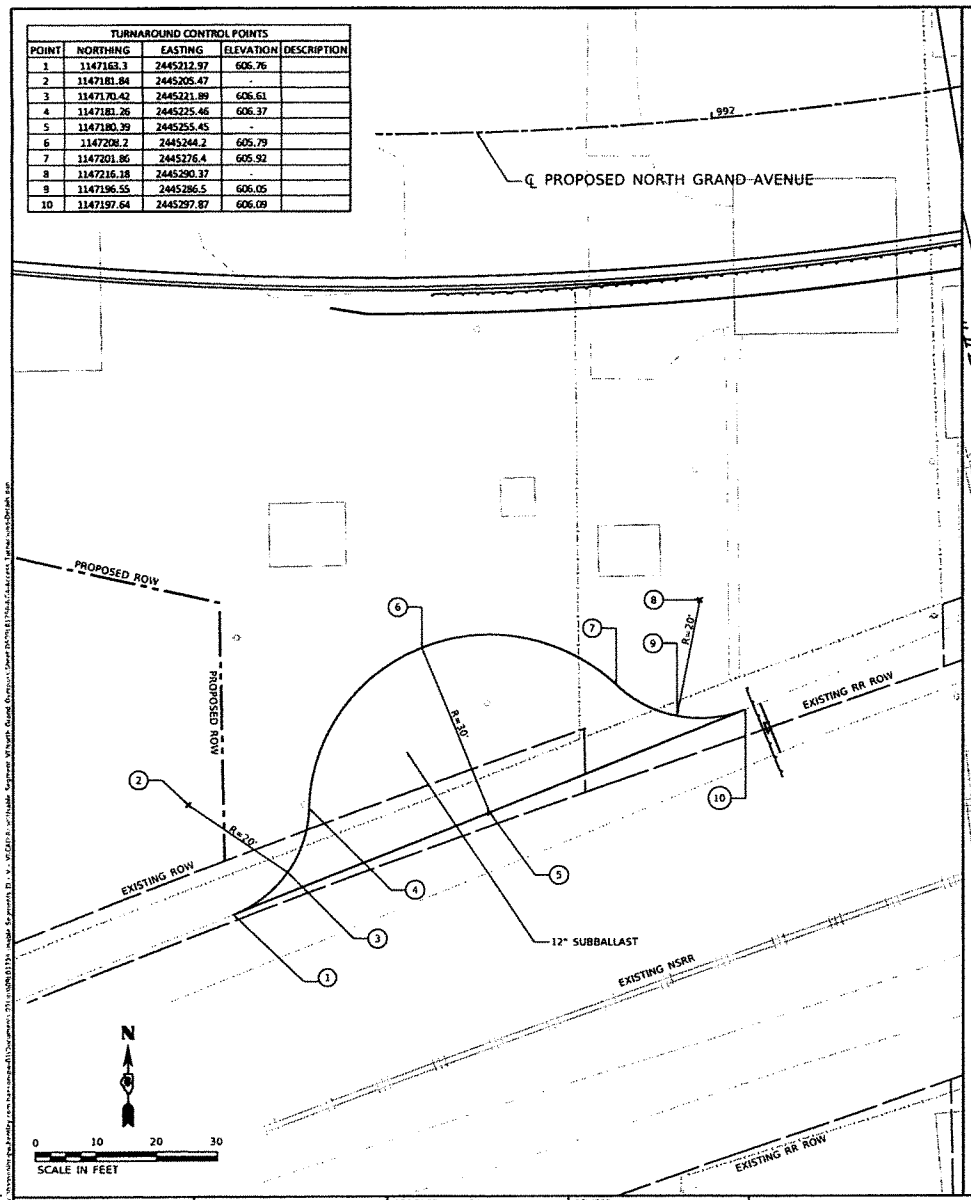
PC Sta 4+33.38

PC Sta 4+36.38

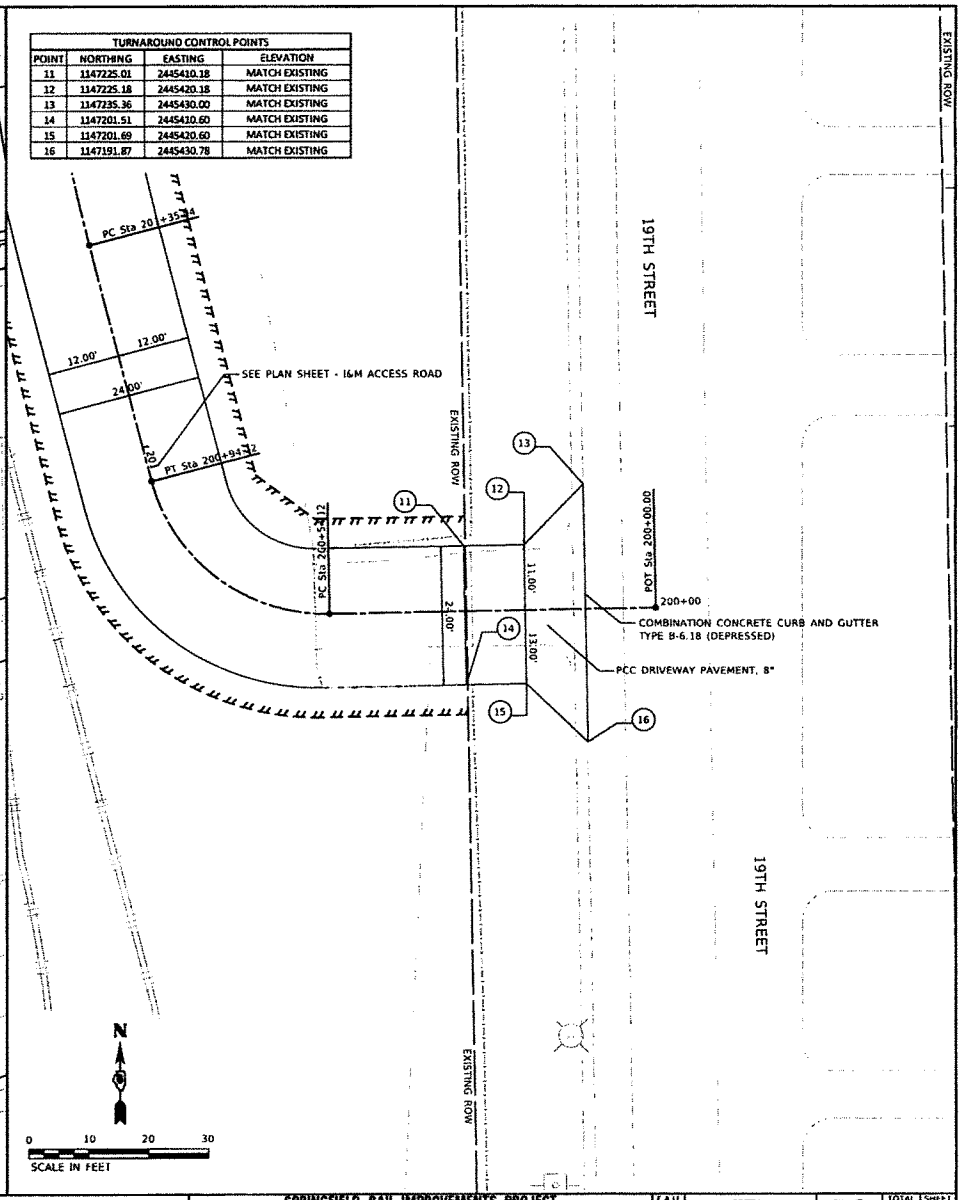
PC Sta

2025-4-2901

TURNAROUND CONTROL POINTS				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	1147163.3	2445212.97	606.76	
2	1147181.84	2445205.47	-	
3	1147170.42	2445221.89	606.61	
4	1147181.26	2445225.46	606.37	
5	1147180.39	2445255.45	-	
6	1147208.2	2445244.2	605.79	
7	1147201.86	2445276.4	605.92	
8	1147216.18	2445290.37	-	
9	1147196.55	2445286.5	606.05	
10	1147197.64	2445297.87	606.09	



TURNAROUND CONTROL POINTS			
POINT	NORTHING	EASTING	ELEVATION
11	1147225.01	2445410.18	MATCH EXISTING
12	1147225.18	2445420.18	MATCH EXISTING
13	1147235.36	2445430.00	MATCH EXISTING
14	1147201.51	2445430.60	MATCH EXISTING
15	1147201.69	2445420.60	MATCH EXISTING
16	1147191.87	2445430.78	MATCH EXISTING



FINAL PLANS

HANSON

USER NAME = pmp00273	DESIGNED - SKM	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 29.00 ' / in.	CHECKED - SKM	REVISED -	
PLOT DATE = 11/20/2024	DATE - 11/19/2024	REVISED -	

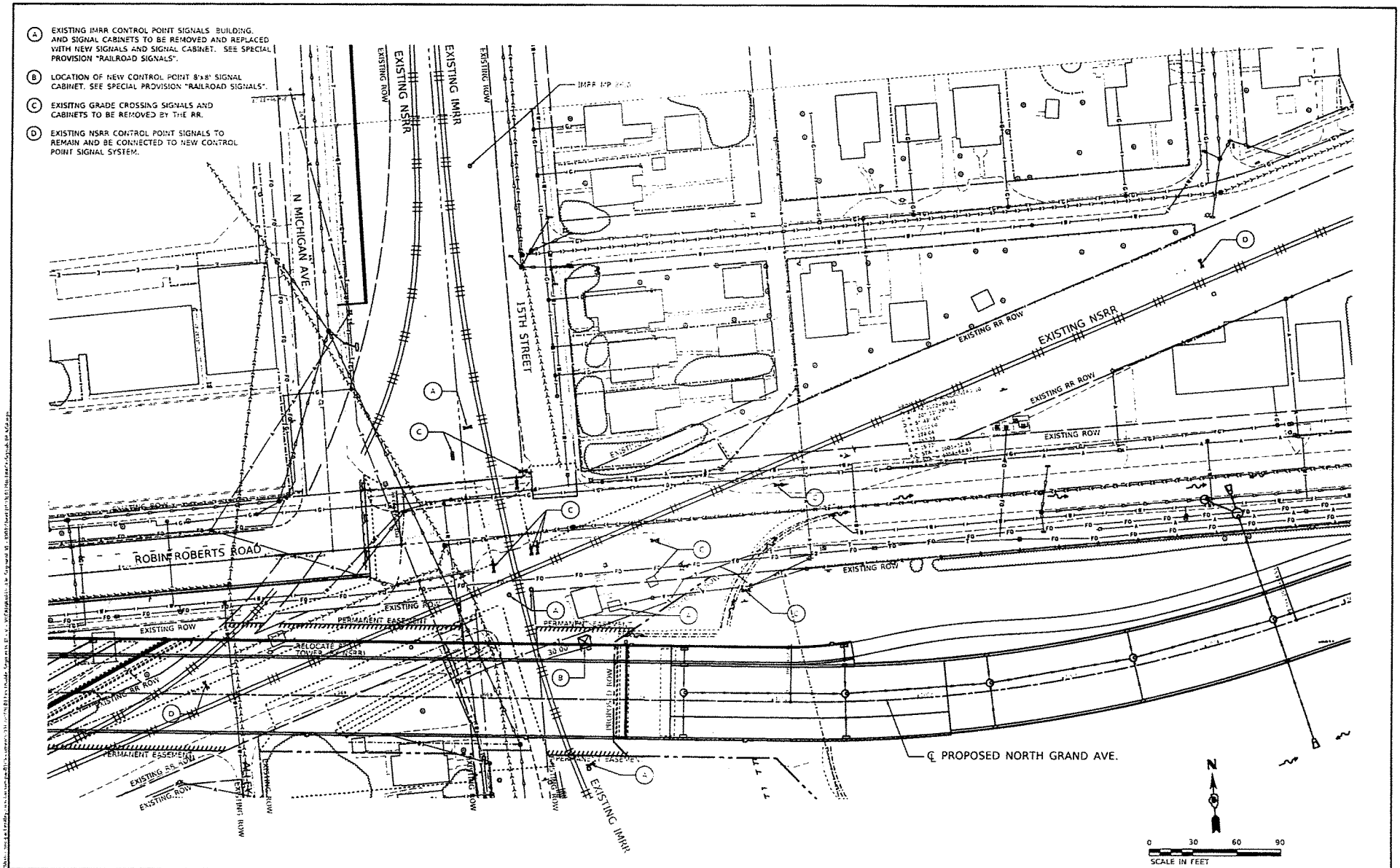
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
TURNAROUND /19TH ENTRANCE DETAILS

SCALE: | SHEET 1 OF 1 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7572	22-00452-00-SS & 22-03492-01-BR	SANGAMON	714	290
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

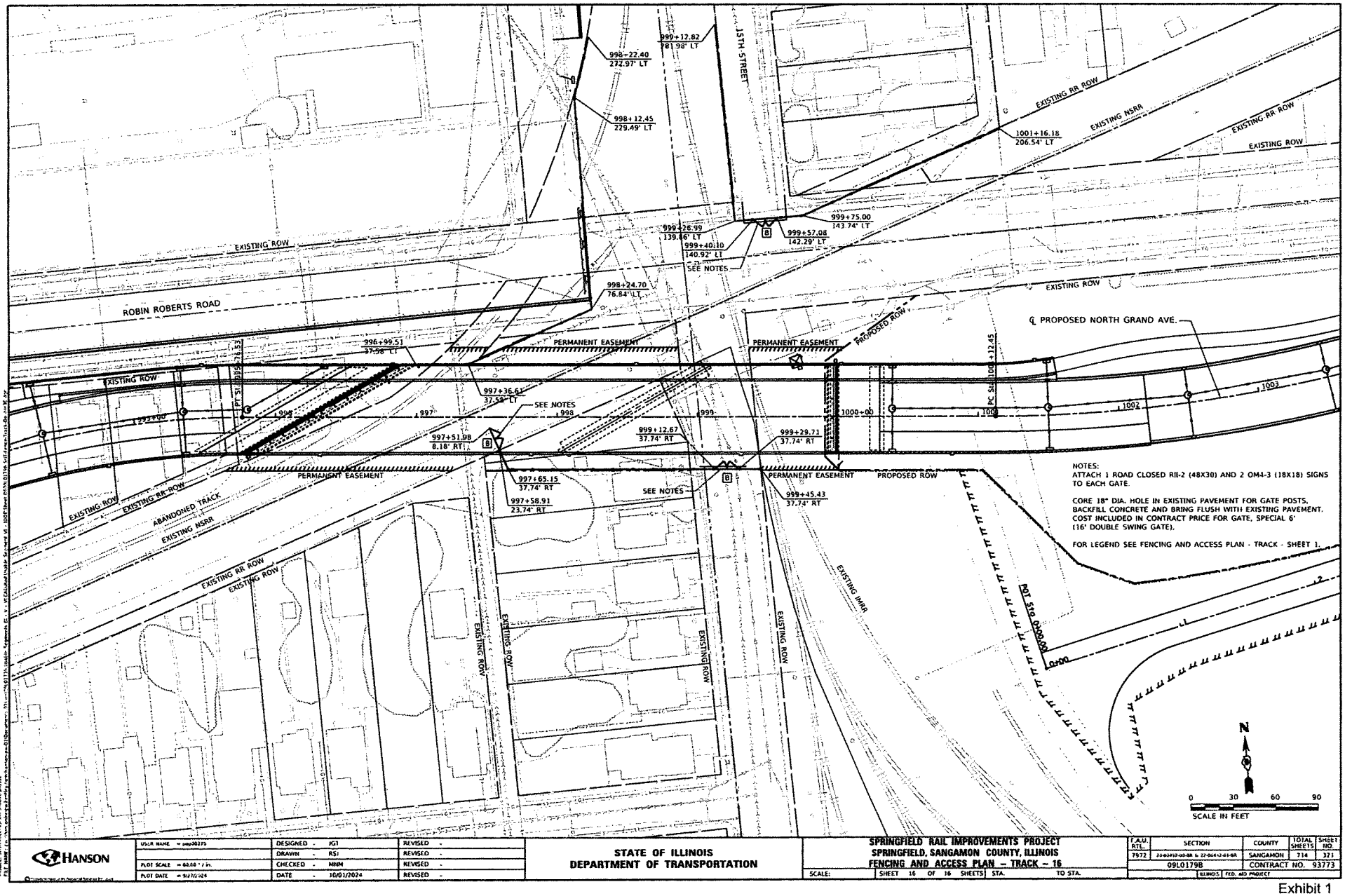
Exhibit 1



HANSON	JOB NO.	DESIGNED - GC	REVISED -	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	SPRINGFIELD RAIL IMPROVEMENTS PROJECT SPRINGFIELD, SANGAMON COUNTY, ILLINOIS PLAN SHEET – RAILROAD SIGNALS – IMRR AT NORTH GRAND AVENUE SCALE: SHEET 1 OF 1 SHEETS STA. TO STA.	F.A.P. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
	PLOT SCALE = 40.00 '/ IN	DRAWN - DJP	REVISED -			7972	[illegible]	SANGAMON	734	362
	PLOT DATE = 12/1/2024	CHECKED - GCV	REVISED -				09L0179B	CONTRACT NO. 93773		
		DATE - 12/2/2024	REVISED -					ILLINOIS FED. AID PROJECT		

FINAL PLANS

Exhibit 1



HANSON

USER NAME = jmp30275	DESIGNED - JGT	REVISED -	
	DRAWN - RSJ	REVISED -	
PLOT SCALE = 60.00 ' / in.	CHECKED - MHM	REVISED -	
PLOT DATE = 9/27/2024	DATE - 10/01/2024	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

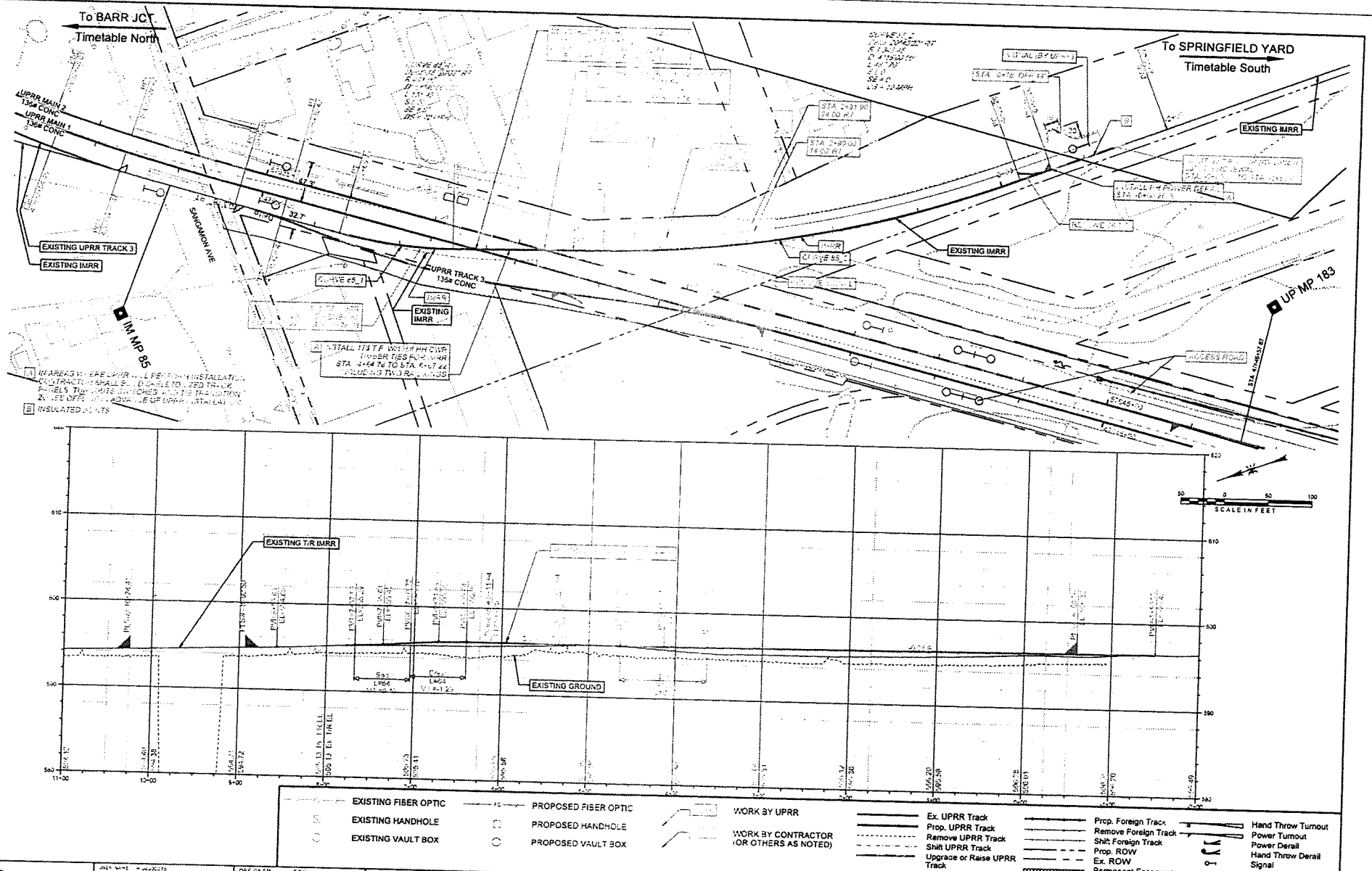
SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, SANGAMON COUNTY, ILLINOIS
FENCING AND ACCESS PLAN – TRACK – 16

SCALE: | SHEET 16 OF 16 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	22-03432-00-RR & 22-06432-01-RR	SANGAMON	714	321
	09L0179B	CONTRACT NO. 93773		
	ILLINOIS FED. AID PROJECT			

FINAL PLANS

Exhibit 1



HANSON

JOB NAME		DES'GNED - GCV	REVISED -
PLOT SCALE		DRAWN - DJP	REVISED -
PLOT DATE		CHECKED - GCV	REVISED -
		DATE - 10/21/2024	REVISED -

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

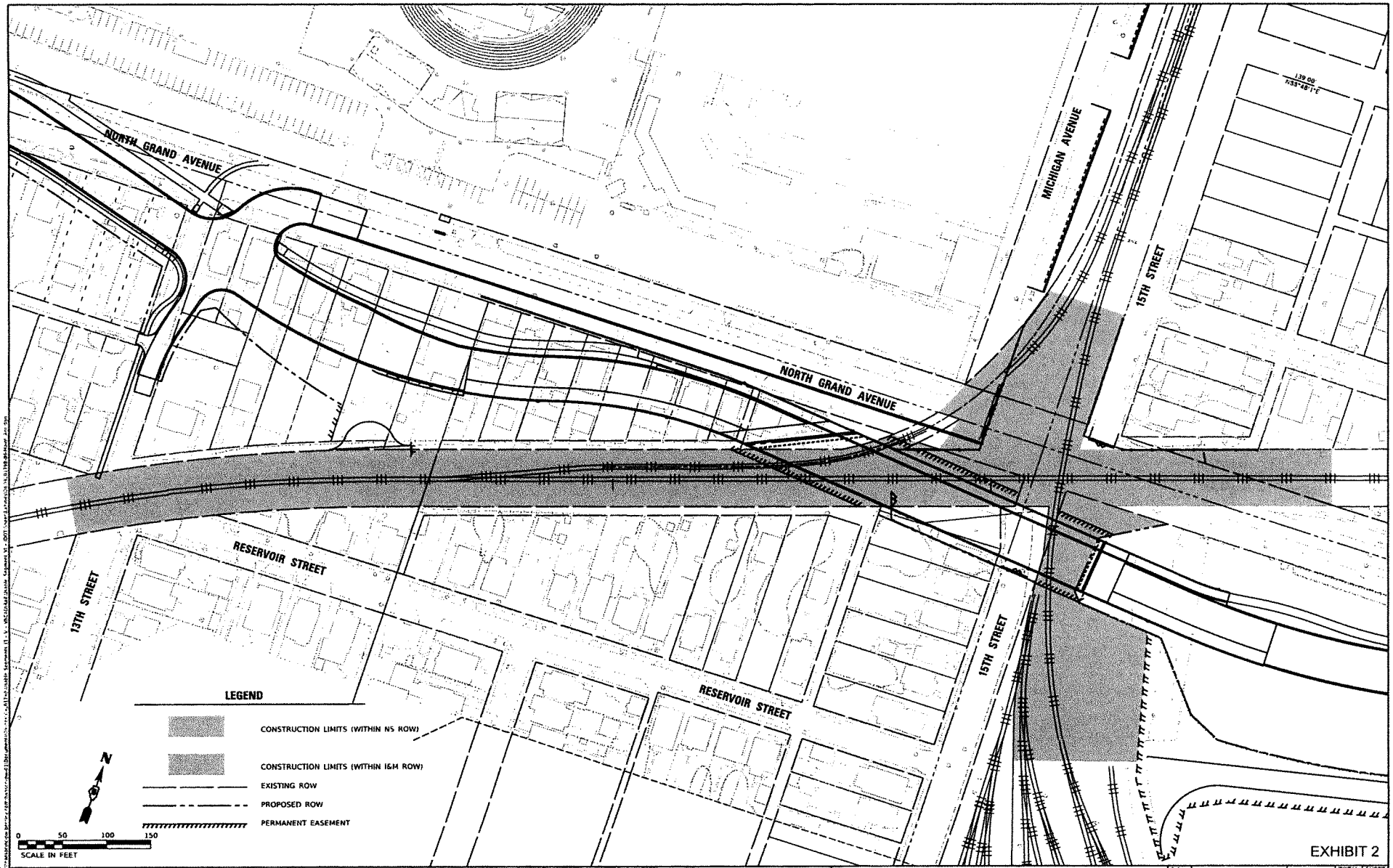
SPRINGFIELD ILLINOIS RAIL IMPROVEMENTS PROJECT
SPRINGFIELD SUBDIVISION MP 182.74 TO MP 187.125
PLAN AND PROFILE – IMRR

SCALE: | SHEET 1 OF 1 SHEETS | STA. | TO STA.

F.A.U. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
7972	[illegible]	SANGAMON	734	730
	09L0179B	CONTRACT NO. 93773		
		ILLINOIS FED. AID PROJECT		

Exhibit 1

2024-525



HANSON

USER NAME = pw300275	DESIGNED - MNM	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 100.00 ' / in	CHECKED - MNM	REVISED -	
PLOT DATE = 11/20/2023	DATE - 10/11/2023	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. | TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		CONTRACT NO.		
	ILLINOIS FED. AID PROJECT			

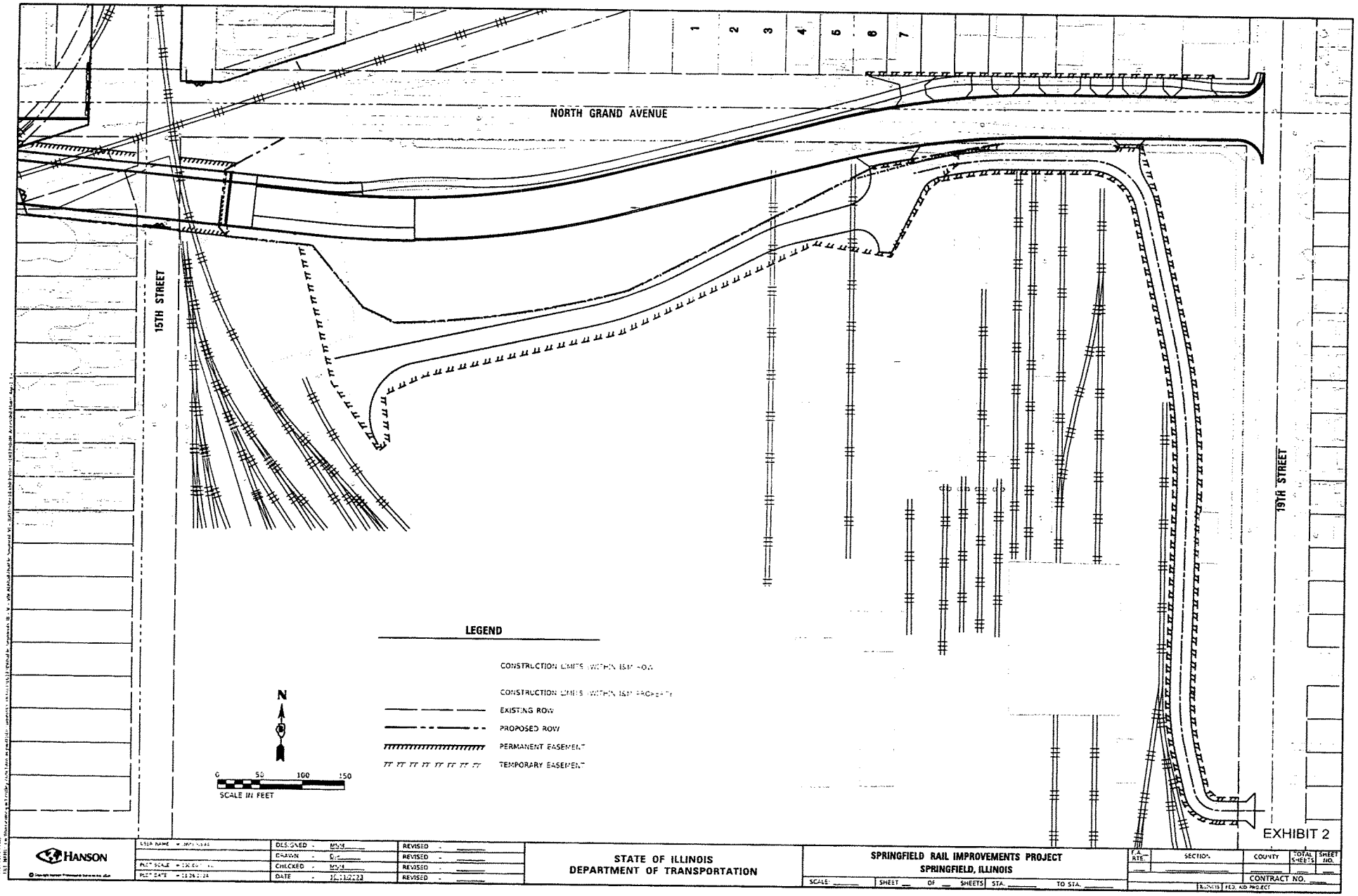


EXHIBIT 2

HANSON

USER NAME =	DESIGNED - MVH	REVISED -	
PLOT SCALE =	DRAWN - DJC	REVISED -	
PLOT DATE =	CHECKED - MVH	REVISED -	
	DATE - 10/10/2023	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. TO STA.

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		CONTRACT NO.		
	ILLINOIS FED. AID PROJECT			

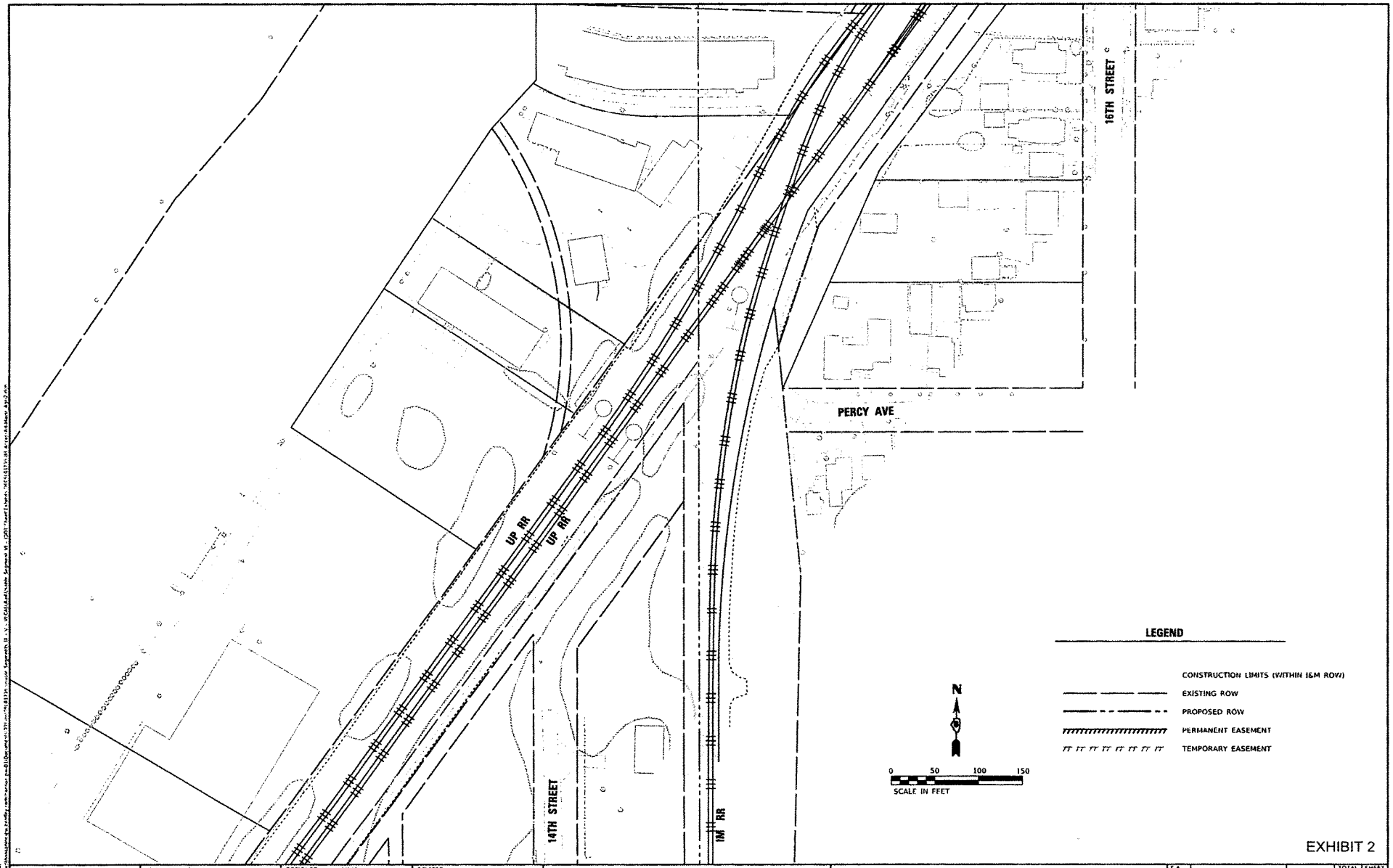


EXHIBIT 2

HANSON

USER NAME = johnsond44	DESIGNED - MNM	REVISED -	
	DRAWN - DJP	REVISED -	
PLOT SCALE = 120.00 ' / in.	CHECKED - MNM	REVISED -	
PLOT DATE = 11/15/2024	DATE - 10/11/2023	REVISED -	

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

SPRINGFIELD RAIL IMPROVEMENTS PROJECT
SPRINGFIELD, ILLINOIS

SCALE: | SHEET OF SHEETS | STA. | TO STA

F.A. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		CONTRACT NO.		
	ILLINOIS FED. AID PROJECT			

ILLINOIS & MIDLAND RAILROAD, INC.

FORCE ACCOUNT ESTIMATE

EXHIBIT 3

Project Description:	Springfield Rail Improvements Project - Usable Segment VIA
Location:	Springfield, IL
Region:	Northern
Subdivision:	Springfield
Milepost:	86.05

2024-525

Force Account Estimate

Estimate to Complete

Railroad:	Illinois & Midland Railroad, Inc. (IMRR)	**Region:**	National
Agency:	City of Springfield	**State:**	IL
DOT #:	169960Y/New # TBD	**COUNTY:**	Sangamon
ROADWAY:	North Grand Avenue	**CITY:**	Springfield
DESCRIPTION:	GEC CEI Services in support of Usable Segment VIA North Grand Ave overpass. Tasks include, project correspondence, bi-weekly site visits, contractor submission reviews, remark letters, flagging coordination, Crossing Removal, ICC coordination, projcet controls, stakeholder coordination, agency invoicing, and closeout		
AGENCY PROJECT NUMBER:	T22-0054 / SA 2193	**ESTIMATE SUBJECT TO REVISION AFTER:**	**12/22/24**

PRELIMINARY ENGINEERING:		
Contracted & Administrative Engineering Services	$	49,300
Subtotal	**$**	**49,300**
CONSTRUCTION & CLOSEOUT:		
Contracted & Administrative Engineering Services	$	119,000
Subtotal	**$**	**119,000**
FLAGGING SERVICE:		
Contracted or Railroad Flagmen Services		(Paid Directly)
Subtotal		**(Paid Directly)**
UTILITY WORK:		
Power Service	$	-
Other	$	-
Subtotal	**$**	**-**
CONTRACT WORK:		
Outside Services	$	-
Crossing Removal	$	50,350
Subtotal	**$**	**50,350**
RAILROAD TRACK:		
Labor & Material	$	-
Subtotal	**$**	**-**
RAILROAD SIGNAL & COMMUNICATION:		
Labor & Material	$	-
Subtotal	**$**	**-**
PROJECT SUBTOTAL:	**$**	**218,650**
Contingencies: **10.00%**	$	21,865
Public Project Admin: **6.00%**	$	14,431
PROJECT TOTAL: **********	**$**	**254,946**
CURRENT AUTHORIZED BUDGET: **********	$	**56,695**
TOTAL SUPPLEMENT REQUESTED: **********	**$**	**198,251**

DIVISION OF COST:

Agency	100.00%	$	254,946
Railroad	0.00%	$	-

NOTE: Estimate is based on FULL CROSSING CLOSURE during work by Railroad Forces & Contractors.

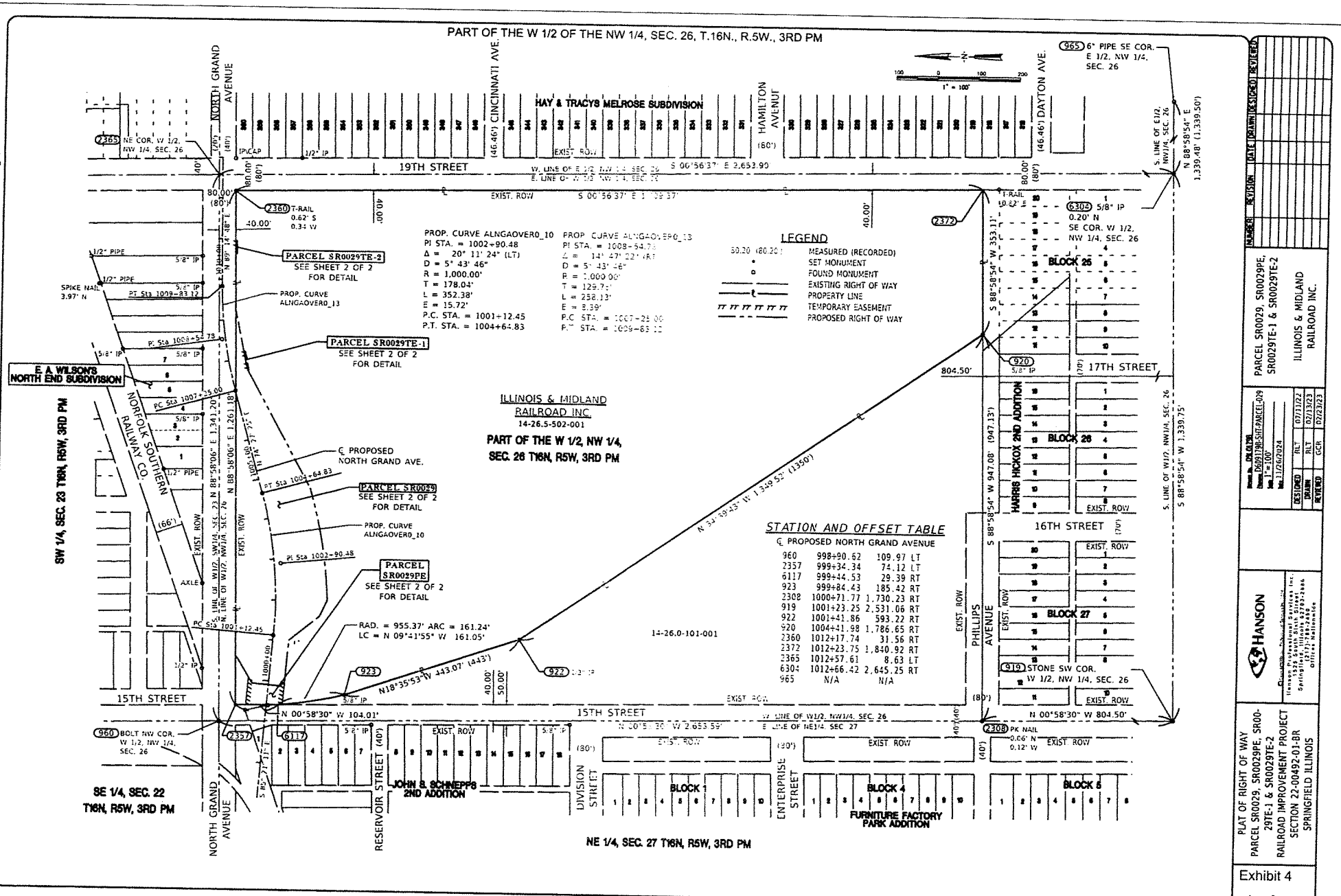
This estimate has been prepared based on site conditions, anticipated work duration periods, material prices, labor rates, manpower and resource availability, and other factors known as of the date prepared. The actual cost for the railroad work may differ based upon the agency's requirements, their contractor's work procedures, and/or other conditions that become apparent once construction commences or during the progress of the work.

Estimated prepared by: SKS **Approved by:** **Public Project Department**

DATE: 06/22/22 **REVISED:** 06/25/24 **DATE:** 06/25/24

2024-525

Exhibit 3



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NUMBER	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2

ILLINOIS & MIDLAND RAILROAD INC.

Hanson Job No. DPL0135
Design No. D609178R-SHT-PARCEL-029
Scale: 1" = 100'
Date: 11/26/2024

DESIGNED	RLT	07/13/22
DRAWN	RLT	02/13/23
REVIEWED	GCH	02/23/23

HANSON

Hanson Professional Services Inc.
1525 South Sixth Street
Springfield, Illinois 62703
(217) 788-2450
Offices Nationwide

PLAT OF RIGHT OF WAY
PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

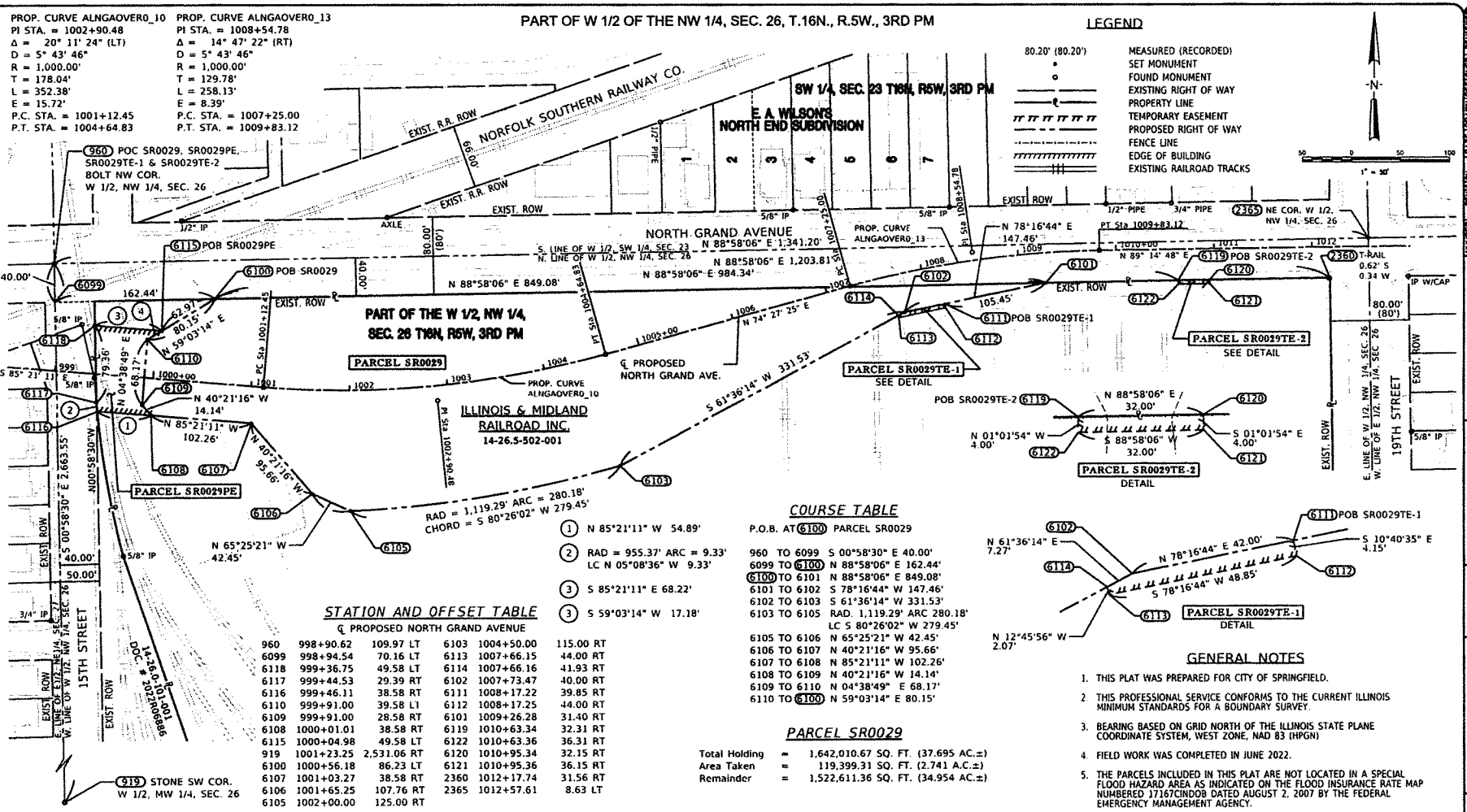
1 of 2 sheets

D:\Projects\DPL\0135\D609178R\SHT\PARCEL-029.dgn
11/26/2024
11:26:06 AM

PROP. CURVE ALNGAOVER0_10
PI STA. = 1002+90.48
Δ = 20° 11' 24" (LT)
D = 5° 43' 46"
R = 1,000.00'
T = 178.04'
L = 352.38'
E = 15.72'
P.C. STA. = 1001+12.45
P.T. STA. = 1004+64.83

PROP. CURVE ALNGAOVER0_13
PI STA. = 1008+54.78
Δ = 14° 47' 22" (RT)
D = 5° 43' 46"
R = 1,000.00'
T = 129.78'
L = 258.13'
E = 8.39'
P.C. STA. = 1007+25.00
P.T. STA. = 1009+83.12

PART OF W 1/2 OF THE NW 1/4, SEC. 26, T.16N., R.5W., 3RD PM



LEGEND

- MEASURED (RECORDED) — 80.20' (80.20')
- SET MONUMENT
- FOUND MONUMENT
- EXISTING RIGHT OF WAY
- PROPERTY LINE
- TEMPORARY EASEMENT
- PROPOSED RIGHT OF WAY
- FENCE LINE
- EDGE OF BUILDING
- EXISTING RAILROAD TRACKS

COURSE TABLE

P.O.B. AT 6115 PARCEL SR0029PE

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6115	S 59°03'14" W 62.97'
6115 TO 6110	S 59°03'14" W 17.18'
6110 TO 6109	S 04°38'49" W 68.17'
6109 TO 6108	S 40°21'16" E 14.14'
6108 TO 6116	N 85°21'11" W 54.89'
6116 TO 6117	RAD. 955.37' ARC 9.33' LC N 05°08'36" W 9.33'
6117 TO 6118	N 00°58'30" W 79.36'
6118 TO 6115	S 85°21'11" E 68.22'

COURSE TABLE

P.O.B. AT 6111 PARCEL SR0029TE-1

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6101	N 88°58'06" E 849.08'
6101 TO 6111	S 78°16'44" W 105.45'
6111 TO 6112	S 10°40'35" E 4.15'
6112 TO 6113	S 78°16'44" W 48.85'
6113 TO 6114	N 12°45'56" W 2.07'
6114 TO 6102	N 61°36'14" E 7.27'
6102 TO 6111	N 78°16'44" E 42.00'

COURSE TABLE

P.O.B. AT 6111 PARCEL SR0029TE-2

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6100	N 88°58'06" E 162.44'
6100 TO 6119	N 88°58'06" E 984.34'
6119 TO 6120	N 88°58'06" E 32.00'
6120 TO 6121	S 01°01'54" E 4.00'
6121 TO 6122	S 88°58'06" W 32.00'
6122 TO 6119	N 01°01'54" W 4.00'

STATION AND OFFSET TABLE

℄ PROPOSED NORTH GRAND AVENUE

960	998+90.62	109.97 LT	6103	1004+50.00	115.00 RT
6099	998+94.54	70.16 LT	6113	1007+66.15	44.00 RT
6118	999+36.75	49.58 LT	6114	1007+66.16	41.93 RT
6117	999+44.53	29.39 RT	6102	1007+73.47	40.00 RT
6116	999+46.11	38.58 RT	6111	1008+17.22	39.85 RT
6110	999+91.00	39.58 LT	6112	1008+17.25	44.00 RT
6109	999+91.00	28.58 RT	6101	1009+26.28	31.40 RT
6108	1000+01.01	38.58 RT	6119	1010+63.34	32.31 RT
6115	1000+04.98	49.58 LT	6122	1010+63.36	36.31 RT
919	1001+23.25	2,531.06 RT	6120	1010+95.34	32.15 RT
6100	1000+56.18	86.23 LT	6121	1010+95.36	36.15 RT
6107	1001+03.27	38.58 RT	2360	1012+17.74	31.56 RT
6106	1001+65.25	107.76 RT	2365	1012+57.61	8.63 LT
6105	1002+00.00	125.00 RT			

1. N 85°21'11" W 54.89'
2. RAD = 955.37' ARC = 9.33' LC N 05°08'36" W 9.33'
3. S 85°21'11" E 68.22'
3. S 59°03'14" W 17.18'

PARCEL SR0029

Total Holding	=	1,642,010.67 SQ. FT. (37.695 AC.±)
Area Taken	=	119,399.31 SQ. FT. (2.741 A.C.±)
Remainder	=	1,522,611.36 SQ. FT. (34.954 AC.±)

PARCEL SR0029PE

PE AREA = 4517.22 SQ. FT. (0.104 AC.±)
OVERPASS BRIDGE CONSTRUCTION & MAINTENACE

PARCEL SR0029TE-1

TE AREA = 195.87 SQ. FT. (0.004 AC.±)
ENTRANCE CONSTRUCTION

PARCEL SR0029TE-2

TE AREA = 128.00 SQ. FT. (0.003 AC.±)
ENTRANCE CONSTRUCTION

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167CINDOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: APRIL 19, 2022.

STATE OF ILLINOIS
COUNTY OF SANGAMON

I, RONALD L. TRADER JR., DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF ILLINOIS; THAT THIS PLAT OF SURVEY WAS MADE UNDER MY DIRECTION; AND THAT ALL MONUMENTS AND MARKS ARE OF THE CHARACTER AND OCCUPY THE POSITION SHOWN THEREON.

DATE _____

PROFESSIONAL LAND SURVEYOR NO. 035-003305
LICENSE EXPIRES NOVEMBER 30, 2026
COMPANY LICENSE NO. 184-001084

RONALD L. TRADER JR. 035-003305 SPRINGFIELD ILLINOIS — PROFESSIONAL LAND SURVEYOR — STATE OF ILLINOIS

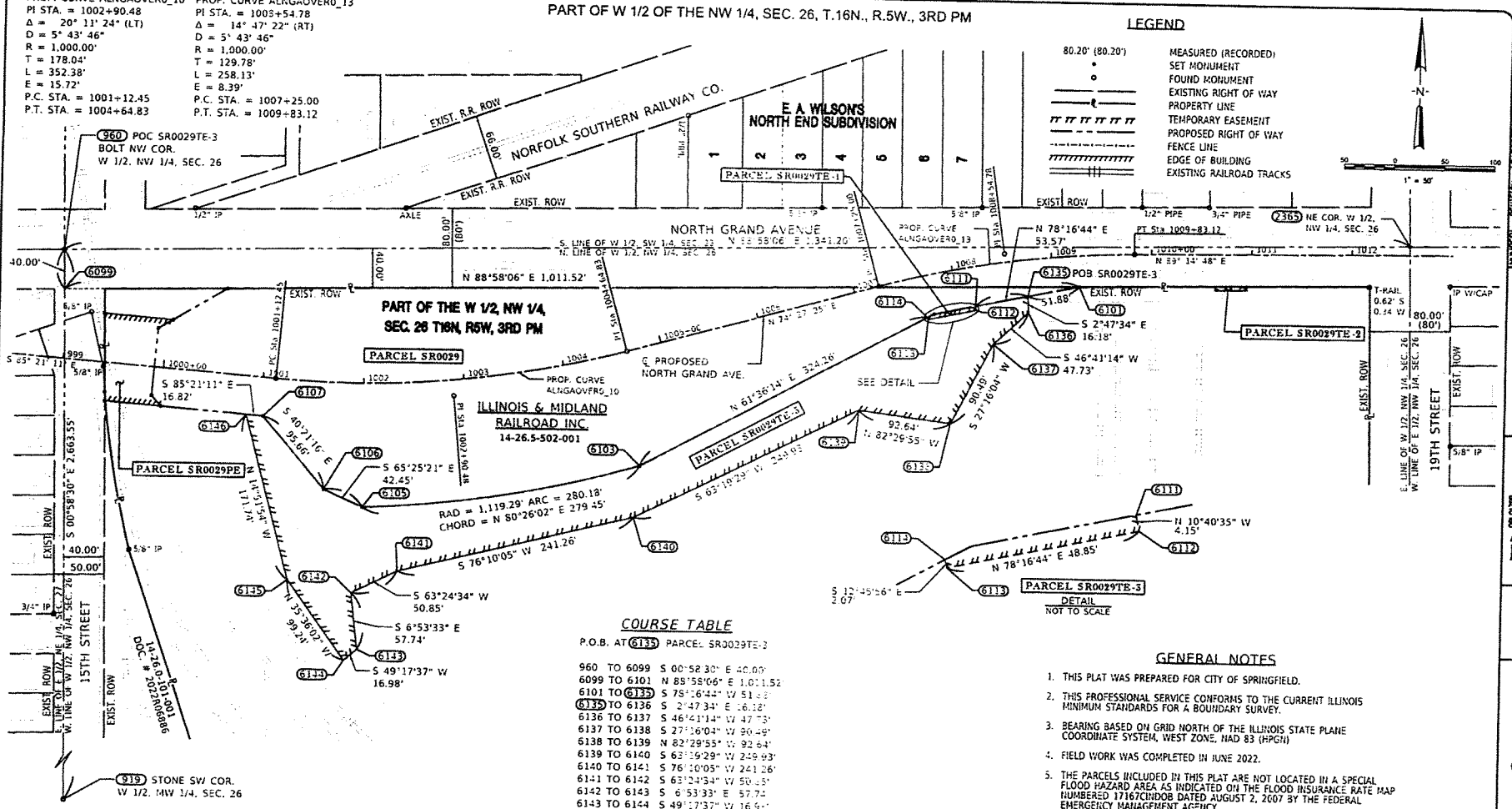
DESIGNED	RLT	07/11/22
DRAWN	RLT	02/21/23
REVIEWED	RCG	02/23/23

PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
ILLINOIS & MIDLAND RAILROAD INC.

PLAT OF RIGHT OF WAY
PARCEL SR0029, SR0029PE, SR0029TE-1 & SR0029TE-2
RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4
2 of 2 sheets

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STATION AND OFFSET TABLE

℄ PROPOSED NORTH GRAND AVENUE

960	998+90.62	109.97 LT	6139	1006+74.32	115.65 RT
6099	998+94.54	70.16 LT	6138	1007+65.74	151.21 RT
919	1001+23.25	2,531.06 RT	6114	1007+66.16	41.93 RT
6146	1000+86.45	38.58 RT	6113	1007+66.15	44.00 RT
6107	1001+03.27	38.58 RT	6111	1008+17.22	39.85 RT
6145	1001+38.57	200.87 RT	6112	1008+17.25	44.00 RT
6106	1001+65.25	107.76 RT	6137	1008+29.67	80.49 RT
6144	1001+67.12	279.78 RT	6136	1008+71.59	53.13 RT
6142	1001+91.67	211.36 RT	6135	1008+72.86	36.99 RT
6143	1001+97.21	268.69 RT	6101	1009+26.28	31.40 RT
6105	1002+00.00	125.00 RT	2365	1012+57.61	8.63 LT
6141	1002+29.87	189.69 RT			
6140	1004+34.13	164.45 RT			
6103	1004+50.00	115.00 RT			

COURSE TABLE

P.O.B. AT (6135) PARCEL SR0029TE-3

960 TO 6099	S 00°58'30" E 40.00'
6099 TO 6101	N 89°58'06" E 1,011.52'
6101 TO (6135)	S 78°16'44" W 51.88'
(6135) TO 6136	S 2°47'34" E 16.18'
6136 TO 6137	S 46°41'14" W 47.73'
6137 TO 6138	S 27°16'04" W 90.49'
6138 TO 6139	N 82°29'55" W 92.64'
6139 TO 6140	S 63°59'29" W 249.93'
6140 TO 6141	S 76°10'05" W 241.26'
6141 TO 6142	S 63°24'34" W 50.85'
6142 TO 6143	S 6°53'33" E 57.74'
6143 TO 6144	S 49°17'37" W 16.98'
6144 TO 6145	N 35°36'02" W 99.24'
6145 TO 6146	N 14°51'54" W 171.74'
6146 TO 6107	S 85°21'11" E 16.82'
6107 TO 6106	S 40°21'16" E 95.66'
6106 TO 6105	S 65°25'21" E 42.45'
6105 TO 6103	RAD. 1,119.29' ARC 280.18' LC N 80°26'02" E 279.45'
6103 TO 6114	N 61°36'14" E 324.26'
6114 TO 6113	S 13°45'56" E 2.07'
6113 TO 6112	N 78°16'44" E 48.85'
6112 TO 6111	N 10°40'35" W 4.15'
6111 TO (6135)	N 78°16'44" E 53.57'

PARCEL SR0029TE-3

TE AREA = 52,790.06 SQ. FT. (1.212 AC ±)
ENTRANCE CONSTRUCTION

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167C1NDOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: APRIL 19, 2022.

NO.	REVISION	DATE	DRAWN	CHECKED	REVIEWED

PARCEL SR0029TE-3
ILLINOIS & MIDLAND RAILROAD INC.

Job No. 09.0139
Sheet No. D0901398-SHT-PARCEL-26C
Scale: 1"=50'
Date: 11/26/2024

DESIGNED	RLT	07/11/22
DRAWN	HLI	02/21/23
REVIEWED	GCN	02/25/23

HANSON

Professional Services Inc.
1525 South Sixth Street
Springfield, IL 62703-2985
(217) 788-2450
Offices Nationwide

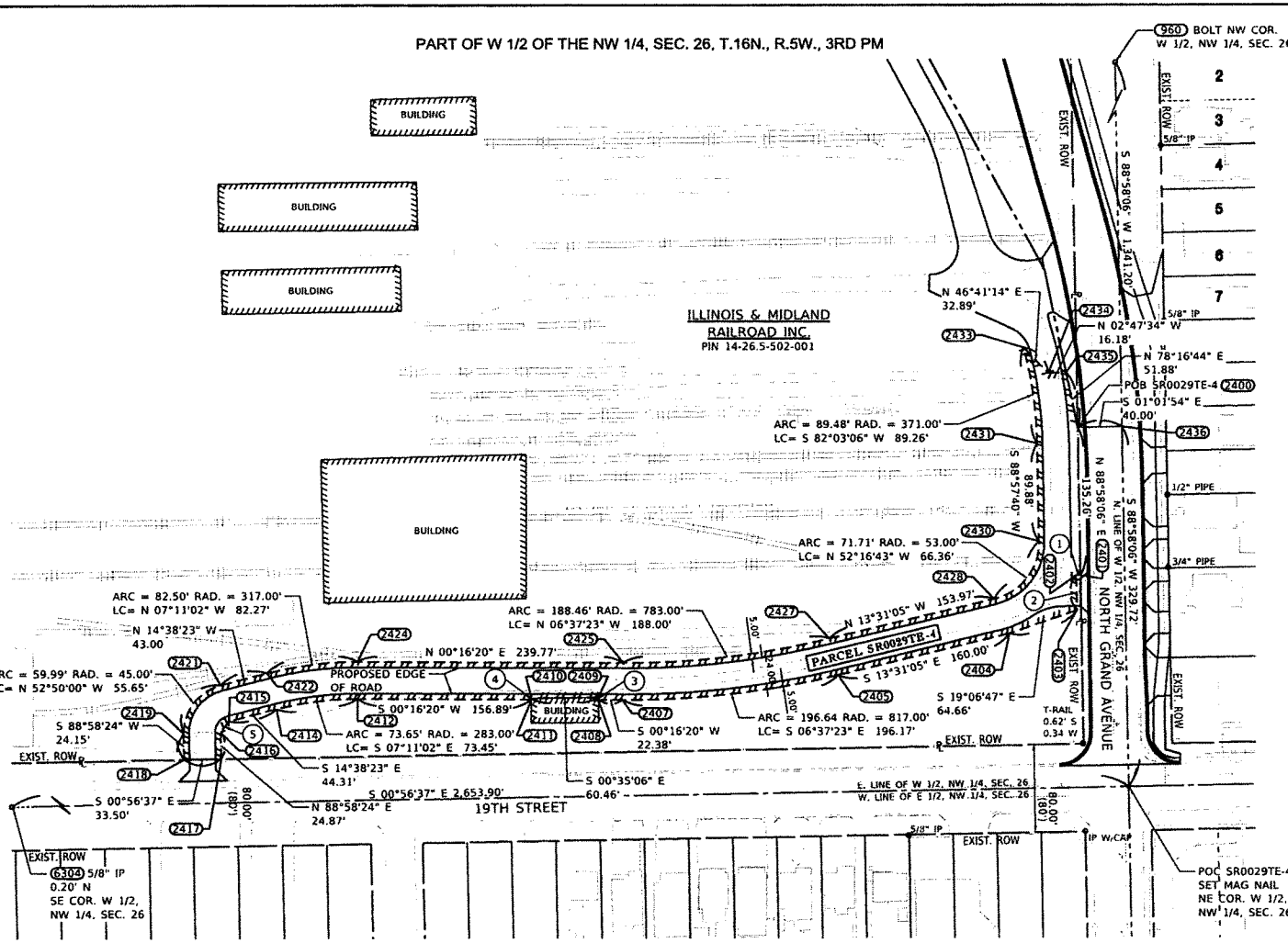
PLAT OF RIGHT OF WAY
PARCEL SR0029TE-3

RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

1 of 1 sheets

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COURSE TABLE

P.O.B. AT 2400 PARCEL SR0029TE-4

2365 TO 2436 S 88°58'06" W 329.72'
2436 TO 2400 S 01°01'54" E 40.00'
2400 TO 2401 N 88°58'06" E 135.26'
2401 TO 2402 S 01°01'54" E 4.00'
2402 TO 2403 N 88°58'06" E 32.00'
2403 TO 2404 S 19°06'47" E 64.66'
2404 TO 2405 S 13°31'05" E 160.00'
2405 TO 2407 RAD = 817.00' ARC = 196.64'
LC S 06°37'23" E 196.17'
2407 TO 2408 S 00°16'20" W 22.38'
2408 TO 2409 S 89°24'54" W 2.13'
2409 TO 2410 S 00°35'06" E 60.46'
2410 TO 2411 S 89°07'47" E 1.23'
2411 TO 2412 S 00°16'20" W 156.89'
2412 TO 2414 RAD = 283.00' ARC = 73.65'
LC S 07°11'02" E 73.45'
2414 TO 2415 S 14°38'23" E 44.31'
2415 TO 2416 S 52°50'00" E 12.37'
2416 TO 2417 N 88°58'24" E 24.87'
2417 TO 2418 S 00°56'37" E 33.50'
2418 TO 2419 S 88°58'24" W 24.15'
2419 TO 2421 RAD = 45.00' ARC = 59.99'
LC N 52°50'00" W 55.65'
2421 TO 2422 N 14°38'23" W 43.00'
2422 TO 2424 RAD = 317.00' ARC = 82.50'
LC N 07°11'02" W 82.27'
2424 TO 2425 N 00°16'20" E 239.77'
2425 TO 2427 RAD = 783.00' ARC = 188.46'
LC N 06°37'23" W 188.00'
2427 TO 2428 N 13°31'05" W 153.97'
2428 TO 2430 RAD = 53.00' ARC = 71.71'
LC N 52°16'43" W 66.36'
2430 TO 2431 S 88°57'40" W 89.88'
2431 TO 2433 RAD = 371.00' ARC = 89.48'
LC S 82°03'06" W 89.26'
2433 TO 2434 N 46°41'14" E 32.89'
2434 TO 2435 N 02°47'34" W 16.18'
2435 TO 2400 N 78°16'44" E 51.88'

PARCEL SR0029TE-4

TE AREA = 35,903 SQ. FT. (0.824 AC.±)
ROAD CONSTRUCTION

LEGEND

80.20' (80.20') MEASURED (RECORDED)
SET MONUMENT
FOUND MONUMENT
EXISTING RIGHT OF WAY
PROPERTY LINE
TEMPORARY EASEMENT
PROPOSED RIGHT OF WAY
FENCE LINE
EDGE OF BUILDING
EXISTING RAILROAD TRACKS

COURSES

1. S 01°01'54" E 4.00'
2. N 88°58'06" E 32.00'
3. S 89°24'54" W 2.13'
4. S 89°07'47" E 1.23'
5. S 52°50'00" E 12.37'

GENERAL NOTES

1. THIS PLAT WAS PREPARED FOR CITY OF SPRINGFIELD.
2. THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
3. BEARING BASED ON GRID NORTH OF THE ILLINOIS STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD 83 (HPGN)
4. FIELD WORK WAS COMPLETED IN JUNE 2022.
5. THE PARCELS INCLUDED IN THIS PLAT ARE NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS INDICATED ON THE FLOOD INSURANCE RATE MAP NUMBERED 17167CINDOB DATED AUGUST 2, 2007 BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
6. SURVEY BASED ON TITLE COMMITMENT NO. 5271-SR0029 ISSUED BY CHICAGO TITLE INSURANCE COMPANY. EFFECTIVE DATE: APRIL 19, 2022.

NO.	REVISION	DATE	DRAWN	DESIGNED	REVIEWED

PARCEL SR0029TE-4
ILLINOIS & MIDLAND RAILROAD INC.

Job No. 05-01798
Dsgn. D:\01798\SHT-PARCEL.DGN
Scale 1"=50'
Date 11/16/2024

DESIGNED	RLT	11/18/24
DRAWN	RLT	11/19/24
REVIEWED	TAD	11/20/24

HANSON

Hanson Professional Services Inc.
1525 S. 6th Street, Suite 201
Springfield, Illinois 62703-2566
(217) 788-2450
Illinois Professional Design Firm 184.001299

EXHIBIT
PARCEL SR0029TE-4
RAILROAD IMPROVEMENT PROJECT
SECTION 22-00492-01-BR
SPRINGFIELD ILLINOIS

Exhibit 4

1 of 1 sheets

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Genesee & Wyoming Railroad Services, Inc.

Real Estate Department, 13901 Sutton Park Dr., S, Suite 270, Jacksonville, FL 32224

Contractors Access/Occupancy on Railroad Property

☐ **Check box if Contractor unknown at this time** *(this form will need to be completed with contractor information and submitted prior to any work once bid process is complete)*

Incomplete or Inaccurate Information will delay application request

Section 1 - Applicant Data

Complete Legal Name of Applicant to appear on License Agreement: _____

Applicant Mailing Address: _____

_____

Applicant Overnight Address: _____

_____

Type of Entity: ☐ Corporation ☐ Partnership ☐ Sole Proprietor ☐ Individual ☐ Municipality ☐ Developer ☐ Other

If other please explain: _____

State of Incorporation or Partnership: _____

Contact during Application Process:

Name: _____

Contact Telephone _____ Email Address: _____

Section 2 - Location Data

Railroad Name: _____ Estimated Start Date _____

Specify the amount of time access is required: _____ **Reason for extension of time beyond 60 days _____

****$500 extension fee for each additional 30 days being requested.**

Nearest City: _____ County: _____ State: _____

REQUIRED: Latitude/Longitude (Convert to Decimal Format) (ex 12.3456789/-64.101112): _____

Address of proposed worksite: _____

_____

2024-565

EXHIBIT 5

Railroad Subdivision - if known _____ **US DOT/AAR Crossing Number - if available** _____

Section 3 - Existing Agreement Data

Is there an Existing Agreement at this Location which will be affected by this Request?

☐ Yes ☐ No If YES, List Agreement Number(s): _____

Will facility be exclusively used by Applicant? ☐ Yes ☐ No

If YES, List Name of Lessee: _____

Describe the complete scope of work on or around Railroad property (REQUIRED):

_____

_____

_____

_____

Section 4 - Department of Transportation (D.O.T.)

Is this installation associated with a Department of Transportation project? ☐ Yes ☐ No

If Yes, complete the following:

D.O.T. Contract Number: _____ **D.O.T. Project Number:** _____ **D.O.T. Project Name:** _____

D.O.T. Contact Information:

Name: _____

Address: _____

City: _____ **State:** _____ **Zip Code:** _____

Phone Number _____ Email Address _____

Some important items to note when completing the application:

Checklist prior to submittal

☐ Latitude & longitudinal information converted to digital decimal format with an aerial map of location

☐ Payment for fees included - check payable to specific railroad

☐ If paying fees by credit card a completed signed credit card release is included - only Visa, MasterCard or Discover can be accepted - US Roads only

☐ Applications can be emailed with a copy of the check in order to start the approval process. Only the check for the doc prep fees needs to be mailed or overnighted when the complete application packet is emailed. Include a copy of the application to make sure the payment is matched to the correct project.

☐ ***When returning the signed agreement and proof of insurance for final review and exeuction please allow 2-3 weeks prior to the start of work. Once all required fees are paid and documentation in place the agreement must go through an approval process before it can be finalized.***

2024-525

Section 5 - Insurance Requirements - US Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance. Prior to construction the Contractor is required to provide current proof of Railroad Protective Liability Insurance.

General Liability insurance must meet the minimum requirements of $2M per occurrence and $6M aggregate per the terms of the written contract.
Automobile Insurance must meet the minimum requirements of $1M bodily injury and property damage per occurrence.
The General Liability certificate is required to show proof of **CG2417 or its equivalent**. *(Contractual Liability Railroads)*
Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirements of $1M.
Certificate Holder naming *(specified Railroad)* **Specified Railroad names can be found at www.gwrr.com**

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Prior to Construction or any access within 50' of Railroad a current **Certificate of Railroad Protective Liability insurance (RPL)** which shows the ***specific Railroad*** as named Insured. If the Contractor does not carry a policy of Railroad Protective Liability insurance, this coverage can be secured through the railroad. An application and current Fee structure for this coverage is available upon request.

Insurance Requirements for potentially hazardous pipelines such as natural gas, oil, petroleum, etc. to be amended as shown below

General Liability Insurance which names the ***specific Railroad*** as additional insured and must meet the limits of **$5M per occurrence and $10M aggregate**. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

Pollution Legal Liability Insurance with minimum limits of **Five Million Dollars ($5,000,000)** per occurrence naming the ***certificate holder*** as additional insured per written contract. Such policy shall be endorsed to provide Waiver of Subrogation in favor of the certificate holder per written contract.

2024-525

Section 6 - Insurance requirements - Canadian Roads

Insurance Requirements prior to any construction project - Both the Utility Owner and the Contractor completing installation are required to provide proof of current Commercial General Liability Insurance.

General Liability insurance must meet the minimum requirements of $2M per occurrence and $2M aggregate per the terms of the written contract.
Automobile Insurance must meet the minimum requirements of $1M bodily injury and property damage per occurrence.
Where applicable, the General Liability certificate is required to show proof of **CG2417 or its equivalent.** (Contractual Liability Railroads)
Evidence of **Workers Compensation** must be provided on certificate and meet the minimum requirments of $1M.
Certificate Holder naming *(specified Railroad)* **Specified Railroad names can be found at www.gwrr.com**

General Liability, Automobile Liability and Umbrella/Excess Liability provides additional insured status to the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

Where applicable and permitted by law, all policies include a blanket automatic waiver of subrogation endorsement that provides this feature in favor of the certificate holder and any other party(ies) specified in or required by written contract between the named insured and the certificate holder.

IMPORTANT

Prior to application submittal, Questions can be answered and additional contact information obtained by visiting the website at www.gwrr.com - select the specific railroad and click on the link for Real Estate.

Plans for proposed installations shall be submitted to and approved by the Railroad, on behalf of itself, its subsidiaries, and affiliates, and designated engineer before work can begin! Applications submitted not meeting current specifications as outlined in the General Specifications for Sub-grade and Above grade Utility Crossings of Railway's Right-of-Way will be returned and may incur additional engineering review fees. For your convenience a copy of these specifications can be found on the website at www.gwrr.com.

Materials and installations are to be in strict accordance with specifications of National Electrical Safety Code, AREMA, current edition, and requirements of the Railroad.

Upon application approval, applicant agrees to reimburse Railroad for any cost incurred by Railroad incident to the installation, maintenance and/or supervision necessitated by the installation. Applicant further agrees to assume all liability for accidents or injuries that arise as a result of this installation.

This section must be completed in full, signed and dated prior to submittal to the Real Estate Department for processing. Unsigned applications, incomplete or inaccurate Information will delay application request and may incur additional fees.

Date: _____ Signature: _____

Phone Number _____ Printed Name _____

Fax Number: _____ Title: _____

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Please make check payable to the specific Railroad where proposed work is to occur. A list of Genesee & Wyoming, Inc. subsidiary railroads can be found at: www.gwrr.com . W-9 information available upon request.

Mail the application for proposed project, along with the applicable non-refundable fee(s) in U.S. Funds (Canadian Applicants please pay all fee in Canadian Funds plus HST) to:

Genesee & Wyoming Railroad Services, Inc.
Attn: Real Estate Department
13901 Sutton Park Dr. S., Suite 270
Jacksonville, FL 32224

In order for the application to be complete ALL required details pertinent to the proposed installation must be completed in full and submitted along with the following fees:

	# of Copies	Amount Due	Description
☐	1	$2,250	Engineer review fee, plans/drawings, no larger than 11 x 17. Larger drawings may incur additional engineering fees.
☐	1	$1,750	Completed Contractor's Access/Occupancy Application and Fee required with ALL application submittals. If the contractor is unknown at time of submittal just check the box under the heading on the form.
		$4,000	Full amount due with submittal for new utility installations - *Unless prior arrangements are made, applications received without payment will not be processed until receipt of payment. This could extend the time frame for the processing of your request.*
Only applicable for projects over 60 days		$500	Extension fee for each additional 30 days over the initial 60 days

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Standard Application processing takes approximately 6-8 weeks. PLEASE READ IN FULL - "Expedited processing" is available and will reduce the processing time to between 1-2 weeks at an additional cost of $3,000. For *all expedited requests* the application and plans submitted must meet engineering specifications and be approved in order for the applicable agreement(s) to be forwarded to the applicant for signature within 2 weeks *from receipt of all required information and full payment of required fees*. It is important to note that an incomplete application and plans submitted that do not meeting engineering specifications will cause a delay in the processing of expedited request and the two week guarantee no longer applies if revisions are required to be made by the applicant in order for them to meet engineering specs for engineering to approve the request.

The expedited processing of an application does not apply to the final review and execution phase of the agreement process. Once a signed agreement has been received and ALL required fees and insurance has been submitted the agreement(s) is(are) forwarded for final review by a VP of Real Estate, Legal and the signatory for the Railroad. This final review and execution process can take up to 2 weeks from receipt of all required documentation and fees. This part of the agreement process cannot be expedited.

At this time we are unable to expedite requests for the installation of new private grade crossings, industrial track agreements, and track leases. The process for these requests varies somewhat from the review and approval process for new utilities and takes a little longer to secure all required approvals.

Entering or working on the railroad right of way or any other railroad property without the permission of the railroad is trespassing and illegal. Violators risk the possibility of serious, even fatal injury and will be prosecuted.

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CONTRACTOR RIGHT OF ENTRY LICENSE AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of _____, 20___, (the "Effective Date"), by and between ("Railroad") and ("Licensee").

WITNESSETH:

WHEREAS, Licensee has submitted a written request or application to Railroad requesting permission to enter Railroad's property at or near the location specified in Section 1 below for the limited purpose of performing certain work; and

WHEREAS, Railroad is willing to grant to Licensee the limited right and permission to enter upon such property for the limited purpose of performing such work in accordance with the terms provided herein.

NOW THEREFORE, in consideration of these promises, the Agreement herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Section 1. LOCATION/PAYMENT/WORK PRACTICES:

1.1 Railroad hereby conveys to Licensee the limited right and permission to enter upon the Railroad's property located at or near Milepost , Subdivision, Latitude: , Longitude: located in , in the County of , State of as reflected on the map attached hereto as Exhibit A and incorporated herein by reference (the "Property") for the purpose of Licensee, through its employees, agents or contractors to (the "Work"); and

1.2 Upon payment of a fee referenced in Section 11 herein, Railroad hereby grants to Licensee, the right and permission to enter upon Railroad's Property for the purpose of performing the Work, subject to the terms, conditions and provisions set forth in this Agreement.

1.3 The Work shall be performed at the entire cost and expense of Licensee, in accordance with good and sound engineering practices, to the satisfaction of Railroad's Chief Engineer, or his duly authorized representative (the "Representative"), and in a manner to avoid accident, damage or harm to persons or property and delays to or interference with the operations of Railroad.

Section 2. PRIOR NOTICE/FLAGGING/OTHER CONDITIONS.

2.1 Licensee or Licensee's contractor shall notify the Representative at least ten (10) business days before proceeding with any phase of the Work on the Property and shall abide by the instructions of the Representative concerning the safety of the Railroad. All persons entering the Property pursuant to the permission granted herein shall comply with and perform the Work in accordance with the following policies:

a) Genesee & Wyoming Inc.'s Contractor Safety Rules, available at: http://www.gwrr.com/wp-content/uploads/2021/05/[illegible]Contractor-Safety-Rules.pdf; and
b) Genesee & Wyoming Inc.'s Code of Ethics and Conduct, available at: http://gwrr.com/about [illegible]-of-ethics

The following Personal Protective Equipment ("PPE") must be worn at all times on the Property: Hard hats, safety footwear, certified eye protection with side shields and approved high-visibility work wear. Additional forms of PPE may be required under certain circumstances as specified in the aforesaid Contractor Safety Rules or as required by the Representative.

2.2 Railroad shall furnish such personnel, flagman or watchman which, in Railroad's sole discretion, may be necessary to protect the facilities and traffic of Railroad during the performance of the Work. If flagging or other special protective or safety measures are performed by Railroad, Railroad will invoice Licensee for such

expenses incurred by Railroad based on the current fee schedule annexed hereto as Exhibit D. Licensee shall pay such invoices within thirty (30) days of Licensee's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Licensee agrees that Licensee is not relieved of any of its responsibilities or liabilities set forth in this Agreement. The Licensee or its contractor shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.

2.3 Unless Prior arrangements have been made with the Chief Engineer or his representative, Licensee shall not place or operate equipment at a distance of less than fifty (50) feet from the center of track, nor perform any Work at a distance of less than fifty (50) feet from the center of Railroad's track. Further, no equipment shall be moved across the Railroad's track(s) except at an established public crossing, unless prior arrangements have been made with the Chief Engineer or his Representative. All reasonable precautions must be taken by Licensee to avoid interference with and/or damage to Railroad's facilities during the course of the Work.

2.4 Prior to entering upon the Property, Licensee agrees to comply with **RAILROAD'S ROADWAY WORKER PROTECTION TRAINING POLICY** as set forth in Exhibit B, attached hereto and incorporated herein by reference, if such training is applicable as determined in the sole discretion of Railroad.

2.5 The permission herein granted is subject to all existing leases, licenses and occupancies of the Property by third parties. Licensee acknowledges that, in executing this Agreement, Railroad acts on its own behalf only and has no authority to act, and does not claim to act, on behalf of any other entity or person with respect to any right any such other entity or person may have to object to this Agreement. Licensee shall secure the consent, and protect the facilities, of each such third-party occupier of the Property.

2.6 Licensee shall implement and enforce a safety program conforming to all applicable requirements of federal, state and local laws, rules and regulations.

Section 3. LEGAL COMPLIANCE.

Licensee expressly agrees, at its own cost and expense, to comply and cause its agents, employees and contractor(s) to comply with all applicable ordinances, rules, regulations, requirements and laws of any governmental authority (state, federal or local) having jurisdiction over the Work or Licensee's activities, including the location, contact, excavation and protection regulations of the Occupational Safety and Health Act and state "One Call" - "Call Before You Dig" or similar requirements. Licensee shall indemnify, defend and save harmless Railroad, its parents, affiliates and subsidiaries, and the respective shareholders, directors, officers and employees of each (hereinafter collectively the "Railroad Indemnitees"), from and against, and shall pay, all expenses, damages, penalties, and claims, including without limitation reasonable counsel fees, that may arise from, or be imposed because of the failure of Licensee to comply with this Section.

Section 4. LIABILITY/INDEMNITY.

4.1 Licensee hereby assumes risk of and agrees to indemnify, defend, protect and save the Railroad Indemnitees harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, employees or contractor(s) of the parties hereto, and (b) the loss or damage to any property whatsoever, including property of claims, demands, suits, judgments or expenses incurred in connection therewith, resulting from or arising out of the acts or omissions of Licensee, its agents, employees or contractor(s), or resulting from, arising out of, or occurring in connection with the entry or presence of Licensee, its agents, employees or contractor(s) on the Property, or resulting from, arising out of, or occurring in connection with the performance or execution of the Work performed under this Agreement or incidental thereto, regardless of any negligence on the part of Licensee or Railroad. THE INDEMNITY PROVIDED IN THIS SECTION 4 IS SPECIFICALLY MEANT TO INCLUDE INDEMNITY OF THE RAILROAD INDEMNITEES FOR THEIR OWN ORDINARY NEGLIGENCE EVEN IF THE INJURY OR DAMAGE IS CAUSED ENTIRELY BY THE ORDINARY NEGLIGENCE OF THE RAILROAD INDEMNITEES AND THERE IS NO NEGLIGENCE ON

THE PART OF THE LICENSEE. LICENSEE'S INDEMNITY OBLIGATIONS IN THIS SECTION 4 SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS AVAILABLE UNDER WORKERS' OR WORKMEN'S COMPENSATION ACTS, DISABILITY ACTS OR EMPLOYEE BENEFITS ACTS.

4.2 IN NO EVENT UNDER THIS AGREEMENT WILL THE RAILROAD INDEMNITEES HAVE ANY LIABILITY FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES. ADDITIONALLY, THE TERM "RAILROAD INDEMNITEES" AS USED IN THIS SECTION 4 SHALL INCLUDE ANY OTHER RAILROAD COMPANY THAT MAY BE LAWFULLY OPERATING UPON AND OVER THE TRACKS OR THE TRACKS CROSSING OR ADJACENT TO THE TRACKS, AND THE OFFICERS, AGENTS, INVITEES AND EMPLOYEES THEREOF.

Section 5. INSURANCE.

Licensee agrees to comply with the **INSURANCE REQUIREMENTS FOR CONTRACTOR RIGHT-OF-ENTRY** LICENSE AGREEMENTS attached hereto as Exhibit C and incorporated herein by reference and shall provide the required Certificate of Insurance to Railroad with return of the signed duplicate original of this Agreement prior to the commencement of the Work.

Section 6. NOTIFICATION.

Licensee shall promptly notify the Chief Engineer of any loss, damage, injury or death arising out of or in connection with the Work.

Section 7. RESTORATION.

Upon completion of the Work or the termination or expiration of this Agreement, Contractor shall promptly remove from the Property all tools, equipment and materials placed thereon by Contractor. Contractor shall restore the Property to the same state and condition as when Contractor first entered thereon and shall leave the Property in a condition satisfactory to the Chief Engineer or the Representative.

Section 8. TERM/TERMINATION.

This Agreement and the permission conferred, and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight 60 calendar days following the Effective Date, whichever occurs first, unless extended in writing by Railroad. Notwithstanding the foregoing, Railroad shall have the right to terminate this Agreement and the license granted hereunder immediately if Licensee defaults on any of the terms and/or conditions set forth herein.

Section 9. COMPLIANCE AND DOCUMENTATION.

Licensee agrees, and shall cause its agents, employees and contractor(s), to (a) understand and comply with the terms and conditions of this Agreement, (b) carry a copy of this Agreement at all times while on the Property, and (c) promptly present the copy of this Agreement to any employee of Railroad upon request.

Section 10. RAILROAD CONTACT INFORMATION.

The Railroad's Chief Engineer is:

The Railroad's Representative is:

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Railroad EMERGENCY Phone Number:
Reference Location: **Subdivision Milepost**

Section 11. FEE.

Upon execution of this Agreement, Licensee shall pay Railroad the sum of $ toward the cost of preparing this Agreement and for the premises granted to the Licensee.

Section 12. NON-WAIVER.

If either party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of the other party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

Section 13. APPLICABLE LAW.

This Agreement shall be governed by and construed under the laws of the State of , without regard to the choice of law provisions thereof.

Section 14. ASSIGNMENT.

Licensee shall not assign this Agreement without the prior written consent of Railroad, which consent may be granted or withheld at Railroad's sole discretion. This Agreement shall be binding upon the parties and their respective successors and permitted assigns.

Section 15. INTERPRETATION; SEVERABILITY.

To the maximum extent possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and shall not invalidate the remainder of such provision or any other provision of this Agreement.

Section 16. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but all of which shall constitute one and the same instrument, and counterparts of this Agreement may also be executed and delivered electronically and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 17. HEADINGS.

The headings of the various sections of this Agreement are inserted for convenience only and are not intended to govern, limit or aid in the construction of any term or provision of this Agreement.

Section 18. CONSTRUCTION OF AGREEMENTS.

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The terms of this [illegible] been arrived at after mutual negotiation and, therefore, it is the intention of the Parties that its terms [illegible] against any of the Parties by reason of the fact that it was prepared by one of the Parties.

Section 19. CONFIDENTIALITY.

The parties shall not [illegible] terms of this Agreement to a third party (a) other than as required by law so long as such party [illegible] the terms of this Agreement under applicable law provides the other party with prior written notice [illegible] greement, or (b) as otherwise agreed in writing between the parties. Notwithstanding the foregoing, [illegible] may disclose the terms and conditions of the Agreement to (1) a parent, subsidiary or affiliated [illegible] their lawyers and consultants, including but not limited to its auditors, provided that all such parties [illegible] tain the confidentiality of such information in accordance with the terms of this provision. If any party [illegible] his paragraph, any adversely affected party may cancel this Agreement without penalty and exercise [illegible] remedies under applicable law.

[*Signature Page Follows*]

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

RAILROAD:

By:_____

Name:

Its:

LICENSEE:

By:_____

Name:

Its:

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EXHIBIT A

DESCRIPTION OF PROPERTY

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EXHIBIT B

ROADWA ORKER PROTECTION TRAINING POLICY

A. In order to maintai tegrity and security of the Property and Railroad's operations, prior to each employee of Licensee and its tor entering upon the Property (each a "Licensee Applicant"), Licensee shall cause its employees, and shall its contractor to require its employees, to successfully complete the Genesee & Wyoming Inc. Roadway er Training Program (the "Program") on an annual basis to be administered by Roadway Worker g, Inc. (the "Program Administer"), at the sole cost and expense of the Licensee or contractor, as the case (the current cost of which is $75.00 USD per Licensee Applicant). The Program shall be available via the and instructions to access the Program set forth in Paragraph K.

B. Upon completion rogram, the Licensee Applicant shall be required to satisfactorily complete a test administered by the m Administer. The Program Administer shall be responsible for scoring such test and verifying whether the ee Applicant satisfies the requirements of Railroad to perform work on the Property. Any Licensee Applic o fails to achieve a satisfactory score or who refuses to complete such test shall not be permitted to enter the y.

C. When a satisfactor is achieved by the Licensee Applicant, the Program Administrator shall furnish a certificate (the "Certificat he business address of Licensee or its contractor, as the case may be, for distribution to the Licensee Applic ntil receipt of the Certificate from the Program Administrator, the Licensee Applicant shall print a ter y certificate authorizing the Licensee Applicant's access to the Property.

D. For the avoidance ot, satisfactory completion of the Program as evidenced by receipt of a Certificate does not in itself grant ion to the Licensee Applicant to enter the Property, except as expressly permitted under and in strict comp vith the terms of the Agreement.

E. The Licensee App hall be responsible for carrying the Certificate at all times when on the Property.

F. All communicatio rding Licensee Applicants, the Program, or any other matters described in this Exhibit B should be addresse

Kyle Bak
GWI Saf artment
13901 Su k Drive South, Suite 270
Jacksonvi 32224
kyle.bak .com
(904) 9

G. Licensee and its or shall be responsible for managing and recovering Certificates from their employees who resign, retire or a nated.

H. Notwithstandin ipt of a Certificate by a Licensee Applicant, Railroad reserves the right to reject any Licensee Applicant fr ng upon the Property in Railroad's sole discretion in accordance with:

i) Genesee & ming Inc. Code of Ethics and Conduct,

ii) Genesee ming Inc. Contractor Safety Rules, or

iii) upon fail mply with the terms and conditions of the Agreement and all applicable laws.

I. To the extent that rtion of the requirements set forth in this Exhibit B violates any law, ordinance, statute or regulation th n shall be ignored and the Licensee or contractor, as the case may be,

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shall comply with all remaining pro f Railroad's Roadway Protection Training Policy, the Program or the related application process.

J. Licensee or its cont as the case may be, shall be primarily responsible for enforcement of the Program; *provided, however,* that b ilroad and the Federal Railroad Administration reserve the right to audit Licensee and its contractor, as the c y be, for compliance with the Program and Railroad's Roadway Protection Training Policy. Should nsee or its contractor, as applicable, be found out of compliance, any and all fines or penalties incurred by Rai due to such non-compliance shall be the sole obligation of the Licensee.

K. To access the G&W way Worker Protection Training for Railroad Contractors Course on the RWT On-Line please follow these i ions:

- Start at website https://www.bistrainer.com/store/ra store/productdetails/genesee-and-wyoming-roadway-worker-protection-for-contractors-training
- Click on the "On-Line Cour utton
- Select the G&W course by g on the course name
- On the right hand side of th select "New User Registration"
- Fill out all of the fields on t stration page and submit
- You will receive a temporary assword via email
- After receiving the temporary password go back to the On-Line Courses page and select the G&W course again

mplete the registration process and training.

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EXHIBIT C

INSURANCE REQUIREMENTS FOR RIGHT-OF-ENTRY LICENSE AGREEMENT

(a) The Licensee shall, at its own cost and expense, prior to entry onto the Property or the commencement of any activities pursuant to this Agreement, procure and thereafter maintain throughout the term of this Agreement the following types and minimum amounts of insurance:

(i) The Licensee shall maintain Public Liability or Commercial General Liability Insurance ("CGL") including Contractual Liability Coverage and CG 24 17 "Contractual Liability – Railroads" endorsement, covering all liabilities assumed by the Licensee under this Agreement, without exception or restriction of any kind, with a combined single limit of not less than Two Million Dollars ($2,000,000) for Bodily Injury and/or Property Damage Liability per occurrence, and an aggregate limit of not less than Six Million Dollars ($6,000,000) per annual policy period. Such insurance policy shall be endorsed to provide a **Waiver of Subrogation in favor of the Railroad** Indemnitees and shall name the Railroad Indemnitees **as Additional Insureds.** An Umbrella or Excess policy may be utilized to satisfy the required limits of liability under this section but must "follow form" and afford no less coverage than the primary policy.

(ii) The Licensee shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than One Million Dollars ($1,000,000) for Bodily Injury and/or Property Damage Liability per occurrence. Such insurance policy shall be endorsed to provide a Waiver of **Subrogation in favor of the Railroad Indemnitees** and shall name the Railroad Indemnitees as **Additional Insureds.**

(iii) The Licensee shall maintain Statutory Workers' Compensation and Employers' Liability Insurance for its employees (if any) with minimum limits of not less than One Million Dollars ($1,000,000) for Bodily Injury by Accident, Each Accident; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Policy Limit; One Million Dollars ($1,000,000) for Bodily Injury by Disease, Each Employee. Such insurance policy shall be endorsed to provide a **Waiver of** Subrogation in favor of the Railroad Indemnitees.

(iv) If construction within 50' of the railroad tracks, the Licensee shall purchase Railroad Protective Liability Insurance naming the Railroad Indemnitees as the named insured with limits of two Million Dollars ($2,000,000) each occurrence and Six Million Dollars ($6,000,000) aggregate limit. The policy shall be issued on a standard ISO form CG 00 35 12 03 or, if available, a substantially equivalent form from the Railroad.

(b) The following insurance requirements shall apply:

(i) All specified insurance policies must be affected under standard form policies underwritten by insurers licensed in the state where work is to be performed and carry a minimum Best's rating of "A-" and a Financial Size Class VII" or better. The Railroad reserves the right to reject as inadequate any insurance coverage provided by an insurer that is rated less than the ratings specified in this Agreement.

(ii) The insurance shall be primary and **non-contributory to any insurance coverages** maintained by the Railroad Indemnitees.

(iii) The insurance policies shall be endorsed to provide the Railroad with thirty (30) days prior written notice of cancellation, non-renewal or material changes.

(iv) The Licensee shall provide the Railroad with certificates of insurance evidencing the insurance coverages, terms and conditions required prior to commencement of any activities on or about the Property. Said certificates should reference Contractor Right of Entry License Agreement by agreement date and description

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and shall be furnished [illegible] at the following address, or to such other address as the Railroad may hereafter specify:

[illegible] esee & Wyoming Railroad Services, Inc.
[illegible] Sutton Park Drive South, Suite 270
Jacksonville, FL 32224

(v) [illegible] roviding the required coverages are written on a Claims-Made basis, the follo[illegible] [illegible]

[illegible] active date shall be prior to the commencement of the work;

[illegible] nsee shall maintain such policies on a continuous basis;

[illegible] is a change in insurer or policies are canceled or not renew[illegible] [illegible] all purchase an extended reporting period of not less than three [illegible] ontract completion date; and

[illegible] shall arrange for adequate time for reporting of any loss under [illegible]

(c) The [illegible] re the Licensee to purchase additional insurance if the Railroad reasonably determines [illegible] insurance then being maintained by the Licensee is insufficient in light of all relevant fac[illegible] see is required to purchase additional insurance, the Railroad will notify the Licensee. Fa[illegible] see to comply within thirty (30) days shall be considered a default subject to termination o[illegible]

(d) Furnishi[illegible] e by the Licensee shall not limit the Licensee's liability under this Agreement but shall be [illegible] y therefor.

(e) The abo[illegible] urance coverages shall be enforceable by any legitimate claimant after the termination or cancella[illegible] eement, or any amendment hereto, whether by expiration of time, by operation of law or oth[illegible] the basis of the claim against the insurance company occurred during the period of time when the [illegible] in effect and the insurance was in force.

(f) Failure [illegible] quired insurance coverages or endorsements (including contractual liability endorsement) or adequa[illegible] shall be at Licensee's sole risk.

(g) If contr[illegible], the Licensee agrees to require all such contractors to comply with the insurance requirements [illegible]

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Permit No.

EXHIBIT D

[F] [TABLE EXHIBIT D PER **RAILROAD REGION**]

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EXHIBIT 6

IMRR - Protection of Railroad Interests

This project requires work to be done on or in the vicinity of railroad property. The insurance coverages set forth in Attachment A shall be required.

All work on or in the vicinity of the railroad(s)' right-of way shall be subject to and governed by the provisions titled "IMRR - PROTECTION OF RAILWAY INTERESTS". In the event of any conflict between these unique provisions and other provisions of this Contract, the unique provisions shall take precedent. The railroad information contained therein pertaining to rate of pay and additional charges applied to payment for persons performing flagging services, number of trains, and speed of trains, was furnished by the Railroad Company(s). This information shall be verified in order to determine costs for the contract.

IMRR - PROTECTION OF RAILWAY INTEREST

1. AUTHORITY OF RAILROAD ENGINEER AND STATE ENGINEER:

The authorized representative of the Railroad Company, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic of this Company including the adequacy of the foundations and structures supporting the Railroad tracks.

The authorized representative of the State, hereinafter referred to as the Engineer, shall have authority over all other matters as prescribed herein and in the Project Specifications.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad rights of way until he has complied with the following conditions:

1. Any entry or construction activities on Railroad right-of-way must be authorized by the Railroad in writing prior to the commencement of work. Written authorization is obtained through a Right of Entry Permit or Contractor Occupancy/Access Agreement. The application is accessible via the following link entitled "Accessing Property" found at the Genesee & Wyoming web site:

http://www.gwrr.com/real_estate/accessing_property.be

This notice and all other written submissions as required within these provisions, unless otherwise noted, shall be sent to:

Donna Killingsworth
13901 Sutton Park Drive South
Suite 160
Jacksonville, FL 32224
Phone: 904-900-6286
E-mail: donna.killingsworth@gwrr.com

2. Obtain written approval from the Railroad of Railroad Protective Insurance coverage as required by paragraph 13 herein.

3. Furnish a schedule for all work within the Railroad rights-of-way.

B. The Contractor shall obtain from the Railroad the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

C. Flagging Request Form must be obtained from the Local Railroad Representative, completed and returned to schedule flagging.

3. INTERFERENCE WITH RAILROAD OPERATIONS

The Contractor shall so arrange and conduct his work that there will be no interference with Railroad operations, including train, signal, telephone and telegraphic services, or damage to the property of the Railroad Company or to poles, wires, and other facilities of tenants on the rights-of-way of the Railroad Company. Whenever work is liable to affect the operations or safety of trains the method of doing work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging service or inspection service shall be deferred by the Contractor until the flagging service or inspection service required by the Railroad is available at the job site.

A. Whenever work within Railroad rights-of-way is of such a nature that impediment to Railroad operations such as use of runaround tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct his operations so that such impediment is reduced to the absolute minimum.

B. Should conditions arise from, or in connection with the work, require that immediate and unusual provisions be made to protect operation and property of the Railroad, the Contractor shall make such provisions. If in the judgment of the Railroad Engineer, or in his absence the Engineer, such provisions are insufficient, either may require or provide such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractors expense and without cost to the Railroad or Department.

4. TRACK CLEARANCES:

A. The minimum track clearances to be maintained by the Contractor during construction, unless otherwise shown on the Project plans, shall be:

Vertical: Twenty-two (22'-0") feet from top of highest rail.

Lateral: Thirteen feet (13'-0") from centerline of nearest tangent track, or fourteen feet (14'0") from centerline of nearest curved track.

However, before undertaking any work within Railroad right of way, or before placing any obstruction over any track, the Contractor shall:

1. Notify the Railroad's representative at least five (5) business days n advance of the work to obtain Flagging Request form and schedule flagging services.

2. Receive assurance from the Railroad's representative that arrangements have been made for flagging service as may be necessary.

3. Receive permission from the Railroad's representative to proceed with the work.

4. Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response thereto.

B. The Contractor shall prepare and submit to the Railroad a drawing indicating actual clearances as constructed.

5. CONSTRUCTION PROCEDURES:

A. General:
Construction work on Railroad property shall be:
1. Subject to the inspection and approval of the Railroad.
2. In accord with the Railroad's written outline of specific conditions.
3. In accord with the Railroad's general rules, regulations and requirements including those related to safety, fall protection and protective equipment
4. In accord with these Special Provisions and the Illinois Department of Transportation Standard Specifications.

B. Excavation:
The subgrade of an operated track shall be maintained with edge of berm at least 10'0" from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if substandard, in which case existing section will be maintained.

C. Excavation for Structures:
The Contractor will be required to take special precaution and care in connection with excavating and shoring pits, and in driving piles or sheeting for footings adjacent to tracks to provide adequate lateral support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. All plans and calculations for shoring shall be prepared and signed by a Registered Professional Engineer. The Registered Professional Engineer will be responsible for the accuracy for all controlling dimensions as well as the selection of soil design values which will accurately reflect the actual field conditions. The procedure for doing such work, including need of and plans for shoring, shall first be approved by the Engineer and the Railroad Engineer, but such approval shall not relieve the Contractor from liability. The Contractor shall submit to the Railroad, for review and written approval, three (3) sets of detailed drawings and one (1) set of calculations. The drawings and calculations shall be prepared and sealed by a Registered Professional Engineer in the State of Illinois.

D. Protection From Falling Debris:
Whenever any operation may produce falling debris over Railroad property, including tracks and wires, the Contractor shall submit plans to the Railroad Engineer, for review and written approval, detailing the method of protection of the railroad track, wires and property from falling debris. A protective shield shall be erected over the track to catch falling debris and shall not be lower than the allowed temporary clearance. Deck removal shall be by cutting it in sections and lifting out. Large pieces of deck shall not be allowed to fall on the protective shield.

E. Demolition, Erection, Hoisting:
1. Railroad tracks and other railroad property must be protected from damage during the procedure.

2. The Contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.

3. Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.

4. Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.

5. A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.

6. A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.

7. All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer.

8. The Railroad's representative must be present at the site during the entire demolition and erection procedure period.

9. All procedures, plans and calculations shall first be approved by the Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

10. All submittals for Shoring, Demolition of Existing Structures or Erection Procedure are to be prepared, signed and sealed by a Registered Professional Engineer and are to be submitted to:

Heath Mondragon, General Manager
heath.mondragon@gwrr.com
(716) 341-9953

F. Blasting:

1. The Contractor shall obtain advance approval of the Railroad Engineer and the Engineer for use of explosive on or adjacent to Railroad property. If permission for use of explosives is granted, the Contractor will be required to comply with the following:

   (a) Blasting shall be done with light charges under the direct supervision of a responsible officer or employee of the Contractor.

   (b) Electric detonating fuses shall not be used because of the possibility of premature explosions resulting from operation of two-way train radios.

   (c) No blasting shall be done without the presence of an authorized representative of the Railroad. At least 72 hours advance notice to the person designated in the Railroad's notice of authorization to proceed (see paragraph 2B above) will be required to arrange for the presence of an authorized Railroad representative and such flagging as the Railroad may require.

(d) Have at the job site adequate equipment, labor and materials and allow sufficient time to clean up debris resulting from the blasting without delay to trains, as well as correcting at his expense any track misalignment or other damage to Railroad property resulting from the blasting as directed by the Railway's authorized representative. If his actions result in delay of trains, the Contractor shall bear the entire cost thereof.

2. The Railroad representative will:

(a) Determine the approximate location of trains and advise the Contractor the approximate amount of time available for the blasting operation and clean up.

(b) Have the authority to order discontinuance of blasting if, in his opinion, blasting is too hazardous or is not in accord with these special provisions.

G. Maintenance of Railroad Facilities:

The Contractor shall at all times maintain a system to allow proper drainage through the construction area.

The Contractor shall submit to the Railroad a proposed method of erosion control and must have written approval from the Railroad prior to beginning any excavation or grading on Railroad property or which affects Railroad property.

The Contractor will be required to maintain all ditches and drainage structures free of silt or other obstructions, which may result from his operations; to promptly repair eroded areas within Railroad rights of way and to repair any other damage to the property of the Railroad or its tenants.

All such maintenance and any damage caused by the Contractor's operations to the track or railroad property will require repair immediately upon notification from the Railroad or their designated personnel or Contractor. If the damage affects the track, track structure, railroad facilities, or train operations as determined by the Railroad, the repairs will be performed by the Railroad at the Contractor's expense including all associated costs of delays of the Railroad.

H. Storage of Materials and Equipment:
Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights of way of the Railroad company without first having obtained permission from the Railroad engineer, and such permission will be with the understanding that the Railroad Company will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment.

All grading or construction machinery that is left parked near the track unattended by a watchman shall be effectively immobilized so that it cannot be moved by unauthorized persons. The Contractor shall protect, defend, indemnify and save Railroad, and any associated, controlled or affiliated corporation, harmless from and against all loss, costs, expenses, claim or liability for loss of or damage to property or the loss of life or personal injury, arising out of or incident to the Contractor's failure to immobilize grading or construction machinery.

I. Cleanup:
Upon completion of the work, the Contractor shall remove from within the limits of the Railroad rights of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the Contractor, and leave said rights of way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

6. FLAGGING SERVICES:

A. When Required:
Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations. In general, the requirements of such services will be whenever the Contractor's men or equipment are, or are likely to be, working on the Railroad's right-of-way, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging.

B. Scheduling and Notification:
A minimum of five (5) business days before commencement of work is necessary to schedule a flagman. The Contractor must also contact the Railroad contact identified below well in advance of ordering a flagger for the first time to provide information to the Railroad for billing purposes. Flaggers will not be dispatched until initiation and approval of a billing account. Reimbursement is required for a full 8-hour day for any flagman furnished. In the event that a flagman is required for more than an 8-hour day, reimbursement will be at one hundred dollars per each additional hour. Actual costs for travel, meals, lodging and transportation will be billed at actual costs. Flagging requests should be arranged through:

Heath Mondragon, General Manager
heath.mondragon@gwrr.com
(716) 341-9953

C. Payment:
The Department will reimburse the Railroad Company directly for all cost of flagging which is required on account of construction of the project, within Railroad Company's right-of-way, which is shown in the project plans, or

which is covered by an approved plan revision, supplemental agreement or change order. Any flagging cost deemed to be caused by acts of omission, carelessness, or negligence or unnecessary delays by the Contractor will also be borne by the Department but will be deducted from progress or final payment made to the Contractor.

However, this deduction will be made only after written notification has been given the Contractor by the highway engineer that these flagging costs have been determined to be the Contractor's responsibility. The Contractor will be required to reimburse the Railroad Company for any flagging required on account of work for the benefit of the Contractor, (See Paragraph 7). This includes the flagging required solely for protection of a temporary crossing constructed for the benefit of the Contractor. The Contractor shall be responsible for determining the costs for flagging protection.

D. Verification:
The Railroad flagman assigned to the project will be responsible for notifying the Project Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin, and on the last day that he performs such services for each separate period that services are provided. The Project Engineer will document such notification in the project records. When requested, the Project Engineer will also sign the flagman's diary or report of flagging form showing daily time spent and activity at the project site.

7. HAUL ACROSS RAILROAD

A. Where plans show or imply that materials of any nature must be hauled across a Railroad, unless the plans clearly show that the Department has included arrangements for such haul in its agreement with the Railroad, the Contractor will be required to make all necessary arrangements with the Railroad regarding means of transporting such materials across the Railroad. The Contractor will be required to make all costs incidental to such crossings whether services are performed by his own forces or by Railroad personnel.

B. No crossing may be established for use of the Contractor for transporting materials or equipment across the tracks of the Railroad Company until a private crossing agreement, for the Contractors installation, maintenance, necessary watching and flagging thereof and removal, has been executed between the Contractor and the Railroad.

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the State and the Railroad or will be covered by appropriate revisions to same which will initiated and approved by the State and/or the Railroad.

B. Should the Contractor desire any changes in addition to the above, then he shall make separate arrangements with the Railroad for same to be accomplished at the Contractor's expense.

9. COOPERATION AND DELAYS:

A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging his schedule he shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.

B. No charge or claims of the Contractor against either the Department or the Railroad Company will be allowed for hindrance or delay on account of railway traffic; any work done by the Railway Company or other delay incident to or necessary for safe maintenance of railway traffic or for any delays due to compliance with these special provisions.

10. TRAINMAN'S WALKWAYS:

Along the outer side of each exterior track of multiple operated track, and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending to a line not less than 10' from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during work hours while Railroad's protective service is provided shall be removed before the close of each work day. If there is any excavation near the walkway, a handrail, with 10'-0" minimum clearance from centerline of track, shall be placed.

11. GUIDELINES FOR PERSONNEL ON RAILROAD RIGHT-OF-WAY:

A. All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.

B. No one is allowed within 25' of the centerline of track without specific authorization from the flagman.

C. All persons working near track while train is passing are to lookout for dragging bands, chains and protruding or shifted cargo.

D. No one is allowed to cross tracks without specific authorization from the flagman.

E. All welders and cutting torches working within 25' of track must stop when train is passing.

F. No steel tape or chain will be allowed to cross or touch rails without permission.

12. GUIDELINES FOR EQUIPMENT ON RAILROAD RIGHT-OF-WAY:

A. No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15′ of center line of track without specific permission from railroad official and flagman.

B. No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.

C. All employees will stay with their machines when crane or boom equipment is pointed toward track.

D. All cranes and boom equipment under load will stop work while train is passing (including pile driving).

F. Swinging loads must be secured to prevent movement while train is passing.

F. No loads will be suspended above a moving train.

G. No equipment will be allowed within 25′ of centerline of track without specific authorization of the flagman.

H. Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.

I. No equipment or load movement within 25′ or above a standing train or railroad equipment without specific authorization of the flagman.

J. All operating equipment within 25′ of track must halt operations if the flagman views the operation to be dangerous to the passing train.

K. All equipment, loads and cables are prohibited from touching rails.

L. While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.

M. No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

N. All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.

O. All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

13. INSURANCE:

A. The Contractor will be required to carry insurance in accordance with 103.04 of the Standard Specifications and the Railroad's requirements. In the event this project is awarded to a "joint venture" all insurance, except workman's compensation, shall be carried in the name of the joint venture.

Evidence of insurance as required above shall be furnished to the address shown. The original policies, or certificates, shall be sent to the railroad for its' review. Copies of the transmittal letter and the policies or certificates shall be forwarded to the Department.

RAILROAD POLICY "A"

Department:	Railroads:
Illinois of Transportation	SEE ATTACHMENT "A"

Trains will be operated at a maximum speed of _____ mph through the improvement. The number of trains through the improvement will be ___freight and _____ passenger trains daily.

The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:
(a) Named Insured: SEE ATTACHMENT "A"
(b) Description and Designation:
City of Springfield Contract: INSERT PROJECT DESCRIPTION

B. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor shall be provided by or in behalf of the subcontractor to cover his operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

C. All insurance herein before specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights of way of the Railroad as evidenced by the formal acceptance by the Department. Insuring Companies may cancel insurance by permission of the Department and Railroad or on thirty (30) days written notice to the Railroad and copied to the City of Springfield at the same addresses shown in Par. A above.

14. FAILURE TO COMPLY:
In the event the Contractor violates or fails to comply with any of the requirements of these Special Provisions:

A. The Railroad Engineer may require that the Contractor vacate Railroad property.

B. The Engineer may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

15. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any extra cost incurred on account of compliance with these special provisions. All such cost shall be included in prices bid for other items of the work as specified in the payment items.

ATTACHMENT A

NSURANCE REQUIREMENTS

CONTRACTOR shall, at its expense, procure, prior to commencement of the WORK, and shall maintain in full force and effect until the WORK has been completed and accepted, and shall require all subcontractors likewise to procure and maintain, unless they be covered by CONTRACTOR's insurance, the following kinds and minimum amounts:

1 Workmen's Compensation Insurance with minimum limits of not less than $1,000,000 Bodily Injury by Accident, Each Accident; $1,000,000 Bodily Injury by Disease, Policy Limit; $1,000,000 Bodily Injury by Disease, Each Employee, and includes a waiver of subrogation in favor of RAILROAD.

2 CONTRACTOR's Public Liability, Property Damage Liability Insurance including Products & Completed Operations coverage with a minimum single combined limit of not less than $2,000,000 per occurrence and $6,000,000 aggregate. Coverage shall include Railroad Contractual Liability endorsement ISO GL 24 17 or its equivalent, have a cross-liability clause, name RAILROAD as an additional insured with endorsement ISO GL 20 10, and include a waiver of subrogation in favor of RAILROAD.

3 The CONTRACTOR shall maintain Commercial Automobile Insurance for all owned, non-owned and hired vehicles with a combined single limit of not less than $1,000,000 for Bodily Injury and Property Damage Liability. Such policy shall be endorsed to provide Waiver of Subrogation in favor of RAILROAD and name RAILROAD as Additional Insured. If hauling hazardous materials, policy is to be endorsed with the MCS-90 endorsement.

4 Insurance (except RRPL insurance in Section 6) shall be primary and without right of contribution from other insurance that may be in effect and without subordination. The insurance policies must be underwritten by a company licensed in the state where work is to be performed and carry a minimum Best's rating of "A- VI" or better. Insurance shall not be materially modifiable or cancelable without thirty, (30) days prior written notice to RAILROAD. CONTRACTOR shall furnish RAILROAD with certificates of insurance showing compliance with these insurance provisions ten (10) days prior to the commencement of the WORK which must be signed by an authorized member of the insurance firm and which must show the name of the agreement to which the certificate is applicable

5 If any policies providing the required coverage's are written on a claims-made basis, the following is applicable:

- The retroactive date shall be prior to the commencement of the work
- CONTRACTOR shall maintain such policies on a continuous basis
- If there is a change in insurance companies or policies are canceled or not renewed, CONTRACTOR shall purchase an extended reporting period of not less than three (3) years after the contract completion date.

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CONTRACTOR shall acquire Railroad Protective Public Liability and Property Damage Liability Insurance with limits of $2,000,000 per occurrence, $6,000,000 annual aggregate, with Official name of the subsidiary railroad and Genesee & Wyoming, Inc. as the named insured.

6 Such additional or different insurance as Railroad may require.

Contractor must submit the original Railroad Protective Liability policy, Certificates of Insurance and all notices and correspondence regarding the insurance policies to:

Kristine Storm
VP - Purchasing
13901 Sutton Park Drive South
Suite 270
Jacksonville, FL 32224

Telephone: Office: 904-900-6250
E-mail: Kristine.storm@gwrr.com

LEFT BLANK INTENTIONALLY

INSURANCE APPROVAL REQUEST - To be sent with required evidence of insurance.

TO: Genesee & Wyoming, Inc. Date: _____
13901 Sutton Park Drive South, Suite 270
Jacksonville, FL. 32224
Attn: Kristine Storm
VP - Purchasing

Railroad Agreement With: _____
(State of Illinois or Name of Local Public Agency) (Date) _____

Name of Contractor _____

Project Description: _____

(Provide both Railroad and Contract Project Description using Railroad File and Contract Nos. when available)

Anticipated Starting Date: _____ _____ Completion Date: _____

City: _____ County: _____ State: _____

Division: _____ Sub-Division: _____ M.P.: _____

Attached are Original Railroad Protective Insurance Policy, in duplicate, required to be furnished to Railroad. Please advise if the attached evidence of insurance is satisfactory and complies with the insurance requirements of the agreement.

_____
Contractor

Contractor must show address below and attach self-addressed, stamped envelope)

TO: _____ Date: _____
File: _____

☐ Approved - this is not authority to proceed with work, Please Contact _____ at _____ to arrange clearance to enter Railroad property
☐ Not Approved. Reason:
- ☐ General Liability limits inadequate ($ _____ required).
- ☐ No evidence of Contractual Liability Insurance.
- ☐ No unconditional 30-day notice of cancellation.
- ☐ Other:

☐ Returned for your further handling.
☐ Insufficient information provided Returned without approval.

Genesee & Wyoming Railroad Services, Inc.

_____
Risk Manager

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Exhibit 6

ASSURANCES AND CERTIFICATIONS RELATED TO CITY'S FEDERAL GRANT

Contractor agrees to comply (and require any subcontractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FRA's access to records, accounts, documents, information, facilities, and staff. Contractor must comply with any program or compliance reviews, and/or complaint investigations conducted by the FRA. Contractor must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, contractor must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FRA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Potentially Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS

C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement , the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants under this agreement, as set out below.

1. Instructions for Certification – First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, and implemented through USDOT Order 4200.6, the funds provided under this contract shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely

manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

"Covered Transaction" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

"Felony Conviction" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

"Participant" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

"Tax Delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "SAM") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

[END OF ASSURANCES AND CERTIFICATIONS]

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-69
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Construction Agreement **FISCAL IMPACT:** $ 254,946.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD, ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) AND THE ILLINOIS & MIDLAND RAILROAD, INC. FOR USABLE SEGMENT VIA OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Contract

CONTRACTOR / VENDOR NAME: Illinois & Midland Railroad, Inc. **VENDOR NO:**

CONTRACT TERM: Completion **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $254,946.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:**

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	USVI	2307	$ 254,946.00
2						
3						
4						

FUNDS CHECK BY: Date: 12/6/2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 5 DEC 24
CITY PURCHASING AGENT: Date: 12-6-24

COMMENTS

This ordinance is for approval of an agreement to reimburse Illinois & Midland Railroad, Inc. (I&M) for their costs and allow City's contractor to work on I&M property. The agreement is for public purposes, specifically associated with Usable Segment VIA of the Springfield Rail Improvements Project. Costs will be reimbursed by a federal RAISE grant.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

2024-525

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SANGAMON COUNTY FOR USABLE SEGMENT IIIC OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield and Sangamon County desire to enter into an agreement to construct a new transportation center; and

WHEREAS, this agreement is for public purposes, specifically associated with Usable Segment IIIC of the Springfield Rail Improvements Project; and

WHEREAS, costs will be fully reimbursed by a the federal Consolidated Rail Infrastructure and Safety Improvements ("CRISI") grant; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of an agreement between the City of Springfield and Sangamon County for Usable Segment IIIC of the Springfield Rail Improvements Project. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Sangamon County in an amount not to exceed $95,200,000.00 from account number 041-110-GAST-USVI-2307 upon satisfactory performance of the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED:_____**, 2024**

RECORDED:_____**, 2024**

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2024**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\Public Works\2024\Agreement\Sangamon County SRI Usable Segment IIIC $95,200,000.00.doc

AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND

SANGAMON COUNTY FOR THE CONSTRUCTION

OF THE WEST SIDE TRANSPORTATION CENTER

This Agreement is made and entered into between the City of Springfield, Illinois, hereinafter referred to and the City, and Sangamon County, Illinois, hereinafter referred to as the County. The City and County jointly propose to construct the West Side Transportation Center.

WHEREAS, the City and County have been working together to relocate the Third Street rail corridor carrying Amtrak and Union Pacific trains adjacent to the Norfolk Southern (NSRR) Tenth Street rail corridor and such relocation requires the construction of a new Amtrak Station.

WHEREAS, the County has completed the construction of the East Side Transportation Center which provides a new Sangamon Mass Transit District transfer facility including intercity bus.

WHEREAS, the City and County have cooperated in the completion of the construction plans for a new West Side Transportation Center.

WHEREAS, the West Side Transportation Center will provide a new Amtrak Station, a Parking Garage for Amtrak passengers, a new grade separated double track Amtrak platform, and a Pedestrian Bridge connecting the West Side Transportation Center to the recently completed East Side Transportation Center all of which are eligible for state and federal transportation funding.

WHEREAS, the County at its expense proposes to expand the West Side Transportation Center with an expanded Parking Garage for County Building visitors and employees along with a new County Square to connect the County Building, Amtrak Station, Pedestrian Bridge with the new Parking Garage.

WHEREAS, the City and County have through separate agreements transferred all required property and easements for the construction of a new West Side Transportation Center.

WHEREAS, the City has been designated by the United State Department of Transportation, Federal Railroad Administration to receive a $157 million FFY 2024/2024 CRISI grant that includes the federal funding necessary to construct the West Side Transportation Center and has requested pre-award spending authority from the FRA to begin construction as soon as practicable.

NOW THEREFORE BE IT RESOLVED, that the City and County Agree to the following:

1. The County will advertise, let, and award the contracts necessary to construct the West Side Transportation Center compliant with the Illinois Department of Transportation Bureau of Local Roads local letting procedures for federal aid projects.

2. The County, to the maximum extent reasonable, will make use of Project Labor Agreements to minimize construction disruption risk, encourage Disadvantage Business Enterprise participation in construction, undertake diversity and work force development initiatives.

3. The budget for the construction of the West Side Transportation Center is shown in Exhibit C.

4. This Agreement includes the following federal eligible scope for construction of the West Side Transportation Center:

    a. Amtrak Station, County Square, and Solar Array construction. Total estimated cost is $48.5 million. Federal transportation eligible costs to be reimbursed by the City are 83.13 percent of total costs for the Amtrak Station, County Square and Solar Array based on the ratio of transportation specific square footage (21,338) for the Amtrak Station and pedestrian bridge access and the non-transportation specific square footage (4,329) of the County Square.
    b. Amtrak Platforms and Pedestrian Bridges construction from the West Side Transportation Center to the East Side Transportation Center. Total estimated cost is $24.0 million. Federal transportation eligible costs are 100% percent of total costs. The County will initially provide $3.25 million in transportation eligible match. The remainder of the transportation eligible cost will be reimbursed by the City.
    c. Parking Garage construction. Total estimated cost is $25.2 million. Federal transportation eligible costs to be reimbursed by the City are 28.38% of total Parking Garage Construction costs based on the number of federal transportation eligible parking spaces (172) versus total parking spaces in the garage (606).
    d. Sitework construction. Total estimated cost is $10.9 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total costs based on the 100% plans cost estimate of transportation eligible costs for the Amtrak Station, Solar Array, Pedestrian Bridges and Platforms, and Parking Garage, versus total costs for those same items.
    e. Digital Components construction. Total estimated cost is $4.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation procedure.
    f. 1908 Race Riot Display construction. Total estimated cost is $0.2 million. Federal eligible transportation costs to be reimbursed by the City are 73.15% of total cost – see item d. above for cost allocation methodology.
    g. Construction Observation professional services. Total estimated costs are $2.3 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.

h. NSRR Force Account Construction. The estimated total cost is $0.9 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.
i. Construction Manager professional services. The estimated total cost is $9.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above for cost allocation methodology.
j. Utility Adjustments construction. The estimated total cost is $0.5 million. Federal transportation eligible costs to be reimbursed by the City are 73.15 percent of total cost – see item d. above.
k. Amtrak Plan Review Preliminary Engineering costs incurred prior to the date of the Transportation Center Construction Contracts letting. The estimated cost is $100,000. IDOT eligible Preliminary Costs to be reimbursed by the City are 100% of total cost.
l. Amtrak Station Material and Equipment Reimbursement; and Amtrak Labor Costs incurred after the date of Transportation Center Construction Contracts letting. The estimated total cost is $1,600,000. Federal eligible costs to be reimbursed by the City are 100% of total cost.

The above costs and percentages are estimates that will be adjusted for billing based on the bids received and contract award amounts and approved change orders.

5. Total federal transportation eligible actual costs to be reimbursed by the City under this agreement shall not exceed $95,200,000 including contingency for actual versus estimated cost. 100% of the funds paid by the City to the County shall be reimbursed by the Federal Railroad Administration as part of a Cooperative Grant Agreement between the two agencies or by the Illinois Department of Transportation (IDOT) as part of the Series B Bond PE/ROW Local Participation Agreement. No County costs except costs incurred under 4k. above incurred before the date of Federal Railroad Administration approval of Pre-Award costs are eligible for reimbursement by the City or federally eligible County match. The City will notify the County of the date of that FRA pre-award cost approval. All costs incurred under 4k. above are eligible for reimbursement from IDOT.

6. The County agrees:

a. To maintain or cause to be maintained the completed improvement.
b. To comply with all applicable Executive Orders and Federal laws and regulations pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
c. To maintain for a minimum of 3 years after final grant close out by the Federal Railroad Administration (FRA), adequate books, records and supporting documents to verify the amounts, 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 City and FRA. The County agrees to cooperate fully with any audit conducted by the City and FRA, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the City for recovery of any funds paid by the City under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.

d. The County is responsible for payment of expenses outlined in Section 5 of this agreement prior to requesting reimbursement from the City for federal eligible costs.
e. The County is responsible for reimbursing the City for any reimbursed costs deemed ineligible for federal participation by the Federal Railroad Administration or state participation by the Illinois Department of Transportation
f. The County is responsible for payment of the eligible non-federal costs outlined in Section 5.b. of the Agreement and documenting those cost for the City.
g. Certifies to the best of its knowledge and belief that it's officials:
    i. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
    ii. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
    iii. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
    iv. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.

h. To include the certifications, listed in item e. above, and all other certifications required by State and Federal statutes, in every contract, including procurement of materials and leases of equipment.

i. The execution of this agreement constitutes the County's certification that:
    i. No federal appropriated funds have been paid or will be paid, by or on

behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or any cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

iii. The County shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

j. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.

k. For reimbursement requests the County will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount. County invoice requests to the City will be submitted with sequential invoice numbers. The County shall accumulate and invoice reimbursable federal eligible costs and federally eligible match based on the scope identified in Section 5 of this agreement

l. The County will submit to the City a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than four (4) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed.

m. The project end date is three years from the date of the execution of this agreement.

n. The County shall have an audit made in accordance with 2 CFR 200. A copy of the audit report must be submitted to the City within 30 days after the completion of the audit, but no later than one year after the end of the County's fiscal year. The CFDA number for FRA CRISI funded construction activities is 20.325.

o. That the County is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: https://www.sam.gov/SAM/.

p. The County agrees to comply, as applicable, with FRA EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS and EXHIBIT B: ADDITIONAL STANDARD TERMS which are attached to and made part of this Agreement.

7. The City agrees:

a. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the County's certification of compliance with Title II and III Requirements.

b. To reimburse the County for the IDOT share of actual eligible costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the County.

c. To reimburse the County for the federal share of actual eligible costs on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the County.

8. It is mutually agreed:

a. Construction of the project will utilize domestic steel as required by federal Buy America provisions.

b. That this Agreement and the covenants contained herein shall become null and void in the event that the FRA does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.

c. This agreement shall be binding upon the parties, their successors and assigns.

d. The County shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in

the administration of its DBE program or the requirements of 49 CFR part 26. The County shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The County's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement.

e. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

This Agreement is approved and executed this day of _____2024.

BY:

County of Sangamon

_____
Chairman, Sangamon County Board

City of Springfield

_____
Mayor

2024-526

EXHIBIT A: APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this Agreement, the Recipient assures and certifies, with respect to this award, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this Agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this Agreement include, but are not limited to, the following:

GENERAL FEDERAL LEGISLATION

a. Davis-Bacon Act - 40 U.S.C. § 3141 et seq.
b. Federal Fair Labor Standards Act - 29 U.S.C. § 201 et seq.
c. Hatch Act - 5 U.S.C. § 1501 et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 - 42 U.S.C. § 4601 et seq.
e. National Historic Preservation Act of 1966- Section 106 - 54 U.S.C. § 306108
f. Archeological and Historic Preservation Act of 1974 - 54 U.S.C. §§ 312501-312508
g. Native American Graves Protection and Repatriation Act - 25 U.S.C. § 3001 et seq.
h. Clean Air Act, P.L. 90-148, as amended - 42 U.S.C. § 7401 et seq.
i. Section 404 of the Clean Water Act, as amended - 33 U.S.C. § 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended - 16 U.S.C. § 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended - 16 U.S.C. § 1451 et seq.
l. Flood Disaster Protection Act of 1973, Section 102{a) - 42 U.S.C. § 4012a
m. Age Discrimination Act of 1975 - 42 U.S.C. § 6101 et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
p. Architectural Barriers Act of 1968 - 42 U.S.C. § 4151 et seq.
q. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 - 42 U.S.C. § 8373
r. Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701 et seq.
s. Copeland Anti-kickback Act, as amended - 18 U.S.C. § 874 and 40 U.S.C. § 3145
t. National Environmental Policy Act of 1969 - 42 U.S.C. § 4321 et seq.
u. Wild and Scenic Rivers Act, P.L. 90-542, as amended - 16 U.S.C. § 1271 et seq.
v. Federal Water Pollution Control Act, as amended - 33 U.S.C. §§1251-1376
w. Single Audit Act of 1984 - 31 U.S.C. § 7501 et seq.
x. Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101 et seq.
y. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. §§ 1681-1683 and §§ 1685-1687
z. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
aa. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. § 2000d et seq.
bb. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions - 31 U.S.C. § 1352
cc. Freedom of Information Act - 5 U.S.C. § 552, as amended
dd. Magnuson-Stevens Fishery Conservation and Management Act - 16 U.S.C. § 1801 et seq.
ee. Farmland Protection Policy Act of 1981- 7 U.S.C. § 4201 et seq.
ff. Noise Control Act of 1972 - 42 U.S.C. § 4901 et seq.
gg. Fish and Wildlife Coordination Act of 1956 - 16 U.S.C. § 661 et seq.

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hh. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 - 33 U.S.C. §§ 401 and 525
ii. Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303
jj. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended - 42 U.S.C. §§ 9601-9657
kk. Safe Drinking Water Act - 42 U.S.C. §§ 300f to 300j-26
ll. The Wilderness Act-16 U.S.C. §§ 1131-1136
mm. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 - 42 U.S.C. § 6901 et seq.
nn. Migratory Bird Treaty Act 16 U.S.C. § 703 et seq.
oo. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252)
pp. Cargo Preference Act of 1954 - 46 U.S.C. § 55305
qq. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232
rr. Efficient Environmental Reviews - 23 U.S.C. § 139
ss. Grant Conditions - 49 U.S.C. § 22905
tt. Build America, Buy America Act - Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298

EXECUTIVE ORDERS

a. Executive Order 11246- Equal Employment Opportunity
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11988 - Floodplain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12549 - Debarment and Suspension
f. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 - Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985-Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 - Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 - Tackling the Climate Crisis at Home and Abroad

GENERAL FEDERAL REGULATIONS

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards- 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment- 2 C.F.R. Parts 180, 1200
c. Investigative and Enforcement Procedures -14 C.F.R. Part 13
d. Procedures for predetermination of wage rates - 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States - 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act)- 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department

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of Labor {Federal and federally assisted contracting requirements) - 41 C.F.R. Parts 60 et seq.

h. New Restrictions on Lobbying- 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964 - 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs - 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation - 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors - 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace {Financial Assistance) - 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A- 49 C.F.R. Parts 37 and 38
r. Environmental Impact and Related Procedures- 23 C.F.R. Part 771
s. Procedures Implementing Section 4(f) of the Department of Transportation Act- 23 C.F.R. Part 774

Specific assurances required to be included in the Agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this Agreement.

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EXHIBIT B: ADDITIONAL STANDARD TERMS

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EXHIBIT 8.1: TITLE VI ASSURANCES

TITLE VI ASSURANCE
Implementing Title VI of the Civil Rights Act of 1964, as amended

ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By signing and submitting the Application and by entering into this Agreement, the Recipient **HEREBY AGREES THAT,** as a condition to receiving Federal financial assistance from the Federal Railroad Administration (FRA), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);*
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement ofTitle VI ofthe Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the **"Acts"** and **"Regulations,"** respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

> *"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including FRA.*

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The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements {The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 {b) and 21.23 {e) of 49 C.F.R. § 21 will be {with regard to an "activity") facilitated, or will be {with regard to a "facility") operated, or will be {with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

   "The Recipient, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 {78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4} and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

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a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing FRA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by FRA. You must keep records, reports, and submit the material for review upon request to FRA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the FRA under this Agreement. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the program or project funded under this Agreement.

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APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally assisted programs of the U.S. Department of Transportation, Federal Railroad Administration (FRA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or FRA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or FRA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or FRA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or FRA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the

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contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

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APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), 23 U.S.C. § 117 and the policies and procedures prescribed by the Federal Railroad Administration (FRA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed[,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

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APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

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APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

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EXHIBIT 8.2: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS-- PRIMARY COVERED TRANSACTIONS

2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FRA approval or that is estimated to cost $25,000 or more-as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Application and by entering into this Agreement, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants, as set out below.

1. Instructions for Certification - First Tier Participants:

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FRA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "civil settlement," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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EXHIBIT 8.3: REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "Covered Transaction" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "Felony Conviction" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "Participant" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "Tax Delinquency" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the **"SAM"**) at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

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(1) Certify whether the entity has a Tax Delinquency; and

(2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

(1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

(2) an entity provides an affirmative response to either certification in section 3; or

(3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

(a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

(b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

(c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

(1) require the SAM check in section 2;

(2) require the certifications in section 3;

(3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

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EXHIBIT 8.4: RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, **"Motor Vehicles"** means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, **"Driving"** means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, **"Text messaging"** means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the **"Government"** includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving-

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

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(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

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EXHIBIT 8.5: EQUIVALENT LABOR PROTECTIONS UNDER 49 U.S.C. 2290S(c)(2)(B)

This Exhibit provides guidance on the protective arrangements equivalent to the protective arrangements established under Section 504 of the Railroad Revitalization Reform Act of 1976, with respect to employees affected by actions taken in connection with a Project financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B). Fluctuations and changes in volume or character of employment brought about solely by other causes are not within the scope of this Exhibit.

1. **Definitions.** Whenever used in this Exhibit, capitalized terms shall have the meanings below:

(a) "Average Monthly Compensation" means the total compensation received by a Displaced Employee or a Dismissed Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement or dismissal, divided by twelve (12). The Average Monthly Compensation shall be adjusted to reflect subsequent general wage increases.

(b) "Average Monthly Time" means the total number of hours worked by a Displaced Employee during the last twelve (12) months in which they were employed immediately preceding the date of their displacement, divided by twelve (12).

(c) "Day" means one 24-hour calendar day (including holidays and weekends) for purposes of calculating deadlines and other timeframes in this Exhibit.

(d) "Displaced Employee" means a Protected Employee who remains employed by a Railroad but, as a result of a Project, is placed in a worse position with respect to compensation and rules governing working conditions. A Protected Employee's status as a Displaced Employee begins on the date said employee is harmed.

(e) "Dismissed Employee" means a Protected Employee who: (1) as a result of a Project, is deprived of employment with the Railroad because (i) the Railroad eliminates the Protected Employee's position, or (ii) the Railroad eliminates another employee's position (and that employee's exercise of seniority rights results in the Protected Employee's inability to secure another position by the exercise of the Protected Employee's seniority rights); and (2) is unable to secure another position by exercise of their seniority rights A Protected Employee's status as a Dismissed Employee begins on the date said employee is deprived of employment.

(f) "Project" means any action financed in whole or in part with financial assistance subject to 49 U.S.C. § 22905(c)(2)(B).

(g) "Protected Employee" means an employee of a Railroad who is affected by actions taken pursuant to a Project, whether the Project is initiated by a Railroad or a Recipient. If a Railroad rearranges or adjusts its forces in anticipation of a Project with the purpose or effect of depriving an employee of benefits to which they otherwise would have become entitled under this Exhibit, then that employee is a Protected Employee under this Exhibit. An employee's status as a Protected Employee shall continue for the duration of the applicable Protective Period. An employee who solely benefitted as a result of a Project shall not be a Protected Employee under this Exhibit.

(h) "Protective Period" means that period during which a Displaced Employee or a Dismissed Employee is provided the protections described in this Exhibit. The Protective Period begins

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on the date an employee of a Railroad is displaced or dismissed and ends after six (6) years. However, the Protective Period for any particular employee shall not continue longer than the period of time the Railroad employed the employee prior to the date of their displacement or dismissal. For purposes of this Exhibit, an employee's length of service shall be determined in accordance with the provisions of Section 7(b) of the Washington Job Protection Agreement of May 1936, as amended.

(i) "Recipient" means any person or entity receiving financial assistance subject to the requirements of 49 U.S.C. § 2290S(c), including grantees, subrecipients, contractors, and subcontractors.

(j) "Railroad" means (1) a railroad carrier as defined in 49 U.S.C. § 20102(3), or (2) any person deemed a rail carrier pursuant to 49 U.S.C. § 22905(b).

2. Flow Down.

(a) In accepting financial assistance for a Project, the Recipient is responsible for ensuring the compliance with the protections provided in this Exhibit. The Recipient shall make the acceptance of this Exhibit a condition of any new contract (or incorporate its terms into any existing contract by amendment) that uses funds subject to the requirements of 49 U.S.C. § 22905(c). These conditions shall apply to a Recipient, any Railroad and any contractor of any tier with which the Recipient contracts using funds subject to the requirements of 49 U.S.C. § 22905(c).

(b) The Recipient shall require in an agreement (either in a new agreement or as an amendment to an existing agreement) with a Railroad owning the right-of-way to be improved by a Project that the Railroad notify its employees (or their representatives) of the Project being funded with financial assistance subject to 49 U.S.C. § 2290S(c) and the applicability of these protections.

(c) Any Railroad employee (or their representatives) may notify a Recipient of a dispute or controversy relating to the requirements of this Exhibit to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

3. Collective Bargaining Agreements.

(a) **Existing Agreements.** The rates of pay, rules, working conditions, and all collective bargaining and other rights, privileges, and benefits (including continuation of pension rights and benefits) of a Railroad's employees under applicable laws, regulations, and/or existing collective bargaining agreements shall be preserved and remain applicable unless changed by future collective bargaining agreements or applicable statutes or regulations. As applied to the regulation of subcontracting by the Railroads of a Project, the provisions of this section shall mean that a determination of whether or not such work validly may be subcontracted by a Railroad shall not be affected by the fact that the work is being financed by funds subject to the requirements of 49 U.S.C. § 22905(c)(2)(B). Nothing in this Exhibit shall be construed as depriving any Railroad employee of any rights or benefits or eliminating any obligations that such employee may have under any existing contractual or statutory arrangement, including job security agreements, protective conditions, or arrangements.

(b) **Election by Protected Employee.** Where a Protected Employee is eligible for protections under both this Exhibit and another contractual or statutory arrangement, the Protected Employee shall elect between the protection under this Exhibit and protection under such other arrangement. After

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such an election, the Protected Employee shall be protected only by the arrangement that they elect. The Protected Employee shall not be entitled to any protection or benefit (regardless of whether such benefit is duplicative) under the arrangement that they do not elect. However, if the elected protection expires pursuant to the terms of the arrangement that governs the elected protection, the Protected Employee is entitled to protection under the arrangement not originally elected for the remainder, if any, of the Protective Period.

4. Change in Operations, Services, Facilities, or Equipment.

(a) **Notice.** When a Railroad contemplates a change or changes in its operations, services, facilities, or equipment as a result of a Project, which may cause the dismissal or displacement of Protected Employees or rearrangement of forces involving such employees, it shall give at least sixty (60) days' written notice of such intended changes to both Protected Employees and their duly authorized representatives (if applicable). Such notice shall contain a full and adequate description of the proposed changes, including an estimate of the number of Protected Employees of each class affected by the intended changes.

(b) **Negotiations.**

(i) Initiation of Negotiation. Within sixty (60) days after the Railroad issues a notice under Section 4(a) of this Exhibit, the Railroad or the Protected Employees (or their representatives) may, by written notice to the other party, request a meeting and opportunity to negotiate an agreement with respect to the application of the terms and conditions of this Exhibit. These negotiations shall commence within fourteen (14) days from the receipt of such request.

(ii) Subject of Negotiations. Each change to rail operations, services, facilities, infrastructure, or equipment (including rights-of-way, track, and signal and crossing systems) that may result in dismissal or displacement of Protected Employees or rearrangement of forces involving such employees shall be subject to review and negotiation by the parties, but only to the extent necessary to ensure compliance with this Exhibit. For any contemplated rearrangement of rail forces, the Railroad and the representative(s) of the Protected Employees shall agree on the method of selection of employees to be moved, and the assignment of those employees to new roles.

(c) **Arbitration.** If the Railroad and the representative(s) of the Protected Employees fail to agree within forty-five (45) days from the initial meeting and opportunity to negotiate, either party may submit the dispute for arbitration in accordance with the following procedures:

(i) Notice & Selection of Arbitrator. Within ten (10) days after either party has notified the other in writing of their desire to submit the dispute for arbitration, the parties shall select a neutral arbitrator. If the parties cannot agree upon the selection of said arbitrator, then the parties shall submit a request to the National Mediation Board to appoint an arbitrator. In either case, a hearing shall be scheduled no later than thirty (30) days after an arbitrator has been appointed.

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(ii) Binding Decision. The decision of the arbitrator shall be final, binding, and conclusive and shall be rendered within thirty (30) days from the date of the commencement of the hearing of the dispute.

(iii) Expenses. The salary and expenses of the arbitrator shall be borne equally by the parties to the proceeding; all other expenses shall be paid by the party incurring them.

(d) **Implementation.** If a notice is issued under Section 4(a), the Railroad shall not implement such a change or changes until: (i) sixty (60) days after the notice in accordance with Section 4(a), if no party requests a meeting and opportunity to negotiate; (ii) the parties reach agreement pursuant to Section 4(b), if a party requests a meeting and opportunity to negotiate; or (iii) a referee has rendered a decision pursuant to Section 4(c).

5. Protections for Displaced Employees

(a) **Displacement Allowances.**

(i) In General. If a Displaced Employee is unable, in the normal exercise of such employee's seniority rights under existing agreements, rules and practices, to obtain a position that is compensated equal to or exceeding the compensation the Displaced Employee received in the position from which such employee was displaced, then the Displaced Employee shall, during the Protective Period, be paid a monthly displacement allowance equal to the difference between the monthly compensation received by the Displaced Employee in the position in which such employee is retained and the Average Monthly Compensation received by the Displaced Employee in the position from which such employee was displaced (the "Displacement Allowance").

(ii) Application of Displacement Allowance. If a Displaced Employee's compensation in that employee's retained position is less in any month in which such employee performs work than the Average Monthly Compensation, then the Displaced Employee shall be paid the difference between the current compensation and the Average Monthly Compensation. However, the Displacement Allowance shall be reduced by the Displaced Employee's time lost as a result of voluntary absences, to the extent that the Displaced Employee is not available for service equivalent to the Displaced Employee's Average Monthly Time. If, on the other hand, the Displaced Employee, in such employee's retained position, works in excess of the Average Monthly Time in any given month, then the Displaced Employee shall be additionally compensated for such excess time at the rate of pay of the employee's retained position. If a Displaced Employee fails to exercise their seniority rights to secure another position available to the employee which does not require a change in such employee's place of residence, to which the employee is entitled under the working agreement, and which carries a rate of pay and compensation exceeding those of the position that the employee elects to retain, then the Displaced Employee shall thereafter be treated for the purposes of this section as occupying the position such employee elects to decline.

(iii) Early Expiration. The Displacement Allowance shall cease prior to the expiration of the Protective Period in the event of the Displaced Employee's resignation, death, retirement, or dismissal for justifiable cause.

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(b) **Moving Expenses.** Any Protected Employee retained in the service of a Railroad, or who is later restored to service after being entitled to receive a Dismissal Allowance, and is required to change the point of such employee's employment as a result of the Project, and within the employee's Protective Period is required to move the employee's place of residence, shall be reimbursed for all expenses of moving the employee's household and other personal effects, including travel expenses, temporary living expenses, and any actual wage loss during the time necessary to make the move, and for a reasonable time thereafter, not to exceed five (5) days.

(i) Prior Agreement. The exact extent of the responsibility of a Railroad under this Section and the ways and means of transportation shall be agreed upon in advance by the Railroad and the Protected Employee or their representatives.

(ii) Exception. Changes in residence that are not a result of a Project, which are made after the initial change and that grow out of the normal exercise of seniority rights, are not within the purview of this Section.

(iii) Furloughed Employees. The Railroad shall, to the same extent provided above, assume the moving expenses outlined in Section S(b) for an employee furloughed within three (3) years after changing such employee's point of employment as a result of a Project, who elects to move their place of residence back to their original point of employment.

(iv) Reimbursement. A claim for reimbursement shall be paid under the provisions of this Section within sixty (60) days after it is submitted, unless disputed by the Railroad, but no claim shall be paid if presented to the Railroad more than ninety (90) days after the date on which the expenses were incurred.

(c) **Losses from Home Sale or Contract Termination.** Any Displaced Employee who is retained in the service of a Railroad (or who is later restored to service after being entitled to receive a dismissal allowance), and who is required to change the point of such employee's employment during the Protective Period as a result of a Project, is entitled to the following:

(i) Home Sale for Less Than Fair Market Value. If the Displaced Employee owns their place of residence in the locality from which such employee is required to move, then at the Displaced Employee's option, the Railroad shall reimburse the Displaced Employee for the difference between the actual sale price and the fair market value of the employee's place of residence. The Railroad shall pay such difference within sixty (60) days after the Displaced Employee has filed a claim for such loss in accordance with Section S(c)(vi), unless a controversy arises as to which Section S(c)(vii) applies. In each case, the fair market value of the home in question shall be determined without consideration of the Project. The Railroad shall in each instance be afforded an opportunity to purchase the home at such fair market value before it is sold by the Displaced Employee to any other person.

(ii) Election to Receive Closing Costs. The Displaced Employee may elect to waive the provisions of Section S(c)(i) and to receive, in lieu thereof, an amount equal to the closing costs that are customarily paid for and assumed by a seller of real estate in the jurisdiction in which the employee's residence is located. Such costs shall include customary fees paid to a licensed realtor (not to exceed six percent (6%) of the final sale price) and any prepayment penalty required by any mortgagor or beneficiary of a deed of trust. Such costs shall not include

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the payment of any mortgage discount points or similar interest discount fees by the Displaced Employee.

(iii) Pending Contract to Purchase. If a Displaced Employee has entered into a contract to purchase a place of residence, but due to a Project must cancel that contract, the Railroad shall indemnify the Displaced Employee against any losses due to such cancellation, and shall relieve the Displaced Employee from any further obligation under the contract.

(iv) Unexpired Lease. If the Displaced Employee holds an unexpired lease of a dwelling as the employee's primary place of residence, and the Displaced Employee must cancel the lease due to a Project, the Railroad shall indemnify the Displaced Employee from all costs and liability arising from said cancellation.

(v) Exclusions. Any change in residence that is not due to or caused by a Project, or that resulted from the normal exercise of a Protected Employee's seniority rights, shall not be within the purview of this Section.

(vi) Notification of Claims. A Displaced Employee shall notify, in writing, the Railroad of such employee's claim arising from this Section S(c) within one (1) year of the date the Displaced Employee's claim accrues.

(vii) Home Value Disagreements. In the event of disagreement between a Railroad and a Displaced Employee as to the value of a Displaced Employee's claim, either party (or their representatives) may request, in writing, a joint conference to resolve the disagreement.

A. Real Estate Appraisers. If the parties are unable to resolve the disagreement, either party may refer the disagreement to two licensed real estate appraisers, one of whom shall be selected by the Displaced Employee (or such employee's representatives), and one of whom shall be selected by the Railroad. If the two selected real estate appraisers are unable to agree on a valuation within thirty (30) days, the selected real estate appraisers shall designate (or agree to a method by which to select) a third licensed real estate appraiser within ten (10) days. If unable to agree on a selection, either party may request the National Mediation Board to designate within twenty (20) days a third licensed real estate appraiser. A decision by two of the three licensed real estate appraisers shall be required to determine the value in dispute. Said decision shall be final and conclusive.

B. Payment of Expenses. The salary and expenses of the third or neutral appraiser shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.

(d) **Failure to Exercise Seniority Rights.** If a Displaced Employee is able but does not exercise such employee's seniority rights to secure another position that does not require a change in the employee's primary place of residence, the Displaced Employee shall not be entitled to moving expenses or protections due to the sale of a home outlined in Sections S(b)&(c).

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6. Protections for Dismissed Employees.

(a) **Dismissal Allowance.** A Dismissed Employee shall be paid a monthly dismissal allowance from the date they are deprived of employment through the Protective Period.

(i) Monthly Dismissal Allowance Calculation. The monthly dismissal allowance shall be equivalent to the Average Monthly Compensation received by the Dismissed Employee in the last twelve (12) months of employment prior to the employee's dismissal.

(ii) Submission of Claim. A claim for the initial month of a dismissal allowance shall be paid within ninety {90) days and a claim for a subsequent month shall be paid within sixty {60) days after the claim is filed by the Dismissed Employee, unless the claim is disputed by the Railroad pursuant to Section 8 of this Exhibit.

(iii) Reduction or Suspension of Dismissal Allowance. If a Dismissed Employee accepts new employment (or reemployment by the dismissing Railroad) during the Protective Period, the dismissal allowance shall be reduced such that the accepted monthly compensation at the then-current position (including any unemployment insurance compensation received) plus the dismissal allowance is equivalent to the Dismissed Employee's Average Monthly Compensation. If the compensation of the Dismissed Employee's then-current employment is greater than the dismissal allowance, the dismissal allowance shall be suspended. Such reduction or suspension shall continue for the duration of the Protective Period, unless and until the Dismissed Employee's then-current compensation is reduced or eliminated. Prior to dismissal, such Dismissed Employee (or their representative) and the dismissing Railroad shall agree upon a procedure by which such Railroad shall be informed of the earnings and benefits of such Dismissed Employee in their new position of employment.

(iv) Early Termination. The dismissal allowance shall cease prior to the expiration of the Protective Period in the event of the Dismissed Employee's resignation, death, retirement, dismissal for justifiable cause under existing agreements, failure without good cause to return to service after being notified in accordance with an applicable working agreement, or failure without good cause to accept a comparable position that does not require a change of residence, for which the Dismissed Employee is qualified and eligible with the Railroad from which such employee was dismissed after being notified, if the employee's return does not infringe upon employment rights of other employees under a working agreement.

(b) **Separation Allowance.** A Dismissed Employee may, at such employee's option, within seven (7) days of dismissal or an arbitration award establishing the employee's status as a Dismissed Employee, resign and (in lieu of all other benefits and protections provided in this Exhibit) accept a lump sum payment computed in accordance with Section 9 of the Washington Job Protection Agreement of May 1936, as amended.

(c) **Priority of Employment or Re-Employment.** Any Protected Employee whose employment is terminated or who is furloughed as a result of a Project shall, if they so request, be granted priority of employment or re-employment to fill a position comparable to that which they held on the Railroad (even if in a different craft or class), so long as they are qualified, or by training or retraining can become physically and mentally qualified, for the position. However, such priority of

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employment or re-employment must not be in contravention of any relevant collective bargaining agreements.

(i) **Training or Re-Training.** In the event such training or retraining is requested by a Protected Employee pursuant to Section 6(c), the Railroad shall provide such training or retraining at no cost to the Protected Employee.

(ii) **Waiver of Protections.** If a Protected Employee who has made a request under Section 6(c) fails without good cause within ten (10) days to accept an offer of a comparable position for which such employee has satisfactorily completed such training, the Protected Employee shall, upon the expiration of such ten (10) day period, forfeit all rights and benefits under this Exhibit.

7. Fringe Benefits. No Protected Employee shall be deprived during the Protective Period of any (non-salary) rights, privileges, or benefits attached to such employee's previous employment under the terms and conditions of an existing employment agreement (including, but not limited to, free transportation, hospitalization, pensions, insurance, or vacation benefits), so long as such rights, privileges, or benefits continue to be accorded to other employees of the Railroad, in active service or on furlough as the case may be, to the extent that such rights, privileges, or benefits can be so maintained under present authority of law, corporate action, or through future authorization.

8. Arbitration of Disputes.

(a) **Scope.** Any dispute under these conditions not settled by the relevant parties will be resolved in arbitration as provided herein. In the event a Railroad and the Protected Employee(s) (or their representatives) cannot settle a dispute or controversy with respect to the interpretation, application, or enforcement of any provision of this Exhibit (other than those Sections of this Exhibit that provide for another means of dispute resolution) within thirty (30) days after the dispute arises, either party may refer the dispute to an arbitration committee. The affected Protected Employee(s) (or their representatives) may notify a Recipient of a dispute or controversy under this Section 8 to ensure compliance with 49 U.S.C. § 22905(c)(2)(B).

(b) **Notice.** The party referring the dispute to an arbitration committee shall notify the other party in writing of its intent to refer a dispute or controversy to an arbitration committee.

(c) **Selection of Members.** Within ten (10) days of receipt of the written notice, each party to the arbitration shall select one (1) member of the committee, and the members thus chosen shall select an additional, neutral member to serve as chairman. If any party fails to select its member of the arbitration committee within the prescribed time limit, the general chairman of the involved labor organization or a senior officer designated by the Railroad or the Recipient, as the case may be, shall be deemed the selected member. Should the members be unable to agree upon the appointment of the neutral member within ten (10) days, the parties shall then within an additional ten (10) days agree to a method by which a neutral member shall be appointed; failing such agreement, either party may request the National Mediation Board to designate within twenty (20) days the neutral member whose designation will be binding upon the parties.

(d) **Multiple Representatives.** In the event a dispute involves more than one labor organization, each will be entitled to a representative on the arbitration committee, in which event the Railroad or Recipient may appoint additional representatives equivalent to the number of labor

2024-526

organization representatives; provided, however, that the decision in such case shall be made by the neutral member.

(e) **Decisions Binding.** The decision, by majority vote except as provided otherwise in paragraph (d) of this Section, of the arbitration committee shall be final, binding, conclusive, and rendered within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed.

(f) **Expenses.** The salaries and expenses of the neutral member shall be borne equally by the parties to the proceeding, and all other expenses shall be paid by the party incurring them.

9. Classification of a Protected Employee. In the event an employee (or their representatives) cannot settle a dispute or controversy with the Railroad or the Recipient as to whether or not a particular employee would be affected by a Project, either party may refer the dispute to an arbitration committee within thirty {30) days after the dispute arises pursuant to the arbitration procedures in Section 8. For any such dispute, the employee of a Railroad shall have the burden to identify, with reasonable specificity, the Project that allegedly affected them, and to specify the pertinent facts of that Project, including the change or changes resulting from the Project that allegedly affected them. The burden shall then shift to the Railroad or Recipient to show that factors other than a change resulting from the Project affected the employee. The employee shall prevail on this issue if it is established that the Project had an effect upon the employee, even if other factors also may have affected the employee.

10. Resolution of Disputes for Non-Bargaining Unit Protected Employees. Any Protected Employee who is not represented by a labor organization shall be afforded substantially the same levels of protection as are afforded to members of labor organizations under this Exhibit. In the event any dispute arises between a Railroad and an employee not represented by a labor organization with respect to the interpretation, application, or enforcement of any provision of this Exhibit that cannot be settled by the parties within thirty (30) days after the dispute arises, either party may, as an alternative to the dispute resolution procedures outlined in this Exhibit, refer the dispute within ninety (90) days after the dispute arises to the Secretary of Labor for determination. The determination of the Secretary of Labor, or their designated representative, shall be final and binding on the parties.

11. **Severability.** In the event any provision of this Exhibit is held to be invalid or otherwise

2024-15526

Appendix C: West Side Transportation Center Budget

Budget Category	Total	City Reimbursed By			
		FRA CRISI	IDOT PE/LA LPA	Transportaton Eligible County	Additional County Work
Parking Garage Construction Contracts	$ 25,218,743	$ 7,157,079	$ -	$ -	$ 18,061,664
Amtrak Station, County Square, and Solar Array Construction Contracts	$ 48,494,415	$ 40,313,407	$ -	$ -	$ 8,181,008
1908 Race Riot Display Construction Contract	$ 200,000	$ 146,292	$ -	$ -	$ 53,708
Pedestrian Bridges and Platforms Construction Contracts	$ 24,010,468	$ 20,760,468	$ -	$ 3,250,000	$ -
Site Work Construction Contracts	$ 10,919,089	$ 7,986,881	$ -	$ -	$ 2,932,208
Digital Components Construction Contract	$ 4,500,000	$ 3,291,572	$ -	$ -	$ 1,208,428
NSRR Force Account	$ 855,460	$ 625,735	$ -	$ -	$ 229,725
Amtrak Reimbursement	$ 1,700,000	$ 1,600,000	$ 100,000	$ -	$ -
Construction Manager	$ 9,473,347	$ 6,929,378	$ -	$ -	$ 2,543,969
Utility Adjustments	$ 500,000	$ 365,730	$ -	$ -	$ 134,270
Construction Observation & Program Management	$ 3,000,000	$ 2,194,381	$ -	$ -	$ 805,619
Total West Side Transportation Center	***$ 128,871,522***	***$ 91,370,922***	***$ 100,000***	***$ 3,250,000***	***$ 34,150,600***

Note: City reimbursment limited to $95.2 million for potential cost changes but not more than amounts actually reimbursed by FRA and IDOT.

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-68
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: Nathan Bottom
PHONE NUMBER: (217) 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Construction Agreement **FISCAL IMPACT:** $ 95,200,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND SANGAMON COUNTY FOR USABLE SEGMENT IIIC OF THE SPRINGFIELD RAIL IMPROVEMENTS PROJECT FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
Agreement

CONTRACTOR / VENDOR NAME: Sangamon County **VENDOR NO:**

CONTRACT TERM: Completion **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $95,200,000.00 (Original amount if change order) | **Change Order #** | **Additional Amount**

Method of Purchase (check one) **Previous Ord #s**

[ ] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [ ]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [ ]
[ ] Low Evaluated Bid **Code Provision:**

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	USVI	2307	$ 95,200,000.00
2						
3						
4						

FUNDS CHECK BY: Courtney Herzog **Date:** 12-06-2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 5 DEC 24
CITY PURCHASING AGENT: Jon Michael **Date:** 12-6-2024

COMMENTS

This ordinance is for approval of an agreement with Sangamon County to construct a new transportation center. The agreement is for public purposes, specifically associated with Usable Segment IIIc of the Springfield Rail Improvements Project. Costs will be reimbursed by a federal CRISI grant.

SIGN OFF:

(Mayor's Signature) (Director of OBM)

2024-526

2024-527

AN ORDINANCE ACCEPTING THE LOWEST BID AND AUTHORIZING THE EXECUTION OF CONTRACT NUMBER PW25-11-49 WITH LUBY EQUIPMENT SERVICES FOR THE PURCHASE OF ONE TAKEUCHI TB395W WHEELED EXCAVATOR IN AN AMOUNT NOT TO EXCEED $192,620.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Office of Public Works desires to purchase one Takeuchi TB395W Wheeled Excavator for the Street Department; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest bidder; and

WHEREAS, pursuant to the above, the City Purchasing Agent has determined that Luby Equipment Services has submitted the lowest bid meeting specifications for the purchase of one Takeuchi TB395W Wheeled Excavator for the Office of Public Works, in an amount not to exceed $192,620.00; and

WHEREAS, this contract includes a two-year maintenance agreement; and

WHEREAS, the proposed contract documents and bid proposal are on file in the Office of the City Clerk and identified by Contract Index No. PW25-11-49; and

WHEREAS, the Purchasing Agent recommends accepting this bid and awarding the contract to Luby Equipment Services.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the bid from and authorizes execution of Contract No. PW25-11-49 with Luby Equipment Services for the purchase of one Takeuchi TB395W Wheeled Excavator in an amount not to exceed $192,620.00 for the Office of Public Works. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Luby Equipment Services (0MCC3000) in an amount not to exceed $192,620.00 from account 094-110-WORK-24GO-1504.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

_____ / 12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2024\Purchase\Takeuchi TB395W Wheeled Excavator $192,620.00.doc

2024-527

BID TABULATION AND RECOMMENDATION

Contract PW25-11-49 Wheeled Excavator for Public Works

Bidder:	Bid	Local	Adjusted Cost	Notes
Luby Equipment Bob Thoman 4375 Camp Butler Rd Springfield, IL 62707 217-280-5998 bthoman@lubyequipment.com	$192,620.00	YES	$192,620.00	Takeuchi TB395W 60" ditch bucket in place of 54" ditch bucket.
Alta Equipment Ryan Curry 1035 Wylie Dr Bloomington, IL 61705 217-671-5296 ryan.curry@altg.com	$211,009.70	NO	$221,560.19	Takeuchi TB395W
Alta Construction Equipment IL LLC Chris Mazzoni 1035 Wylie Dr Bloomington, IL 61705 217-671-5296 chris.mazzoni@altg.com	$259,253.00	NO	$272,215.65	Volvo EWR130E

Recommendation: Award contract to Luby Equipment for $192,620.00

2024-527

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-65
DATE OF 1ST READING: 12-3-2024

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: x5227

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Low Bid
FISCAL IMPACT: $192,620.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE PURCHASE OF ONE TAKEUCHI TB395W WHEELED EXCAVATOR FROM LUBY EQUIPMENT SERVICES IN AN AMOUNT NOT TO EXCEED $192,620.00 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract

CONTRACTOR / VENDOR NAME: Luby Equipment Services
VENDOR NO: 0MCC3000

CONTRACT TERM: completion
CONTRACT # PW25-11-49
Change in Scope Yes [ ] No [ ]

CONTRACT AMOUNT: $192,620.00 (Original amount if change order)
Change Order #
Additional Amount

Method of Purchase (check one)
Previous Ord #s

[X] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[ ] Other:
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	094	110	WORK	24GO	1504	$192,620.00
2						
3						
4						

FUNDS CHECK BY: Courtney Mercer **Date:** 11.26.2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: Michael Lord **Date:** 11-26-2024

COMMENTS

For authorization to purchase one new Takeuchi TB395W for the Street Department. This includes a two-year maintenance agreement.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM) 11/26/24

S\Excel\Forms\24-65 Ord, Luby Equip - Wheel Exc Street.xlsx The information supplied on this form is not confidential information. Revised 5/26/04

2024-527

A RESOLUTION NOTIFYING THE STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION THAT AN ADDITIONAL $343,920.00 MOTOR FUEL TAX FUNDS MAY BE SPENT FOR MAINTENANCE OF STREETS AND HIGHWAYS UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2025, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City is required to notify the State regarding the expenditure of Motor Fuel Tax Funds on an annual basis.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the State of Illinois Department of Transportation shall be notified that the City of Springfield may spend an additional $343,920.00 of its allotment of Motor Fuel Tax Funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2025, through December 31, 2025.

Section 2: That only those streets, highways and operations as listed and described on the approved Municipal Estimates of Maintenance Costs, including supplemental or revised estimates approved in conjunction with this resolution, are eligible for maintenance with Motor Fuel Tax Funds during the period as specified above.

Section 3: That the City Clerk shall, as soon as practicable after the close of the period as given above, submit to the Illinois Department of Transportation, Division of Highways, on forms furnished by said Department, a certified statement showing expenditures from and balance remaining in the account from this period.

Section 4: That the City Clerk shall immediately transmit two certified copies of this resolution to the Department of Transportation, Division of Highways, through its District office at Springfield, Illinois.

Section 5: That this resolution shall become effective immediately upon its passage and recording by the City Clerk.

PASSED:_____**, 2024**

RECORDED:_____**, 2024**

ATTEST:_____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED:_____**, 2024**

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel/Date

S:\WPDOCS\Ordinances\Public Works\2024\MFT\RES MAINT OF STREETS HIGHWAYS IHC CAL YR 2025.doc

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	25-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Springfield (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

three hundred forty-three nine hundred twenty and 00/100 Dollars ($343,920.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 (Beginning Date) to 12/31/25 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Springfield (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Frank J. Lesko (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 11/20/24

BLR 14220 (Rev. 12/13/22)

2024-528

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	25-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Springfield (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of _____

three hundred forty-three nine hundred twenty and 00/100 Dollars ($343,920.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 (Beginning Date) to 12/31/25 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Springfield (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Frank J. Lesko (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 11/20/24

BLR 14220 (Rev. 12/13/22)

2024-528

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	25-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Springfield (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

three hundred forty-three nine hundred twenty and 00/100 Dollars ($343,920.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 (Beginning Date) to 12/31/25 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Springfield (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Frank J. Lesko (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 11/20/24

2024-528

BLR 14220 (Rev. 12/13/22)

Illinois Department of Transportation

Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
6	Sangamon		Original	25-00000-00-GM

BE IT RESOLVED, by the Council (Governing Body Type) of the City (Local Public Agency Type) of Springfield (Name of Local Public Agency) Illinois that there is hereby appropriated the sum of

three hundred forty-three nine hundred twenty and 00/100 Dollars ($343,920.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/25 (Beginning Date) to 12/31/25 (Ending Date).

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City (Local Public Agency Type) of Springfield (Name of Local Public Agency) shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Frank J. Lesko (Name of Clerk) City (Local Public Agency Type) Clerk in and for said City (Local Public Agency Type)

of Springfield (Name of Local Public Agency) in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council (Governing Body Type) of Springfield (Name of Local Public Agency) at a meeting held on _____ (Date).

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ (Day) day of _____ (Month, Year).

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Completed 11/20/24

BLR 14220 (Rev. 12/13/22)

2024-528

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-62
DATE OF 1ST READING: ~~12-17-24~~ 12-17-24

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: MFT funding
FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

A RESOLUTION FOR SPENDING MFT FUNDS IN AN AMOUNT UP $343,920.00 FOR MAINTENANCE OF STREETS AND HIGHWAYS BY THE CITY OF SPRINGFIELD UNDER THE ILLINOIS HIGHWAY CODE FOR CALENDAR YEAR 2025 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

IDOT Form BLR 14220
IDOT Form BLR 14222

CONTRACTOR / VENDOR NAME: **VENDOR NO:**

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [ ]

CONTRACT AMOUNT:

(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one) Previous Ord #s

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: MFT funding
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [ ]
Is Purchasing Agent approval attached? No [ ] Yes [ ]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**
DIRECTOR / SUPERVISOR SIGNATURE **Date:** 21 NOV 24
CITY PURCHASING AGENT: **Date:**

COMMENTS

(Resolution - 2025 Maintenance) Motor Fuel Tax is a state levy and the City is governed by state statutes. IDOT administers MFT monies and it takes prior approval from IDOT to expend any MFT funds. This resolution informs the State that the City intends to expend no more than an additional $343,920.00 in calendar year 2025 for maintenance per attached detail.

SIGN OFF: 11/26/24

(Mayor's Signature) GEM (Director of OBM)

S\Excel\Forms\24-62 Res Maint Streets-Highways, IHC for 2025 The information supplied on this form is not confidential information. Revised 5/26/04

2024-528

2024-529

AN ORDINANCE APPROVING CHANGE ORDER #1 WITH KINNEY CONTRACTORS, INC., INC. FOR THE FY2025 CONCRETE PATCHING PROGRAM BY AUTHORIZING AN ADDITIONAL $599,382.26 FOR A TOTAL NOT TO EXCEED $1,533,957.26, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed ordinance 115-04-24 approving Contract PW 24-02-88 with Kinney Contractors, Inc., Inc. for the FY2025 Concrete Patching Program for the Office of Public Works in an amount not to exceed $934,575.00; and

WHEREAS, the Office of Public Works finds it necessary to request an additional amount of $599,382.26 which would increase the original contract amount to $1,533,957.26, due to additional work required on streets originally included in the contract (16th Street, Maryknoll Drive and West White Oaks Drive) and the addition of minor work along Lindbergh Boulevard, Southwest Plaza Drive, Valley Drive, Meadowbrook Road, Sage Lane and Chicory Drive, as well as extensive patching along West Washington Street, between Bradfordton Road and Chatham Road; and

WHEREAS, a copy of the Request for Approval of Change in Plans shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the Council hereby authorizes execution of the Request for Approval of Change in Plans with, and approves additional payment of $599,382.26 for a total amount not to exceed $1,533,957.26 under Contract No. PW 24-02-88 to, Kinney Contractors, Inc., Inc. for the FY2025 Concrete Patching Program previously authorized by ordinance 115-04-24 for the Office of Public Works.

Section 2: That the Office of Budget and Management is hereby authorized to make the additional payment of $599,382.26 to Kinney Contractors, Inc., Inc. (0KIN7000) for a total amount under not to exceed $1,533,957.26 from Account No. 095-110-WORK-INFR-1204.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

_____ / 12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\Public Works\2024\Change\Kinney Contractors, Inc. for FY25 Concrete Patching $599,382.26.doc
Tracking No. 18014

2024-529

Illinois Department of Transportation

Request for Approval of Change in Plans

Date: 12/2/2024

County: Sangamon

Request No. 1 [X] Final

Road District or Municipality: Springfield

Contractor: Kinney Contractors, Inc.

Contract No.: PW24-02-88

Address: 4765 Industrial Dr

Springfield, IL 62703

I recommend that this addition (addition, extension, deduction) be made to (to, from) the above contract.

The estimated quantities are shown below and the contractor agrees to furnish the materials and do the work at the unit prices.

Item Description	Unit	Quantity	Unit Price	Addition(A) or Deduction(D)	Total Addition	Total Deduction
Tie Bars, 3/4", #6	EA	323.00	16.50	A	$ 5,329.50	$ -
Dowel Bars, 1"	EA	2044.00	16.50	A	$ 33,726.00	$ -
Manholes to be Adjusted	EA	9.00	675.65	D	$ -	$ 6,080.85
Water Valve to be Adjusted	EA	4.00	575.00	D	$ -	$ 2,300.00
Inlets to be Adjusted	EA	5.00	1,300.00	D	$ -	$ 6,500.00
Earth Exc, Aggregate Base Course Type B	SY	36.50	45.00	D	$ -	$ 1,642.50
Class B Patch, Type 1, 6"	SY	348.75	162.00	A	$ 56,497.50	$ -
Class B Patch, Type 2, 6"	SY	1099.60	137.00	A	$ 150,645.20	$ -
Class B Patch, Type 3, 6"	SY	757.52	134.00	A	$ 101,507.68	$ -
Class B Patch, Type 4, 6"	SY	2201.43	129.00	A	$ 283,984.47	$ -
Class B Patch, Type 1, 8"	SY	26.56	189.00	D	$ -	$ 5,019.84
Class B Patch, Type 2, 8"	SY	131.37	164.00	D	$ -	$ 21,544.68
Class B Patch, Type 3, 8"	SY	120.67	160.00	D	$ -	$ 19,307.20
Class B Patch, Type 4, 8"	SY	321.51	155.00	D	$ -	$ 49,834.05
Barrier Curb Remove and	FT	323.30	96.00	A	$ 31,036.80	$ -
Valley Gutter Remove and	FT	217.50	85.00	A	$ 18,487.50	$ -
Saw Cuts	FT	13445.10	1.00	A	$ 13,445.10	$ -
Sidewalk Remove and Replace (Special)	SF	4.26	33.50	A	$ 142.71	$ -
Sidewalk Remove and Replace	SF	653.16	15.20	A	$ 9,928.03	$ -
Drive Approach Remove and Replace	SF	452.69	15.20	A	$ 6,880.89	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
					$ -	$ -
				Total Changes:	$ 711,611.38	$ 112,229.12

BLR 13210 (Rev. 11/07/13)

Printed 12/2/2024

2024-529

Total Net Change: $ 599,382.26

Amount of Original Contract: $ 934,575.00

Amount of Previous Change Orders: _____

Amount of adjusted/final contract: $ 1,533,957.26

Total net addition (addition, deduction) to date $ 599,382.26 which is 64.13 % of the contract price.

State fully the nature and reason for the change: Due to field conditions, additional patching was required on 16th St and Maryknoll Dr., and W White Oaks. Work on the following streets was added to this year's contract, due to poor pavement condition: West Washington St (Bradfordton-Chatham), Lindbergh Blvd, Southwest Plaza Dr, Chicory Ln, Sage Ln, and Meadowbrook Rd (N side of Washington St)

When the net increase or decrease in the cost of the contract is $10,000.00 or more, or the time of completion is increased or decreased by 30 days or more, one of the following statements must be checked:

- [X] The undersigned has determined that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
- [X] The undersigned has determined that the change is germane to the original contract as signed.
- [ ] The undersigned has determined that this change is in the best interest of the Local Agency and is authorized by law.

Prepared by: David Whitworth
Construction Engineer
Title of Preparer

Approved

Nate Both
City Engineer
December 2, 2024
Date

BLR 13210 (Rev. 11/07/13)

Printed 12/2/2024

2024-529

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-63
DATE OF 1ST READING: 12-17-24

OFFICE REQUESTING: Public Works
CONTACT PERSON: David Whitworth
PHONE NUMBER: 789-2255 ext 5227

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: low bid
FISCAL IMPACT:

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING CHANGE ORDER #1 WITH KINNEY CONTRACTORS, INC. FOR THE FY2025 CONCRETE PATCHING PROGRAM BY AUTHORIZING AN ADDITIONAL $599,382.26 PAYMENT FOR A TOTAL NOT TO EXCEED $1,533,957.26 FOR THE OFFICE OF PUBLIC WORKS.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
contracts

CONTRACTOR / VENDOR NAME: Kinney Contractors, Inc. **VENDOR NO:** 0KIN7000

CONTRACT TERM: completion **CONTRACT #** PW24-02-88 **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT:			
$934,575.00	1	$	599,382.26
(Original amount if change order)	Change Order #		Additional Amount

Method of Purchase (check one) **Previous Ord #s** 115-04-24

[X] Low Bid [ ] Other: **Is Purchasing Agent approval required?** No [ ] Yes [X]
[ ] Low Bid Meeting Specs [ ] Exception: **Is Purchasing Agent approval attached?** No [ ] Yes [X]
[ ] Low Evaluated Bid **Code Provision:**

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	095	110	WORK	INFR	1204	$ 599,382.26
2						
3						
4						

FUNDS CHECK BY: Date: 12.05.2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 12/2/24
CITY PURCHASING AGENT: Date: 12-3-2024

COMMENTS

This ordinance is for Change Order #1 for the FY2024 Concrete Patching contract for various streets throughout the City. The increase is due to additional work requried on streets orginally included in the contract (16th St, Maryknoll Dr, W. White Oaks Dr), and the addition of minor work along Lindbergh Blvd, Southwest Plaza Dr, Valley Dr, Meadowbrook Rd, Sage Ln, and Chicory Dr, as well as extensive patching along West Washington Street, between Bradfordton Rd and Chatham Rd.

SIGN OFF:

(Mayor's Signature) CEM

(Director of OBM) 12/3/24

2024-529

AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 2 TO AN AGREEMENT WITH KNIGHT E/A 1, INC. FOR CONSTRUCTION PHASE ENGINEERING SERVICES, PE-111, FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT, MFT SECTION #19-00489-00-TL, AND AUTHORIZING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $54,869.00 FOR A TOTAL AMOUNT NOT TO EXCEED $526,806.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously approved Ordinance No. 395-10-21 authorizing the execution of agreement with, and payment in an amount not to exceed $317,121.00, to Knight E/A, Inc. for the Downtown Traffic Signal Modernization and One-way Streets Conversion Project including 4th Street from South Grand Avenue to Dodge Street, Adam Street from 6th Street to 9th Street, and various signalized intersections downtown (MFT section no. 19-00489-00-TL); and

WHEREAS, the City Council previous approved Ordinance No. 236-06-24 authorizing supplement number 1 to an agreement with Knight E/A 1, Inc. for Construction Phase Engineering Services, PE-111, for the Downtown Traffic Signal Modernization and One-way Streets Conversion Project, MFT Section #19-00489-00-TL, and authorizing additional expenditures in an amount not to exceed $154,816.00 for a total not to exceed $471,937.00; and

WHEREAS, it is necessary to authorize supplement no. 1 to the agreement with Knight E/A, Inc. for the Downtown Traffic Signal Modernization and One-way Streets Conversion Project including 4th Street from South Grand Avenue to Dodge Street, Adam Street from 6th Street to 9th Street, and various signalized intersections downtown (MFT section no. 19-00489-00-TL) due to construction changes, delays to the construction timeframe, revisions to materials and shop drawings resulting in additional hours required from Knight E/A, Inc. staff to provide other necessary construction observations, coordination's, field review and revisions, project documentation and reporting to comply with IDOT requirements; and

WHEREAS, it is necessary authorize additional expenditures in the amount of $54,869.00, for a total amount not to exceed $526,806.00 to Knight E/A, Inc. for additional hours required that were not able to be reasonably foreseen at the time the original contract was prepared, due to the nature of this construction; and

WHEREAS, a copy of supplement no. 2 the agreement with Knight E/A, Inc. shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes supplement no. 2 to an agreement with and Knight E/A, Inc. for the Downtown Traffic Signal Modernization and One-way Streets Conversion Project for additional hours required that were not able to be reasonably foreseen at the time the original contract was prepared, due to the nature of this construction, for additional expenditures in the amount of $54,869.00, and for a total amount not to exceed $526,806.00. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make an additional payment to Knight E/A, Inc. (VC2111) in the amount of $54,869.00 from account number 041-110-GAST-STRS-2306, for a total amount not to exceed $526,806.00 pursuant to the terms set forth in the

agreement and supplement no. 2 to the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

12/1/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

2021-379

AN ORDINANCE AUTHORIZING AN AGREEMENT FOR CONSTRUCTION PHASE ENGINEERING SERVICES (PE-III) WITH KNIGHT E/A, INC. FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT, IN AN AMOUNT NOT TO EXCEED $317,121.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, this agreement is for construction phase engineering services (PE-III) for the downtown traffic signal modernization and one way streets conversion project including 4th Street from South Grand Avenue to Dodge Street, Adams Street from 6th Street to 9th Street, and various signalized intersections downtown; and

WHEREAS, Knight E/A, Inc. will provide construction engineering phase services including site observation, resident engineering, shop drawing review, field plan interpretation, correspondence, pay estimates, progress and calendar day reports, and all required Illinois Department of Transportation submittals associated with project constructed using MFT Rebuild Funds; and

WHEREAS, the City Purchasing Agent has made a determination that this contract is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.42 pertaining to Professional Services; and

WHEREAS, Knight E/A, Inc. is willing and able to provide these services for an amount not to exceed $317,121.00; and

WHEREAS, a copy of the agreement shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes execution of a preliminary engineering agreement with, and payment in an amount not to exceed $317,121.00 to, Knight E/A, Inc. to prepare a study of traffic signals to be removed from the roadway system. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to Knight E/A, Inc. (VC2111) in an amount not to exceed $317,121.00 from account number 041-110-GAST-STRS-2306 upon satisfactory performance of the agreement.

395-10-21

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: October 5, 2021

RECORDED: October 8, 2021

ATTEST:
City Clerk Frank J. Lesko

SIGNED: October 8, 2021

Mayor James O. Langfelder

Approved as to legal sufficiency:

Office of Corporation Counsel/Date

Requested by: Mayor James O. Langfelder

395-10-21

AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 1 TO AN AGREEMENT WITH KNIGHT E/A 1, INC. FOR CONSTRUCTION PHASE ENGINEERING SERVICES, PE-111, FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT, MFT SECTION #19-00489-00-TL, AND AUTHORIZING ADDITIONAL EXPENDITURES IN AN AMOUNT NOT TO EXCEED $154,816.00 FOR A TOTAL AMOUNT NOT TO EXCEED $471,937.00, FOR THE OFFICE OF PUBLIC WORKS

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously approved Ordinance No. 395-10-21 authorizing the execution of agreement with, and payment in an amount not to exceed $317,121.00, to Knight E/A, Inc. for the downtown traffic signal modernization and one way streets conversion project including 4th Street from South Grand Avenue to Dodge Street, Adam Street from 6th Street to 9th Street, and various signalized intersections downtown (MFT section no. 19-00489-00-TL); and

WHEREAS, it is necessary to authorize supplement no. 1 to the agreement with Knight E/A, Inc. for the downtown traffic signal modernization and one way streets conversion project including 4th Street from South Grand Avenue to Dodge Street, Adam Street from 6th Street to 9th Street, and various signalized intersections downtown (MFT section no. 19-00489-00-TL) due to construction changes, delays to the construction timeframe, revisions to materials and shop drawings resulting in additional hours required from Knight E/A, Inc. staff to provide other necessary construction observations, coordination's, field review and revisions, project documentation and reporting to comply with IDOT requirements; and

WHEREAS, it is necessary authorize additional expenditures in the amount of $154,816.00, for a total amount not to exceed $471,937.00 to Knight E/A, Inc. for additional hours required that were not able to be reasonably foreseen at the time the original contract was prepared, due to the nature of this construction; and

WHEREAS, a copy of supplement no. 1 the agreement with Knight E/A, Inc. shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes supplement no. 1 to an agreement with and Knight E/A, Inc. for the downtown traffic signal modernization and one way streets conversion project for additional hours required that were not able to be reasonably foreseen at the time the original contract was prepared, due to the nature of this construction, for additional expenditures in the amount of $154,861.00, and for a total amount not to exceed $471,937.00. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make an additional payment to Knight E/A, Inc. (VC2111) in the amount of $154,816.00 from account number 041-110-GAST-STRS-2306, for a total amount not to exceed $471,937.00 pursuant to the terms set forth in the agreement and supplement no. 1 to the agreement.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: June 18, 2024

RECORDED: June 21, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: June 21, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 5/30/24
Office of Corporation Counsel / Date

2024-218

2024-06-24-

2024-530

Illinois Department of Transportation

Local Public Agency Engineering Services Agreement

Using Federal Funds? ☐ Yes ☒ No

Agreement For: MFT CE

Agreement Type: Supplement

Number: 2

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Springfield	Sangamon	19-00489-00-TL	

Project Number	Contact Name	Phone Number	Email
PW-05-36	T.J. Heavisides	(217) 789-2255	Thomas.Heavisides@springfield.il.us

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Downtown Traffic Signal Modernization	VARIOUS	3.98 mi	N/A

Location Termini: Springfield Central Business District

Add Location / Remove Location

Project Description: Traffic signal modernization at various intersections in downtown Springfield. Conversion from one-way to two-way traffic operations on 4th Street and East Adams Street. Proposed signage improvement on 7th Street.

Engineering Funding: ☒ MFT/TBP ☐ State ☐ Other

Anticipated Construction Funding: ☐ Federal ☒ MFT/TBP ☐ State ☒ Other — REBUILD

AGREEMENT FOR

☒ Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
WSP USA,Inc. d.b.a Knight E/A,Inc.	Matthew Maestranzi	(312) 577-3331	matthew.maestranzi@wsp.com

Address	City	State	Zip Code
3200 Pleasant Run, Suite A	Springfield	IL	62711

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	A full time LPA employee authorized to administer inherently governmental PROJECT activities
Contractor	Company or Companies to which the construction contract was awarded

2024-530

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 (CECS) Services Worksheet (BLR 05513 or BLR 05514)

☐ EXHIBIT __ : Direct Costs Check Sheet (attach BDE 436 when using Lump Sum on Specific Rate Compensation)

☒ EXHIBIT E: Supplement #2 Estimated Hours Summary

☒ EXHIBIT F: SEFC Letter (November 4, 2024)

☐ _____

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, based on the ENGINEER's progress reports, to the LPA employee In Responsible Charge, no more than once a month for partial payment on account for the ENGINEER's work to date. Such invoices shall represent the value, to the LPA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.
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 Construction Engineering Contracts:
   (a) For Quality Assurance services, provide personnel who have completed the appropriate STATE Bureau of Materials QC/QA trained technical classes.
   (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
10. That 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. For Construction Engineering Contracts:
   (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
   (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. 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.

5. 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

☒ Cost plus Fixed Fee: Fixed

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.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds $1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national original 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 and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents and employees from all suits, claims, actions or 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 (e) 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 or grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

   For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of $5,000 or more from the DEPARTMENT, as defined the Act.
   The contractor/grantee certifies and agrees that it will provide a drug free workplace by:
   (a) Publishing a statement:
      (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
      (2) Specifying the 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 five (5) days after such conviction.

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(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) 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 Construction Engineering Contracts:

(a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.

(b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that 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.

(c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.

(d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.

(e) Inspection of all materials when inspection is not provided a the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
WSP USA,Inc. d.b.a Knight E/A,Inc.	37-1380560	$54,869.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
	Subconsultant Total	
	Prime Consultant Total	$54,869.00
	Total for all work	$54,869.00

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AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type: City of Local Public Agency: Springfield

By (Signature & Date)

By (Signature & Date)

Local Public Agency: Springfield

Local Public Agency Type: City Clerk

Title: Mayor

(SEAL)

Executed by the ENGINEER:

Attest:

Prime Consultant (Firm) Name: WSP USA,Inc. d.b.a Knight E/A,Inc.

By (Signature & Date)

Title: Melissa M. Mulhern / CFO

By (Signature & Date)

Title: Kevin Lentz, PE / President

APPROVED:

Regional Engineer, Department of Transportation (Signature & Date)

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	WSP USA,Inc. d.b.a Knight E/	Sangamon	19-00489-00-TL

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

Additional Construction Phase III engineering services have been determined to be needed which include the following items:
1. Additional working days due to unforeseen project delays.
2. Additional coordination/supervision effort due to North Wing Capitol Wing Expansion Project along College Street and Monroe Streets.

1) Additional effort due to schedule extension and unacceptable contractor workmanship
The contractor has revised their estimated completion date of early June 2025, which includes all punch list items and final project closeout.

Project delays are primarily related to Capitol North Wing Renovation project. Additional construction observation, documentation, and inspection of contractor activities due to construction scheduling delays and poor work completed by the Contractor is included in this supplemental scope. Work has not met specifications on several instances, which has required additional construction supervision and expending more time in the field on behalf of the City's best interests.

Existing fiber optic lines were discovered during construction that were not working or incompatible with the proposed signal cabinet equipment. This required additional efforts and supervision that was not accounted for in the previous supplement scope of services.

List of outstanding work remaining to be completed by the Contractor that requires supervision is listed below.
- Planet (City) switches need to be brought online
- MOXA (IDOT) switches need to be brought online
- Correct pedestrian crossing signal messages along Capitol Avenue
- Monroe/8th Street proposed signing and pavement marking removal work
- Monroe/11th Street – Signal cabinet installation and install APS speakers
- Complete hazardous substances final report
- Remove pavement markings at 9th St/Enos, 9th St/Monroe, and Monroe/Spring
- Deliver remaining controllers and peripheral equipment to CWLP
- Monroe Street and College Avenue signal work
- Replace the controller cabinet foundation and reset controller cabinet at 2nd St/Cook.

2) Coordination/supervision for Capitol North Wing Expansion Project
Construction activity for the North Wing Capitol Wing Expansion Project impacted the existing signal interconnect system along Monroe Street and College Avenue. The redesign/rerouting of the interconnect system and traffic signal at Monroe Street and College Avenue was completed under a separate contract. However, additional coordination by construction staff is required to ensure that the new traffic signal design is constructed properly and incorporated into the downtown traffic signal modernization program. This project has also contributed to unforeseen construction scheduling delays. Work at Spring St. remaining involves sidewalk removals, and restoration, which will likely not be possible until the spring months.

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Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	WSP USA,Inc. d.b.a Knight E/	Sangamon	19-00489-00-TL

EXHIBIT B
PROJECT SCHEDULE

Revised estimated construction date is anticipated early June 2025 due to delays for adjacent projects including the North Wing Capitol Complex Renovation.

2024-530

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Springfield	WSP USA,Inc. d.b.a Knight E/	Sangamon	19-00489-00-TL

Exhibit C
Qualification Based Selection (QBS) Checklist

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

☐ Form Not Applicable (engineering services less than the threshold)

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

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	☐	☐
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	☐	☐
3	Was the scope of services for this project clearly defined?	☐	☐
4	Was public notice given for this project?	☐	☐
5	Do the written QBS policies and procedures cover conflicts of interest?	☐	☐
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	☐	☐
7	Do the written QBS policies and procedures discuss the methods of evaluation?	☐	☐

Project Criteria	Weighting

8	Do the written QBS policies and procedures discuss the method of selection?	☐	☐

Selection committee (titles) for this project

Top three consultants ranked for this project in order	
1	
2	
3	

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

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Illinois Department of Transportation

EXHIBIT D

COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

FIXED RAISE

2024-1530

Local Public Agency	County	Section Number
City of Springfield	Sangamon	19-00489-00-TL
Prime Consultant (Firm) Name	**Prepared By**	**Date**
WSP USA Inc. d.b.a. Knight E/A, Inc.	Matthew Maestranzi	12/3/2024
Consultant / Subconsultant Name	**Job Number**	
WSP USA Inc. d.b.a. Knight E/A, Inc.		

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

Remarks

Supplement #2 for construction supervision services for downtown Springfield one-way street conversions and traffic signal modernization project.

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS	OVERHEAD RATE	109.63%
START DATE	10/14/2024		COMPLEXITY FACTOR	0
RAISE DATE	1/1/2025		% OF RAISE	2.00%
END DATE	6/13/2025			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	10/14/2024	1/1/2025	3	37.50%
1	1/2/2025	6/1/2025	5	63.75%

The total escalation = 1.25%

Local Public Agency	County	Section Number
City of Springfield	Sangamon	19-00489-00-TL

Consultant / Subconsultant Name	Job Number
WSP USA Inc. d.b.a. Knight E/A, Inc.	

PAYROLL RATES

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

MAXIMUM PAYROLL RATE	86.00
ESCALATION FACTOR	1.25%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Vice President	$84.21	$85.26
Assistant Vice President	$76.85	$77.81
Senior Consultant	$53.41	$54.08
Senior Inspector	$46.26	$46.84

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Local Public Agency	County	Section Number
City of Springfield	Sangamon	19-00489-00-TL

Consultant / Subconsultant Name	Job Number
WSP USA Inc. d.b.a. Knight E/A, Inc.	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant

Local Public Agency	County	Section Number
City of Springfield	Sangamon	19-00489-00-TL

Consultant / Subconsultant Name	Job Number
WSP USA Inc. d.b.a. Knight E/A, Inc.	

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			$0.00
Vehicle Owned or Leased	$32.50/half day (4 hours or less) or $65/full day	40	$32.50	$1,300.00
Vehicle Rental	Actual Cost (Up to $55/day)			$0.00
Tolls	Actual Cost			$0.00
Parking	Actual Cost			$0.00
Overtime	Premium portion (Submit supporting documentation)			$0.00
Shift Differential	Actual Cost (Based on firm's policy)			$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			$0.00
Project Specific Insurance	Actual Cost			$0.00
Monuments (Permanent)	Actual Cost			$0.00
Photo Processing	Actual Cost			$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			$0.00
CADD	Actual Cost (Max $15/hour)			$0.00
Web Site	Actual Cost (Submit supporting documentation)			$0.00
Advertisements	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			$0.00
Recording Fees	Actual Cost			$0.00
Transcriptions (specific to project)	Actual Cost			$0.00
Courthouse Fees	Actual Cost			$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Utliity Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
Testing of Soil Samples	Actual Cost			$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
			TOTAL DIRECT COSTS:	**$1,300.00**

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03-3-2024

Local Public Agency
City of Springfield

County
Sangamon

Section Number
19-00489-00-TL

Consultant / Subconsultant Name
WSP USA Inc. d.b.a. Knight E/A, Inc.

Job Number

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE 109.63%

COMPLEXITY FACTOR 0

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
1. Add. Construction Supervision		212	16,585	18,182	5,215		39,982	72.87%
2. Capitol North Wing Expansion		60	4,698	5,151	1,477		11,326	20.64%
Project Admin/Management		11	938	1,028	295		2,261	4.12%
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Vehicle (40 half days x $32.50/day)	1,300		-	-	-		-	0.00%
Subconsultant DL							$0.00	0.00%
Direct Costs Total ===>	$1,300.00						**$1,300.00**	2.37%
TOTALS		283	22,221	24,361	6,987	-	54,869	100.00%

46,582

BLR 05514 (Rev. 02/09/23)
COST EST

The subconsultant fee has been adjusted due to 15% fixed

Local Public Agency
City of Springfield

County
Sangamon

Section Number
19-00489-00-TL

Consultant / Subconsultant Name
WSP USA Inc. d.b.a. Knight E/A, Inc.

Job Number

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			1. Add. Construction Supervision			2. Capitol North Wing Expansion			Project Admin/Management								
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Vice President	85.26	27.0	9.54%	8.13	12	5.66%	4.83	4	6.67%	5.68	11	100.00%	85.26						
Assistant Vice President	77.81	256.0	90.46%	70.39	200	94.34%	73.41	56	93.33%	72.62									
Senior Consultant	54.08	0.0																	
Senior Inspector	46.84	0.0																	
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TOTALS		283.0	100%	$78.52	212.0	100.00%	$78.23	60.0	100%	$78.31	11.0	100%	$85.26	0.0	0%	$0.00	0.0	0%	$0.00

EXHIBIT E - Estimated Hours Detail Summary

Downtown One-Way Streets and Traffic Signal Modernization Project
Supplement #2
12/3/2024

Scope Task	Description	Estimated No. of days / units / sheets	Estimated Hours per day unit / sheet	Task Total
1	**Additional effort due to schedule extension and unacceptable contractor workmanship**			
	Additional effort due to contractor unacceptable work (10 days at 4 hrs/day)	10	4	40
	Construction Supervision: Nov 2024 - Apr 2025 (24 weeks @ 3 hrs per week, min. work)	24	3	72
	Construction Supervision Days: May 2025 - Begin-Jun 2025 (20 hrs per week) (work following capitol complex project completion)	5	20	100
			Task Subtotal	**212**
2	**Coordination/supervision for Capitol North Wing Expansion Project**			
	Added construction supervision effort (5 days)	5	8	40
	Additional coordination between engineers, city and other contractors	1	20	20
			Task Subtotal	**60**
			Supplement #2 Total Task Hours	***272***
	Project Administration / Management (4% of subtotal hours)			11
			Supplement #1 Total Hours	**283**

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EXHBIT F

Illinois Department of Transportation
2300 South Dirksen Parkway / Springfield, Illinois / 62764

November 4, 2024

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

John Trotta
WSP USA Inc.
30 N LaSalle St.
Ste 4200
Chicago, IL 60602

Dear John Trotta,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2023. Your firm's total annual transportation fee capacity will be $105,600,000.

Your firm's General Services Office rate of 141.93% and Base Field rate of 109.63% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2024. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

EXHIBIT F

SEFC PREQUALIFICATIONS FOR WSP USA Inc.

CATEGORY	STATUS
Transportation Studies - Railway Planning	X
Special Studies - Traffic Studies	X
Special Services - Mechanical	X
Structures - Highway: Simple	X
Special Services - Hazardous Waste: Advance	X
Special Studies- Location Drainage	X
Airports - Design: Complex Electrical	X
Location Design Studies - Rehabilitation	X
Structures - Highway: Complex	X
Special Services - Construction Inspection	X
Geotechnical Services - Complex Geotech/Major Foundation	A
Special Services - Hazardous Waste: Simple	X
Airports - Master Planning/Airport Layout Plans (ALP)	X
Environmental Reports - Environmental Assessment	A
Environmental Reports - Environmental Impact Statement	A
Geotechnical Services - General Geotechnical Services	X
Geotechnical Services - Subsurface Explorations	X
Structures: Major River Bridges	X
Structures - Highway: Advanced Typical	X
Structures - Moveable	X
Geotechnical Services - Structure Geotechnical Reports (SGR)	X
Airports - Design	X
Special Services - Architecture	X
Special Plans - Lighting: Typical	X
Structures - Railroad	X
Structures - Highway: Typical	X
Location Design Studies - New Construction/Major Reconstruction	X
Special Studies - Safety	X
Special Services - Electrical Engineering	X
Highways - Freeways	X
Special Services - Sanitary	X

Transportation Studies - Mass Transit	X
Special Services - Landscape Architecture	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Studies - Feasibility	X
Highways - Roads and Streets	X
Special Plans - Pumping Stations	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Typical	X
Transportation Studies - Railway Engineering	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Plans - Traffic Signals	X
Special Services - Public Involvement	X
Special Services - Project Controls	X
Airports - Construction Inspection: Complex Electrical	X
Airports - Construction Inspection	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST

ORDINANCE FACT SHEET

REQUEST FORM NO: 24-66
DATE OF 1ST READING: 12/17/24

OFFICE REQUESTING: Public Works
CONTACT PERSON: T.J. Heavisides
PHONE NUMBER: 789-2255

EMERGENCY PASSAGE: No [X] Yes [ ] If yes, explain justification.

TYPE OF ORDINANCE: Professional Services
FISCAL IMPACT: $54,869.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING SUPPLEMENT NO. 2 TO AN AGREEMENT FOR CONSTRUCTION PHASE ENGINEERING SERVICES (PE-III) FOR THE DOWNTOWN TRAFFIC SIGNAL MODERNIZATION AND ONE-WAY STREETS CONVERSION PROJECT (MFT SECTION #19-00489-00-TL).

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Agreement Supplement (IDOT Form BLR 05530)
Ord 395-10-21
Ord 236-06-24

CONTRACTOR / VENDOR NAME: Knight E/A, Inc (now a subsidiary of WSP USA, Inc) **VENDOR NO:** VC2111

CONTRACT TERM: **CONTRACT #** **Change in Scope** Yes [ ] No [X]

CONTRACT AMOUNT: $317,121.00 (Original amount if change order)

2 — Change Order #

$ 54,869.00 — Additional Amount

Method of Purchase (check one)

Previous Ord #s 395-10-21, 236-06-24

[ ] Low Bid
[ ] Low Bid Meeting Specs
[ ] Low Evaluated Bid
[X] Other: Professional Services
[ ] Exception:
Code Provision:

Is Purchasing Agent approval required? No [ ] Yes [X]
Is Purchasing Agent approval attached? No [ ] Yes [X]

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	041	110	GAST	STRS	2306	$54,869.00
2						
3						
4						

FUNDS CHECK BY: Date: 12-09-2024
DIRECTOR / SUPERVISOR SIGNATURE Date: 12/9/24
CITY PURCHASING AGENT: Date: 12-9-24

COMMENTS

This ordinance is a supplement to the contract for Construction Phase Engineering Services (PE-III) for the Downtown Traffic Signal Modernization and One-way Streets Conversion project for 4th St from South Grand Ave to Dodge St, for Adams St from 6th to 9th, and for various signalized intersections downtown. Construction changes, delays to to the contruction timeframe, revisions to materials and shop drawings, unforseen conflicts, coordination with other jurisdictional projects conflicting, and other necessary construction observations, coordinations, field review and revisisions, and project documentation and reporting to comply with IDOT requirements have resulted in additional hours required for the consultant engineer that were not able to be reasonably foreseen at the time the orginal contract was prepared, due to the nature of this construction.

SIGN OFF:

(Mayor's Signature) GBM

(Director of OBM)

2024-530

AN ORDINANCE TO DECREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR GOOD TIMER, INC. D/B/A MAIN GATE BAR & GRILL LOCATED AT 2143 N. 11th STREET

WHEREAS, Good Timer, Inc. currently holds a Class "D" liquor license for the business known as Main Gate Bar & Grill located at 2143 N. 11th Street; and

WHEREAS, the Good Timer, Inc. has sold the business; and

WHEREAS, it is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes a decrease in the number of Class "D" liquor licenses by one for Good Timer, Inc. d/b/a Main Gate Bar & Grill located at 2143 N. 11th Street.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED:_____**, 2024**

SIGNED:_____**, 2024**

RECORDED:_____**, 2024**

_____
Mayor Misty Buscher

ATTEST:_____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

12/11/24
Office of Corporation Counsel / Date

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ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
12/17/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Good Timer Inc. dba Main Gate Bar & Grill		
LOCATION:	2143 N. 11th St.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	Sold Business		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
D	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF: _____ 12/12/24

Mayor's Signature GEM **Date**

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Tracking No. 2024-531

AN ORDINANCE TO INCREASE THE NUMBER OF CLASS "D" LIQUOR LICENSES BY ONE FOR MAIN GATE BAR & GRILL, INC. D/B/A MAIN GATE BAR & GRILL LOCATED AT 2143 N. 11th STREET

WHEREAS, Main Gate Bar & Grill, Inc. has applied for a Class "D" liquor license for the business known as Main Gate Bar & Grill located at 2143 N. 11th Street; and

WHEREAS, all phases of the application process have been met; and

WHEREAS, it is necessary to control the number of licenses authorized per classification pursuant to Chapter 90, Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves an increase in the number of Class "D" liquor licenses by Main Gate Bar & Grill, Inc. d/b/a Main Gate Bar & Grill located at 2143 N. 11th Street.

Section 2: That this ordinance shall take effect immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Requested By: Mayor Misty Buscher

Approved as to legal sufficiency:

_____ / 12/11/24
Office of Corporation Counsel / Date

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2024-532

ORDINANCE FACT SHEET
FOR LIQUOR LICENSES

DATE OF FIRST READING:	REQUESTED BY:	CONTACT:	PHONE #:
12/17/2024	Business Licensing	Todd Oliver	788-8411 ex. 4960
LICENSEE:	Main Gate Bar & Grill Inc. dba Main Gate Bar & Grill		
LOCATION:	2143 N. 11th St.		
EMERGENCY PASSAGE: (Please check one)	YES	X	NO
REASON FOR EMERGENCY:			
Increase / Decrease	Please indicate below if increasing "I" or decreasing "D"		
REASON FOR I / D	New Owner		

Column1	Column2	Column3	Column4
	AA	Tavern license with packaged sales	1:00 a.m.
	A	Tavern license - NO packaged sales	1:00 a.m.
	B	Packaged sales	1:00 a.m.
	B1	Packaged sales	10:00 p.m.
	C	Packaged beer and wine only	1:00 a.m.
	C1	Packaged beer and wine only	10:00 p.m.
I	D	In conjunction with restaurant	1:00 a.m.
	E	In conjunction with restaurant - beer and wine only	1:00 a.m.
	F	Nightclub with packaged sales	3:00 a.m.
	F1	Nightclub - NO packaged sales	3:00 a.m.
	G	Clubs - NO packaged sales	1:00 a.m.
	H	Convention Center - NO packaged sales	1:00 a.m.
	I	Rental Halls - NO packaged sales	1:00 a.m.
	J	Golf Course / Club House - with packaged sales	1:00 a.m.
	K	Hotel - full service - with packaged sales	3:00 a.m.
	L	Hotel - limited service - NO packaged sales	1:00 a.m.
	M	Supper Club - NO packaged sales	3:00 a.m.
	N	Restaurants - Class E or D - beer & wine only as package	
	O	Movie theaters	1:00 a.m.
	Subclass 1	AA, A and G - on Saturday and Sunday mornings	3:00 a.m.
	Subclass 2	AA, A and G - on Friday, Saturday and Sunday mornings	3:00 a.m.

It is necessary under Section 90.17 of the 1988 City of Springfield Code of Ordinances, as amended, to control the number of liquor licenses authorized per classification.

SIGN OFF: _____ 12/12/24
Mayor's Signature GEH **Date**

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Tracking No. 2024-532

2024-533

AN ORDINANCE AUTHORIZING PAYMENT OF $1,400,000.00 FOR SETTLEMENT OF SANGAMON COUNTY COURT CASE 22-LA-84 *KEVIN HEFFINGTON v. CITY OF SPRINGFIELD, et. al.*

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, on January 20, 2022, Kevin Heffington was injured in a motor vehicle accident at the intersection of Browning Road and Illinois Rt. 4 in Springfield; and

WHEREAS, Kevin Heffington filed a lawsuit in the Circuit Court of Sangamon County, Illinois in case number 22-LA-84, *Heffington v. City of Springfield et. al.*, alleging therein that his injuries were caused by negligent driving by Springfield police officer George Wayda, who was on duty at the time; and

WHEREAS, Mr. Heffington is willing to settle this lawsuit with the City and the officer for a payment from the City in the amount of $1,400,000.00; and

WHEREAS, it is in the best interest of the City to approve settlement of this case.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes settlement of Sangamon County Circuit Court case number 22-LA-84, *Heffington v. City of Springfield et. al.*, regarding the injury of the Plaintiff on January 20, 2022. The Mayor and City Clerk are authorized to execute any necessary documents on behalf of the City.

Section 2: That the Office of Budget and Management is hereby authorized to make payment jointly to Kevin Heffington and his attorneys, The Law Offices of Bradley Dworkin, in the amount of $1,400,000.00, from account number 074-107-BMGT-LIAB-2220 in accordance with the terms of the settlement agreement for Sangamon County Circuit Court case number 22-LA-84, *Heffington v. City of Springfield et. al.*.

Section 3: That this ordinance shall become effective upon its passage and recording by the City Clerk.

PASSED: _____, **2024**

SIGNED: _____, **2024**

RECORDED: _____, **2024**

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

_____ / 12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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2024-533

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Corporation Counsel
CONTACT PERSON: Steven Rahn
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Settlement
FISCAL IMPACT: $1,400,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING PAYMENT OF $1,400,000.00 FOR SETTLEMENT OF SANGAMON COUNTY COURT CASE 22-LA-84 KEVIN HEFFINGTON v. CITY OF SPRINGFIELD, et. al.

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change In Scope** Yes ☐ No ☐

CONTRACT AMOUNT: _____ (Original amount if change order) **Change Order #** _____ **Additional Amount** _____

Method of Purchase (check one)

Previous Ord #'s _____

☐ Low Bid ☐ Other: _____ **Is Purchasing Agent approval required?** No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: _____ **Is Purchasing Agent approval attached?** No ☒ Yes ☐
☐ Low Evaluated Bid **Code Provision:** _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	074	107	BMGT	LIAB	2220	$ 1,400,000.00
2						
3						
4						

FUNDS CHECK BY: Courtney Heingst **Date:** 12-03-2024
DIRECTOR / SUPERVISOR SIGNATURE Ramon Metzger **Date:** 12/03/2024
CITY PURCHASING AGENT: **Date:**

COMMENTS

on January 20, 2022, Kevin Heffington was injured in a motor vehicle accident at the intersection of Browning Road and Illinois Rt. 4 in Springfield. Kevin Heffington filed a lawsuit in the Circuit Court of Sangamon County, Illinois in case number 22-LA-84, Heffington v. City of Springfield et. al., alleging therein that his injuries were caused by negligent driving by Springfield police officer George Wayda, who was on duty at the time. Mr. Heffington is willing to settle this lawsuit with the City and the officer for a payment from the City in the amount of $1,400,000.00.

SIGN OFF: _____ (Mayor's Signature) GEM _____ Ramon Metzger (Director of OBM)

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-533

2024-534

AN ORDINANCE AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND TOWER CAPITAL GROUP, LP

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield and Tower Capital Group, LP have negotiated a jointly acceptable resolution for the issues in conflict in regards to the parking located at 700 E. Monroe Street; and

WHEREAS, the parties desire to enter into a settlement agreement with for the purposes set forth therein; and

WHEREAS, it is in the best interest of the City of Springfield to accept and execute the Settlement Agreement with Tower Capital Group, LP.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the settlement agreement as attached hereto. The Mayor and City Clerk are hereby authorized to execute any necessary documents on behalf of the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

_____ / 12/12/24
Office of Corporation Counsel / Date

2024-534

SETTLEMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND TOWER CAPITAL GROUP LP

THIS AGREEMENT, dated this _____ day of _____, 2024, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (hereafter referred to as "City"), and **TOWER CAPITAL GROUP LP**, a Texas limited partnership (hereafter referred to as "Tower Capital").

WHEREAS, the City of Springfield, a municipal corporation (hereafter referred to as "City") owns as a part of its Motor Vehicle Parking System a multi-story parking ramp located on the south half of Block 24 of the Old Town plat of the Town, now City, of Springfield, Illinois, and bounded by Seventh, Monroe and Eighth Streets and the alley running East and West through the block, consisting of three (3) decks, each of which has approximately one hundred ten (110) parking spaces (with a common address of 701 E. Monroe St. and parcel identification number 14-34.0-132-012), and of two (2) additional parking decks, each having one hundred ten (110) spaces (with a common address of 700 E. Monroe St. and parcel identification number 14-34.0-132-013), which existing three decks and additional two decks are collectively hereafter referred to as "Ramp"; and

WHEREAS, the Ramp has been the subject of previous agreements between City and predecessor-in-interest to Tower Capital setting forth the mutual promises and obligations of the parties for the operation and management of the Ramp, including an Operating and Management Contract having been executed on or about May 17, 1989 (Ordinance No. 371-5-89), amended on or about October 28, 1991(Ordinance No. 790-10-91); an Agreement dated September 9, 1991(Ordinance No. 790-10-91); and a Modification and Extension Agreement for the Operating and Management Contract executed on or about March 17, 2016 (Ordinance No. 100-03-16), collectively the "Operating Agreement"; and

WHEREAS, the City has also leased the air rights over the aforesaid parking ramp to a predecessor-in-interest to Tower Capital pursuant to the terms and provisions of a certain Lease of Air Rights over the City of Springfield Motor Vehicle Parking Ramp at Seventh and Monroe Streets dated November 9, 1971, by and between the City, as Lessor, and Illinois Architectural and Mechanical Systems Corporation, as Lessee, and recorded on April 25, 1972, in Mortgage Record 1123, Page 396, as Document No. 526724, as amended by a certain Ordinance approving an Amendment to said Lease of Air Rights as of March 1, 1976, said Ordinance dated April 27, 1976, and recorded May 20, 1980 as Document No. 853465 (as so amended, the "Air Rights Lease"), which Air Rights Lease was assigned to a predecessor-in-interest to Tower Capital pursuant to the terms and provisions of a certain Assignment of Parking Air Rights Lease, Space and Equipment Leases dated May 12, 1989; and

WHEREAS, a predecessor-in-interest to Tower Capital under the Air Rights Lease constructed two (2) additional levels in the air rights over the parking ramp described in the preceding paragraph, each such level having approximately one hundred ten (110) parking spaces, fee simple title to which levels has been conveyed by Deed dated May 12, 1989, to a predecessor-

in-interest to Tower Capital (with a common address of 700 E. Monroe St. and parcel identification number 14-34.0-132-013); and

WHEREAS, a dispute recently arose regarding the terms and an alleged default of the terms of the Operating Agreement; and

WHEREAS, the parties desire to mutually resolve said dispute by agreement pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the following mutual promises of the City and Tower Capital, the sufficiency of which are acknowledged by the parties, the parties agree as follows:

Section 1. Tower Capital shall pay back rent due and owing under the Operating Agreement through September 31, 2024 in the amount of $108,000.00 to the City within 30 days of the execution of this Agreement.

Section 2. Upon receipt of said payment, the City shall, within 30 days, execute and deliver a Release of the Notice of Default, recorded as document number 2024R06025 on April 19, 2024, to Tower Capital or their designee substantially in the form attached hereto as **Exhibit A**. Tower Capital shall be responsible for recording and paying all applicable recording fees for said Release.

Section 3. Additionally upon receipt of said payment, the City and Tower Capital shall execute a mutual release of claims under the Operating Agreement substantially in the form attached hereto as **Exhibit B**, which shall include any claim(s) by Tower Capital for contribution of work to be performed by the City on the Ramp and any claim(s) by the City for defaults under the Operating Agreement prior to the execution of this Agreement.

Section 4. The City and Tower Capital shall execute an amendment to the Operating Agreement substantially in the form attached hereto as **Exhibit C** which (i) reaffirms the Operating Agreement; (ii) amends the Operating Agreement to provide the City with 10 additional parking spaces in the Ramp for its use during the City's normal business hours without charge, such parking spaces to be contiguous on the first floor of the Ramp; and (iii) provides clarification on the name of the current lessee/tenant.

Section 5. Tower Capital shall commence payment of rent to the City under the amended Operating Agreement beginning December 1, 2024.

Section 6. In the event of any breach of this Agreement by either party, the non-breaching party shall be entitled to terminate this Agreement after delivery of written notice thereof to the breaching party, and shall have the right to pursue any remedy allowed at law or in equity to enforce the terms of this Agreement. Should a breach of this Agreement be for non-payment, the non-breaching party shall also have the right to pursue any remedy allowed at law or in equity as it relates to any claims occurring prior to the execution of this Agreement.

Section 7. If any provisions of this Agreement or the application thereof to any person or circumstances shall to any extent be determined to be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid to the fullest extent permitted by law.

Section 8. No remedy herein or otherwise conferred upon or reserved to a party shall be considered exclusive of any other remedy, but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Agreement to a party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient by the party. No delay or omission of a party to exercise any right or power shall be construed to be a waiver of estoppel of any such right or power.

Section 9. The receipt of any payment by any party, with knowledge of any breach of this Agreement, or of any default on the part of the other party in the observance or performance of any of the obligations, conditions or agreements of this Agreement, shall not be deemed to be a waiver of any provisions of this Agreement. No failure on the part of either party to enforce any obligation or provisions herein contained nor any waiver of any right thereunder by it, unless in writing, shall discharge or invalidate such obligation or provision or affect the right of such party to enforce the same in that event or any subsequent breach or default. No obligation or condition of this Agreement shall be deemed to have been waived by a party unless such waiver be in writing, signed by the party. Consent of a party to any act or matter must be in writing and shall apply only with respect to the particular act or matter to which such consent is given and shall not relieve the other party from the obligation, wherever required under this Agreement, to obtain the consent of the other party to any other act or matter.

Section 10. This Agreement shall not be assigned by Tower Capital without the express written consent of the City which consent shall not be unreasonably withheld. No such consent shall be required in the event of sale of the hotel adjacent to the Ramp by Tower Capital or as necessary to comply with the requirements of a refinance of the hotel. No assignment shall become operative until assignee has signed an agreement assuming the obligations herein of Tower Capital. The City shall not unreasonably withhold consent.

Section 11. Attorneys' Fees. In the event of default of this Agreement by either party resulting in legal enforcement of this Agreement or for collection of any monies due hereunder, or to enforce performance of this Agreement, the prevailing party in the event of litigation shall be entitled to recover its reasonable costs and attorneys' fees incurred in such matter from the other party.

Section 12. This Agreement may not be amended except in writing and signed by the parties hereto. Any such amendment must be approved by a vote of the City Council.

Section 13. Miscellaneous. This Agreement shall be governed by the laws of the State of Illinois. This Agreement represents the entire agreement of the parties as to the matters contained herein.

This Agreement shall be binding upon the parties hereto, their successors, representatives and assigns.

DATE: _____

CITY OF SPRINGFIELD, ILLINOIS,
a municipal corporation

ATTEST: _____
Frank J. Lesko, City Clerk

BY: _____
Misty Buscher, Mayor

TOWER CAPITAL GROUP LP.
A Texas Limited Partnership.

DATE: 12-04-2024

BY: _____
Al Rajabi

Its: Manager

STATE OF ~~ILLINOIS~~ Texas)
) SS
COUNTY OF ~~SANGAMON~~ Bexar)

I, Sherri Stuart, a Notary Public in and for said County and State, do hereby certify that Al Rajabi, Manager of Tower Capital Group LP, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they signed the said Agreement as their free and voluntary act.

Date: 12-4-24

_____
Notary Public

(SEAL)

SHERRI LYNN STUART
Notary ID #130252938
My Commission Expires
June 8, 2027

2024-534

Exhibit A

RELEASE OF LIEN

RELEASE OF LIEN BY THE CITY OF SPRINGFIELD, ILLINOIS,
A MUNICIPAL CORPORATION

STATE OF ILLINOIS)
) SS
COUNTY OF SANGAMON)

The City of Springfield, Illinois, by and through Gregory E. Moredock, Corporation Counsel, and Kateah McMasters, Assistant Corporation Counsel, being first duly sworn, states that:

Lien #2024R06025 Dated: April 19, 2024

for Default on Lease Agreement.

Parcel 1

PIN: 14-34.0-132-011

and commonly known as 700 E. Adams Street, Springfield, Sangamon County, Illinois.

Parcel 2

PIN: 14-34.0-132-013

and commonly known as: 700 E. Monroe Street, Springfield, Sangamon County, Illinois.

Parcel 3

PIN: 14-34.0-132-012

and commonly known as: 701 E. Monroe Street, Springfield, Sangamon County, Illinois.

Owner: TOWER CAPITAL GROUP LP

is hereby paid in full pursuant to a settlement agreement and released.

FOR THE PROTECTION OF THE OWNER, THIS RELEASE SHALL BE FILED WITH THE RECORDER OF DEEDS OF SANGAMON COUNTY, ILLINOIS, IN WHOSE OFFICE THE LIEN WAS FILED.

The undersigned states that she has full authority to act in signing this Release of Lien on behalf of The City of Springfield, Illinois.

Dated this _____ day of _____, 2024.

THE CITY OF SPRINGFIELD, ILLINOIS,
A Municipal Corporation

BY: Gregory E. Moredock,
Corporation Counsel

BY: _____
Kateah McMasters,
Assistant Corporation Counsel

Subscribed and sworn to before me this _____ day of _____, 2024.

_____
Notary Public

THIS INSTRUMENT PREPARED BY AND RETURN TO: Tower Capital Group, c/o Gordon Gates, 1231 S. 8th St., Springfield, Illinois 62703.

2024-534

Exhibit B

MUTUAL RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **City of Springfield, Illinois, a Municipal Corporation ("City")** and **Tower Capital Group, LP ("Tower")** being of lawful age, for the consideration of **One Hundred Eight Thousand Dollars ($108,000.00) paid by Tower to City and other mutual promises** made by the parties to each other, do hereby and for their agents, successors, and assigns release, acquit and forever discharge each other and their agents, successors, of and from any claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever, which the undersigned now have ~~or which may hereafter accrue~~ on account of or in any way growing out of certain leases and agreements pertaining to a multi-story parking ramp located at 700 and 701 E. Monroe Street in Springfield, Illinois, including, but not limited to, any claim(s) by Tower Capital for contribution of work to be performed by the City on the parking ramp, and any claim(s) by the City for defaults under the Operating Agreement prior to the execution of this Agreement. Such release is limited to acts or omissions occurring prior to the execution hereof.

It is understood and agreed that this settlement is the compromise of a doubtful and disputed claim, and that the payment made is not to be construed as an admission on the part of the party or parties hereby released, and that said releasees intend merely to avoid litigation and buy their peace.

The undersigned declare and represent that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. The undersigned declare that in the event there are any outstanding claims or liens of any type against the settlement proceeds, that the undersigned will be responsible for satisfying such claims or liens out of the settlement proceeds.

THE UNDERSIGNED PERSONS HAVE READ THE FOREGOING RELEASE AND FULLY UNDERSTAND IT.

|SIGNATURE PAGE TO FOLLOW|

Signed, sealed and delivered this _____ day of _____, 2024.

CITY OF SPRINGFIELD, ILLINOIS,
a municipal corporation

ATTEST: _____ BY: _____
Frank J. Lesko, City Clerk Misty Buscher, Mayor

TOWER CAPITAL GROUP LP.
A Texas Limited Partnership.

BY: _____

Al Rajabi

Its: Manager

STATE OF ~~ILLINOIS~~ Texas)
) SS.
COUNTY OF ~~SANGAMON~~ Bexar)

On the 4th day of December, 2024, before me personally appeared Al Rajabi known to me to be the person named herein and who executed the foregoing Release and he acknowledged to me that he/she voluntarily executed the same.

SHERRI LYNN STUART
Notary ID #130252938
My Commission Expires
June 8, 2027

Sherri Stuart
Notary Public

2024-534

Exhibit C

AMENDMENT AND AFFIRMATION FOR THE OPERATING AND MANAGEMENT CONTRACT BETWEEN THE CITY OF SPRINGFIELD AND TOWER CAPITAL GROUP LP FOR THE CITY OF SPRINGFIELD VEHICLE PARKING RAMP AT SEVENTH AND MONROE

THIS AMENDMENT AND AFFIRMATION of the Operating and Management Contract for the City of Springfield Vehicle Parking Ramp at Seventh and Monroe (also referred to as the "Operating Agreement"), dated this _____ day of _____ day of _____, 2024, by and between the **CITY OF SPRINGFIELD, ILLINOIS**, a municipal corporation (hereafter referred to as "City"), and **TOWER CAPITAL GROUP LP**, a Texas limited partnership (hereafter referred to as "Tower Capital").

WHEREAS, the City of Springfield, a municipal corporation (hereafter referred to as "City") owns as a part of its Motor Vehicle Parking System a multi-story parking ramp located on the south half of Block 24 of the Old Town plat of the Town, now City, of Springfield, Illinois, and bounded by Seventh, Monroe and Eighth Streets and the alley running East and West through the block, consisting of three (3) decks, each of which has approximately one hundred ten (110) parking spaces (with a common address of 701 E. Monroe St. and parcel identification number 14-34.0-132-012), and of two (2) additional parking decks, each having one hundred ten (110) spaces(with a common address of 700 E. Monroe St. and parcel identification number 14-34.0-132-013), which existing three decks and additional two decks are collectively hereafter referred to as "Ramp"; and

WHEREAS, the Ramp has been the subject of previous agreements between City and predecessor-in-interest to Tower Capital setting forth the mutual promises and obligations of the parties for the operation and management of the Ramp, including an Operating and Management Contract having been executed on or about May 17, 1989 (Ordinance No. 371-5-89), amended on or about October 28, 1991(Ordinance No. 790-10-91); an Agreement dated September 9, 1991(Ordinance No. 790-10-91); and a Modification and Extension Agreement for the Operating and Management Contract executed on or about March 17, 2016 (Ordinance No. 100-03-16), collectively the "Operating Agreement"; and

WHEREAS, the City has also leased the air rights over the aforesaid parking ramp to a predecessor-in-interest to Tower Capital pursuant to the terms and provisions of a certain Lease of Air Rights over the City of Springfield Motor Vehicle Parking Ramp at Seventh and Monroe Streets dated November 9, 1971, by and between the City, as Lessor, and Illinois Architectural and Mechanical Systems Corporation, as Lessee, and recorded on April 25, 1972, in Mortgage Record 1123, Page 396, as Document No. 526724, as amended by a certain Ordinance approving an Amendment to said Lease of Air Rights as of March 1, 1976, said Ordinance dated April 27, 1976, and recorded May 20, 1980 as Document No. 853465 (as so amended, the "Air Rights Lease"), which Air Rights Lease was assigned to a predecessor-in-interest to Tower Capital pursuant to the

terms and provisions of a certain Assignment of Parking Air Rights Lease, Space and Equipment Leases dated May 12, 1989; and

WHEREAS, a predecessor-in-interest to Tower Capital under the Air Rights Lease constructed two (2) additional levels in the air rights over the parking ramp described in the preceding paragraph, each such level having approximately one hundred ten (110) parking spaces, fee simple title to which levels has been conveyed by Deed dated May 12, 1989, to a predecessor-in-interest to Tower Capital (with a common address of 700 E. Monroe St. and parcel identification number 14-34.0-132-013); and

WHEREAS, pursuant to a Settlement Agreement dated _____, 2024, the parties agreed to amend the Operating Agreement:

NOW, THEREFORE, in consideration of the following mutual promises of the City and Tower Capital, the sufficiency of which are acknowledged by the parties, the parties agree as follows:

Section 1. The Operating and Management Contract, as extended, modified, supplemented or amended (also referred to as the "Operating Agreement") is hereby reaffirmed, ratified and confirmed in every respect by the parties.

Section 2. The parties subject to the Operating Agreement are the CITY OF SPRINGFIELD, ILLINOIS, a municipal corporation ("City"), and TOWER CAPITAL GROUP LP, a Texas limited partnership ("Tower Capital" or "Contractor".)

Section 3. Section 6 of the Modification and Extension Agreement for the Operating and Management Contract executed on or about March 17, 2016 (Ordinance No. 100-03-16) is hereby amended as follows:

> The City shall receive 30 parking spaces in the Ramp for its use during the City's normal business hours without charge, such parking spaces to be contiguous on the first floor of the Ramp.

Section 4. Except as otherwise previously extended, modified, supplemented or amended, all of the terms, covenants and conditions of the Operating and Management Contract will remain in full force and effect as heretofore written.

Section 5. The parties shall execute a Memorandum of Agreement substantially in a form mutually agreeable between the parties for public recording purposes.

[SIGNATURE PAGE TO FOLLOW]

DATE: _____

CITY OF SPRINGFIELD, ILLINOIS,
a municipal corporation

ATTEST: _____
Frank J. Lesko, City Clerk

BY: _____
Misty Buscher, Mayor

TOWER CAPITAL GROUP LP.
A Texas Limited Partnership.

DATE: 12-04-2024

BY: _____
AL Rajabi

Its: Manager

STATE OF ~~ILLINOIS~~ Texas)
) SS
COUNTY OF ~~SANGAMON~~ Bexar)

I, Sherri Stuart, a Notary Public in and for said County and State, do hereby certify that Al Rajabi, _____, and _____, personally known to me to be the same persons whose names are subscribed to the foregoing Agreement, appeared before me this day in person and acknowledged that they signed the said Agreement as their free and voluntary act.

Date: 12-4-24

_____
Notary Public

(SEAL)

SHERRI LYNN STUART
Notary ID #130252938
My Commission Expires
June 8, 2027

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Settlement Agreement **FISCAL IMPACT:** $

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A SETTLEMENT AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND TOWER CAPITAL GROUP, LP

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No ☐

CONTRACT AMOUNT:	(Original amount if change order)	Change Order #	Additional Amount

Method of Purchase (check one) **Previous Ord #'s** _____

☐ Low Bid ☐ Other: _____ **Is Purchasing Agent approval required?** No ☒ Yes ☐
☐ Low Bid Meeting Specs ☐ Exception: _____ **Is Purchasing Agent approval attached?** No ☒ Yes ☐
☐ Low Evaluated Bid **Code Provision:** _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	036	110	PARK	BOND	4120	$108,000.00
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY:	**Date:**
DIRECTOR / SUPERVISOR SIGNATURE	**Date:**
CITY PURCHASING AGENT:	**Date:**

COMMENTS

The City and Tower Capital Group, LP have been negotiating jointly acceptable resolutions for the issues in conflict in regards to the parking ramp located at 700 E. Monroe Street. The parties desire to enter into a settlement agreement with for the purposes set forth therein.

SIGN OFF: _____ (Mayor's Signature) Ramon Metzger (Director of OBM)

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2024-534

AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT OF $20,000.00 FOR A TOTAL NOT TO EXCEED $120,000.00 TO HINSHAW & CULBERTSON LLP TO DEFEND GENERAL LIABILITY CLAIMS FOR THE CITY OF SPRINGFIELD, FOR THE OFFICE OF CORPORATION COUNSEL

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, City Council previously passed Ordinance No. 249-06-24 authorizing execution of an agreement with Hinshaw & Culbertson LLP, LLP to defend general liability claims for the City of Springfield, for the Office of Corporation Counsel for an amount not to exceed $75,000.00; and

WHEREAS, City Council previously passed Ordinance No. 317-08-24 authorizing additional payment of $25,000.00, for a total amount not to exceed $100,000.00 to Hinshaw & Culbertson LLP, LLP to defend general liability claims for the City of Springfield, for the Office of Corporation Counsel; and

WHEREAS, the Office of Corporation Counsel has received bills that exceed the limit of the above listed ordinances; and

WHEREAS, the City desires to continue utilizing Hinshaw & Culbertson LLP, LLP services; and

WHEREAS, the City is requesting an additional $20,000.00 for a total amount not to exceed $120,000.00 for contractual services provided under contract NB25-141C; and

WHEREAS, it is now necessary for the City Council authorize an additional payment of $20,000.00, for a total amount not to exceed $120,000.00 to Hinshaw & Culbertson LLP, LLP to defend general liability claims for the City of Springfield, for the Office of Corporation Counsel.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes additional payment in the amount of $20,000.00 for a total amount not to exceed $120,000.00 to Hinshaw & Culbertson LLP, to defend general liability claims for the City of Springfield, for the Office of Corporation Counsel.

Section 2: That the Office of Budget and Management is hereby authorized to pay the additional amount of $20,000.00 for a total amount not to exceed $120,000.00 under contract NB25-141C to Hinshaw & Culbertson LLP from account number 074-107-BMGT-LIAB-1217.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank Lesko

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ / 12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: _____

OFFICE REQUESTING: Corporation Counsel **CONTACT PERSON:** Greg Moredock
PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Agreement **FISCAL IMPACT:** $ 20,000.00

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT OF $20,000 FOR A TOTAL NOT TO EXCEED $120,000 TO HINSHAW & CULBERTSON LLP TO DEFEND LIABILTY CLAIMS FOR THE CITY OF SPRINGFIELD, FOR THE OFFICE OF CORPORATION COUNSEL

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)
NB25-141C

CONTRACTOR / VENDOR NAME: Hinshaw & Culbertson LLP **VENDOR NO:** 0HIN9000

CONTRACT TERM: 03/01/2024-02/28/2025 **Change in Scope** Yes ☐ No ☒

CONTRACT AMOUNT: $ 100,000.00 (Original amount if change order) | Change Order # | $ 20,000.00 Additional Amount

Method of Purchase (check one)

☐ Low Bid ☐ Other / Exception:
☐ Low Bid Meeting Specs ☐ Sole Source / OEM
☐ Low Evaluated Bid ☒ Prof Service ☐ Joint Purchase

Previous Ord #'s 249-06-24, 317-08-24

Is Purchasing Agent approval required? No ☐ Yes ☒
Is Purchasing Agent approval attached? No ☐ Yes ☒
Code Provision: _____

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

Fund	Agency	Org	Activity	Object	Amount
074	107	BMGT	LIAB	1217	$20,000.00

FUNDS CHECK BY: Courtney Hall **Date:** 12.02.2024
DIRECTOR / SUPERVISOR SIGNATURE **Date:**
CITY PURCHASING AGENT: J Michael Todd **Date:** 12-2-2024

COMMENTS

AN ORDINANCE AUTHORIZING ADDITIONAL PAYMENT OF $20,000 FOR A TOTAL NOT TO EXCEED $120,000 TO HINSHAW & CULBERTSON LLP TO DEFEND LIABILTY CLAIMS FOR THE CITY OF SPRINGFIELD, FOR THE OFFICE OF CORPORATION COUNSEL

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM) 12/3/2024

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2024-535

2024-536

AN ORDINANCE APPROVING THE APPOINTMENT OF AMY RASING AS DIRECTOR OF THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR THE CITY OF SPRINGFIELD

WHEREAS, a vacancy exists for the position of Director of the Office of Planning and Economic Development for the City of Springfield; and

WHEREAS, pursuant to Section 32.50 of the 1988 City of Springfield Code of Ordinances, as amended ("City Code"), the appointment of the Director of the Office of Planning and Economic Development is considered a principal assistant to the Mayor and carries an exempt status and is subject to the approval of the Mayor with the advice and consent of the City Council; and

WHEREAS, Mayor Misty Buscher desires to appoint Amy Rasing as the Director of the Office of Planning and Economic.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the appointment of Amy Rasing as Director of the Office of Planning and Economic Development for the City of Springfield.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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2024-536

AMY RASING

2317 W. Iles Avenue Springfield, IL 62704 - amyrasing@gmail.com 217-685-7236

PROFESSIONAL EXPERIENCE

City of Springfield, Office of Planning & Economic Development
Operations Coordinator – Grants November 2023-present

- Created concept and now implementing City-wide Grants Shared Drive for grant communication and aid in compliance management. This is a new tool and already showing beneficial outcomes without any additional expense of grant management software.
- Research and propose grant opportunities to all City Departments.
- Assist Departments with compiling grant application materials and drafting narratives as needed.
- Communicate and cultivate relationships with state and federal granting agency personnel.
- Manage grant department team and AmeriCorps Program contractor.
- Proposed and planning to lead/teach a community-wide offering of Grants 101 Training by the City to support our non-profit agencies who do not have expertise or staffing to help them with this fundraising option. This effort in response to listening to the community and City colleagues who work in outreach in our City.

Illinois Presbyterian Home Communities Director of Development 2018-November 2023
A non-denominational Mission-based senior healthcare & housing non-profit organization in Springfield and Jacksonville since 1954.

- Served as lead on $7.1 million dollar construction project – from design to marketing to management after resident move-in. Successfully reserved 100% of the 50 new units prior to construction completion. Hosted Ground Blessing May 2021 and Ribbon Cutting May 2022, during a national pandemic by working diligently with builders and creatively marketing by hosting outdoor and off-site events and getting a golf cart donated for tours of construction sites.
- Led all engagement activities with residents, families, volunteers, and the community to create a spirit of giving. Raised over $3,000,000 in less than five years starting with a limited donor base.
- Budgeted planning, implementation, and management of all internal and external communications and marketing – including COVID-19 protocols and practices.
- Managed purchasing negotiation and donation solicitation for all departments.
- Supported Executive Director with Human Resource management – from recruitment to reviews.
- Responsible for census management goals via marketing, tours, and resident rental agreement closings.

Schultz Foundation for Advancing Counseling Executive Director 2014-2018
Statewide grantmaking to mental health professionals for professional development, research and community programming.

- Lead strategic planning activities for renaming and rebranding including designing new logo.
- Managed grant process from application, candidate interviews, to final report.
- Increased donor base from 200 to 700 in first year resulting in revenue growth.
- Worked with Board of Directors to manage all fiscal revenue, grant allocation expenses, and endowment investments of over $3.5 million.

Children's Organ Transplant Association (COTA) Director of Campaigns 2003-2014
National charity providing fundraising assistance and financial support to families with children in need of live-saving transplants.
** Hired and trained my replacement staying on additional months as a consultant to ensure consistency and continued record-setting impact.*

- Scheduled and conducted more than 100 "Fundraising with COTA" face-to-face presentations nationwide each year. Responsible for all travel arrangements using fiscally prudent standards and practices.
- Hired and trained all marketing and development staff - grew from 6 to 16 on our team. Supervised and managed my direct report staff remotely at a time when it was somewhat unusual to do so – via conference calling and email.
- Managed annual fundraising including; Great American Duck Race with Riley Children's Hospital, George Taliaferro Golf Outing, and created the now premier event; Miracle Maker Celebration.
- Wrote and published hundreds of grassroots fundraising templates, tips, and examples for volunteer use. Still used today and available on COTA's website.
- Celebrated more than five consecutive years of 100% of goals met in numbers served and campaign projections.

2024-536

Arthritis Foundation Central IL **Branch Executive Director & IL Chapter Lobbyist** **1999-2003**

- Restructured day-to-day operations including cost-effective establishment of internship programs in ten branches.
- Grew annual Jingle Bell Run event from 100 to 600 participants and 300% revenue increase within two years.
- Co-hosted weekly radio show with local chiropractor.
- Instrumental in solidifying partnership with FitClub and St John's Bone & Joint Institute.
- Spoke before House and Senate on a variety of treatment and disability issues related to arthritis.
- Created first Juvenile Arthritis fundraiser in the State and raised more than $100,000 for treatment and research.
- Launched more than five Support Groups and a number of land and water exercise programs.

Provena Health **Director of Development** **1996-1999**

Illinois-based Catholic non-profit healthcare system. Now known as Presense Healthcare.

- Generated over a million dollars in unrestricted donor gifts within first year.
- Secured numerous operations and special project/equipment grants.
- Managed campus cleanup and archives of historic properties owned by the Women Religious Orders.
- Chosen as part of company-wide marketing committee to re-brand as additional properties were purchased and expanded.

Midway Village & Museum Center **Special Events and Marketing Coordinator** **1994-1996**

Living history and museum center welcoming daily visitors and on-going special events attended by thousands annually.

- Produced property rental revenue increase of 300% within first season of employment and managed 16 special events including Illinois' largest Civil War re-enactment.
- Designed and marketed new youth educational and engagement programs including; Classroom in the Old Schoolhouse, Huck Finn & Tom Sawyer birthday party, Etiquette Classes and Tea Parties.
- Worked with Convention and Visitors Bureau on FAM Tours resulting in attendance and revenue increases across all programs and site rentals.
- Served as property representative on weekly radio show promoting events and programs.

Rock River Valley Council Girl Scouts **Membership Specialist** **1989-1994**

- Developed volunteer recognition programs resulting in 85% retention rate.
- Recruited and trained volunteers with regular supervision of over 100 volunteers.
- Honored with Leadership Symposium Trip to New York Headquarters of GSUSA after only one year in position.

EDUCATION & CERTIFICATIONS

University of Northern Iowa - Bachelor of Arts: Communications
American Humanics Program - Non-Profit Agency Administration

COMMUNITY INVOLVEMENT & PROFESSIONAL DEVELOPMENT

University of Illinois Springfield - UIS – Internal Review Board (IRB) Committee (2017-2024)

Illinois Women in Leadership (IWIL)– Executive Board (2018-19, 2019-20, Member since 2015)
* Athena Nominee 2023
King's Daughters Organization (KDO) – Executive Board (2020-23, Member since 2018)
* Auction Chair (2019-2024)
Susan G. Komen Race for a Cure – Committee Chair (2013-2022) brought the Race to Springfield
* Land of Lincoln Pink Warriors (2013-present)
Illinois Women in Government – Special Events Coordinator (2001-2003)

United Way of Central Illinois – Annual Campaign, City of Springfield, OPED Representative – (2024)

Brinkerhoff Mansion – Event Volunteer and Marketing Consultant (2023-present)

First Night, Rockford, IL - Volunteer Chairperson – (1994-1998)

WORKSHOP PRESENTER – Women Entrepreneurs of Central Illinois (WECI), Agelinc, Lincoln Land Community College Academy of Lifelong Learning, Sangamon CEO Program, Forefront, National Alliance of Mental Illness (NAMI), University of Illinois Cooperative Extension Program, Illinois Association of Community Action Agencies, American Legion, and Kiwanis International & Key Club National Conventions.

2024-536

ORDINANCE FACT SHEET

ORD. REQUEST FORM NO: _____
DATE OF 1ST READING: 12/17/2024

OFFICE REQUESTING: Mayor's Office
CONTACT PERSON: Greg Moredock
PHONE NUMBER: 217-789-2393

EMERGENCY PASSAGE: No ☒ Yes ☐ If yes, explain justification.

TYPE OF ORDINANCE: Appointment
FISCAL IMPACT: $

(If amending a previous ordinance, please attach a copy of the previous ordinance)

SUGGESTED TITLE:

AN ORDINANCE APPROVING THE APPOINTMENT OF AMY RASING AS DIRECTOR OF THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR THE CITY OF SPRINGFIELD

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: _____ **Change in Scope** Yes ☐ No ☐

CONTRACT AMOUNT: _____ (Original amount if change order) | **Change Order #** _____ | **Additional Amount** _____

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☒ Yes ☐
Is Purchasing Agent approval attached? No ☒ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

FUNDS CHECK BY: **Date:**

DIRECTOR / SUPERVISOR SIGNATURE **Date:**

CITY PURCHASING AGENT: **Date:**

COMMENTS

Pursuant to the Springfield City Code of Ordinances, Chapter 11, Section 32.51, this Ordinance is to Appoint Amy Rasing as Director of the Office of Planning and Economic Development.

SIGN OFF:

(Mayor's Signature) GEM (Director of OBM)

S\Excel\Forms__Blank Fact Sheet (REVISED)__ The information supplied on this form is not confidential information. Revised 5/10/04

2024-536

AN ORDINANCE AUTHORIZING PAYMENT IN THE AMOUNT OF $56,000.00 TO FLOCK GROUP, INC. FOR THE FLOCK SAFETY CONDOR PTZ CAMERAS, TO BE FUNDED BY THE COPS EQUIPMENT AND TECHNOLOGY GRANT #15JCOPS-24-GG-02157-TECP AND ORGANIZED RETAIL CRIME GRANT #25-0155ORC, FOR THE SPRINGFIELD POLICE DEPARTMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City Council previously passed Ordinance no. 462-11-24 authorizing acceptance and execution of the 2024 Community Oriented Policing Services ("COPS") Grant #15JCOPS-24-GG-02157-TECP from the U.S. Department of Justice, in the amount of $300,000.00 and authorizing a supplemental appropriation in the amount of $300,000.00 for the Springfield Police Department; and

WHEREAS, the City Council previously passed Ordinance no. 398-10-24 authorizing Grant #25-0155ORC from the State of Illinois Office of the Attorney General, in the amount of $134,580.00, for the Organized Retail Crime Grant Program and authorizing a supplemental appropriation in the amount of $134,580.00 for the Springfield Police Department; and

WHEREAS, the Springfield Police Department desires to purchase six Flock Condor PTZ Cameras with LTE services in the amount of $21,000.00 utilizing funds from the Organized Retail Crime Grant for use in abating retail crime and organized theft; and

WHEREAS, the Springfield Police Department desires to purchase ten Flock Condor PTZ Cameras with LTE services in the amount of $35,000.00 utilizing funds from the COPS Equipment and Technology Grant to be utilized in areas designated by the Springfield Police Department through analytics and data to be "Hot Spots" for crime; and

WHEREAS, Flock Group Inc. d/b/a Flock Safety is a sole source provider and is willing to provide sixteen Flock Condor PTZ Cameras with LTE services for an amount not to exceed $56,000.00; and

WHEREAS, the City Purchasing Agent has made a determination, that this purchase is exempt from the provisions of the City Purchasing Code requiring sealed competitive bidding pursuant to the exceptions contained in Section 38.40 pertaining to Sole Source Procurement; and

WHEREAS, it is necessary to authorize payment, in the amount of $56,000.00, to Flock Group, Inc. d/b/a Flock Safety for the purchase of sixteen Flock Safety Condor PTZ Cameras.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes payment of $56,000.00 to the Flock Group, Inc. d/b/a Flock Safety for to Flock Group, Inc. d/b/a Flock Safety for the purchase of sixteen

Flock Safety Condor PTZ Cameras.

Section 2: That the Office of Budget and Management is hereby authorized to make payment to the Flock Group Inc. d/b/a Flock Safety (VC*7432) in an amount not to exceed $56,000.00 from the account numbers as follows:

001-112-POLC-ORCG-1507	$21,000.00
077-112-POLC-COPS-1507	$35,000.00
TOTAL:	**$56,000.00**

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

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2024-537

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Flock Safety + IL - Springfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

2024-537

Docusign Envelope ID: 9295324B-AF18-4CB1-AAF9-A64A1418924D

flock safety

ORDER FORM

This order form ("**Order Form**") hereby incorporates and includes the terms of the previously executed agreement (the "**Terms**") which describe and set forth the general legal terms governing the relationship (collectively, the "**Agreement**"). The Terms contain, among other things, warranty disclaimers, liability limitations and use limitations.

This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	IL - Springfield PD	Initial Term:	12 Months
Legal Entity Name:	IL - Springfield PD	Renewal Term:	24 Months
Accounts Payable Email:	joshua.stuenkel@springfield.il.us	Payment Terms:	Net 30
Address:	800 E Monroe St Springfield, Illinois 62701	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$35,000.00**
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service	Included	10	Included
Flock Safety Professional Services			
Professional Services - Subscription - Electrical Implementation	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$35,000.00
Annual Recurring Subtotal:	$35,000.00
Estimated Tax:	$0.00
Contract Total:	$35,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)

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Docusign Envelope ID: 9295324B-AF18-4CB1-AAF9-A64A1418924D

Year 1	
At Contract Signing	$35,000.00
Annual Recurring after Year 1	$35,000.00
Contract Total	$35,000.00

*Tax not included

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Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor ™ PTZ w/ LTE Service	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Professional Services - Subscription - Electrical Implementation	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.

FlockOS Features & Description

FlockOS Features	Description

Docusign Envelope ID: 9295324B-AF18-4CB1-AAF9-A64A1418924D

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.		**Customer: IL - Springfield PD**	
By:	Signed by: Mark Smith AC5C931454C24F3...	By:	
Name:	Mark Smith	Name:	Joshua Stuenkel
Title:	General Counsel	Title:	
Date:	11/25/2024	Date:	
		PO Number:	

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Docusign Envelope ID: 83A170BB-129F-4534-8B0D-6040F086B661

Flock Safety + IL - Springfield PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Dan Murdock
dan.murdock@flocksafety.com
3124153858

flock safety

2024-537

Docusign Envelope ID: 83A170BB-129F-4534-8B0D-6040F086B661

flock safety

ORDER FORM

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This additional services Agreement will be effective when this Order Form is executed by both Parties (the "**Effective Date**")

Customer:	IL - Springfield PD	Initial Term:	12 Months
Legal Entity Name:	IL - Springfield PD	Renewal Term:	24 Months
Accounts Payable Email:	michael.gardner@springfield.il.us	Payment Terms:	Net 30
Address:	800 E Monroe St Springfield, Illinois 62701	Billing Frequency:	Annual Plan - First Year Invoiced at Signing.
		Retention Period:	30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			**$21,000.00**
Flock Safety Video Products			
Flock Safety Condor ™ PTZ w/ LTE Service -	Included	6	Included
Flock Safety Professional Services			
Professional Services - Subscription - Electrical Implementation -	Included	6	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			

Subtotal Year 1:	$21,000.00
Annual Recurring Subtotal:	$21,000.00
Estimated Tax:	$0.00
Contract Total:	$21,000.00

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "**Renewal Term**") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Special Terms:

• In the event the selected Designated Location does not meet the specified requirements for installation due to a site survey revealing discrepancies (e.g, 120v or 240v specification), Customers' installation will be delayed by several months. Customer understands and agrees that Flock will not offer any concessions under these circumstances. Pursuant to Section 10.3 and 10.4 herein, Customer is responsible for any fees stemming from changes to the Deployment Plan or additional supplementary cost required for installation. In the event a Designated Location is not viable for installation, Customer may elect to transfer the value of the purchased products/services towards an alternative Flock product.

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Docusign Envelope ID: 83A170BB-129F-4534-8B0D-6040F086B661

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	$21,000.00
Annual Recurring after Year 1	$21,000.00
Contract Total	$21,000.00

*Tax not included

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Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Condor ™ PTZ w/ LTE Service -	Law enforcement grade live streamed PTZ camera with 30 days of edge storage. VMS included and server free. Installed and maintained by Flock Safety, turn key-no additional software or integrations required. *Flock provided sim card camera is limited to 25 hours per month of live streaming.
Professional Services - Subscription - Electrical Implementation -	Electrical connection and maintenance services for AC powered devices by Flock qualified electrical workers.

FlockOS Features & Description

FlockOS Features	Description

Docusign Envelope ID: 83A170BB-129F-4534-8B0D-6040F086B661

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the previously executed agreement.
The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.	**Customer: IL - Springfield PD**
By: _____	By: _____
Name: Mark Smith	Name: Joshua Stuenkel
Title: _____	Title: _____
Date: _____	Date: _____
	PO Number: _____

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ORDINANCE FACT SHEET

DATE OF 1st READING: _____

OFFICE REQUESTING: Police Department

CONTACT PERSON: Kalvin Gaskill

PHONE NUMBER: 217-788-8345 x4314

EMERGENCY PASSAGE: No ☐ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $56,000.00

SUGGESTED TITLE: Ordinance Authorizing Payment in the amount of $56,000.00 to Flock Group Inc for the Flock Safety Condor PTZ Cameras to be funded by the COPS Equipment & Technology Grant (#15JCOPS-24-GG-02157-TECP) & Organized Retail Crime Grant(#25-0155ORC)

CONTRACTOR / VENDOR NAME: Flock Group Inc dba Flock Safety **VENDOR NO:** VC*7432

CONTRACT TERM: _____ **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: Sole Source
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	001	112	POLC	ORCG	1507	21,000.00
2	077	112	POLC	COPS	1507	35,000.00
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Itemized Packets for all Products and billing schedules

STAFF ANALYSIS

Budget Lines and funds have already been established through the Ordinances #462-11-24 & #398-10-24 accepting the Grants and proposed projects

(6) Flock Condor PTZ Cameras w/ LTE services to be funded by Organized Retail Crime Grant for use in abating Retail Crime and Organized Theft ($21,000.00)

(10) Flock Condor PTZ Cameras w/ LTE services to be funded by COPS Equipment & Tech Grant to utilized in areas designated by SPD through analytics and data to be "Hot Spots" for crime. ($35,000.00)

FUNDS CHECK BY: C. Heinzel **Date:** 12/10/2024

DIRECTOR / SUPERVISOR: John Stahl **Date:** 12/9/2024

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM

(Mayor's Signature)

Ramona Metzger

(Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SANGAMON DONUTS LLC D/B/A MEL-O-CREAM DONUTS FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 525 NORTH GRAND AVENUE EAST, UTILIZING CENTRAL AREA TAX INCREMENT FINANCE FUNDS IN THE AMOUNT OF $10,000.00, FOR THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as defined in the Redevelopment Agreement attached hereto) and known as the Central Area Tax Increment Redevelopment Plan and Project ("Plan"), pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. ("Act"); and

WHEREAS, Sangamon Donuts LLC d/b/a Mel-O-Cream Donuts ("Redeveloper") owns the property located at 525 North Grand Avenue East; and

WHEREAS, at this location, the owner has already invested their own money on various projects, including new windows, siding, paint, flooring, parking lot resurfacing, HVAC, plumbing and electric repairs, interior and exterior LED lighting and door replacement; and

WHEREAS, the Redeveloper is requesting Central Area Tax Increment Finance funds in the amount of $10,000.00 for repairs and replacement of the roof.; and

WHEREAS, the total project cost is $30,267.08, TIF represents 33% of those costs; and

WHEREAS, it is necessary to enter into a Redevelopment Agreement with Sangamon Donuts LLC d/b/a Mel-O-Cream Donuts ; and

WHEREAS, a copy of the contract shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves a redevelopment agreement with Sangamon Donuts LLC d/b/a Mel-O-Cream Donuts for use of Central Area Tax Increment Finance funds in the amount of $10,000.00 will be used to repair and replace the roof at the Mel-O-Cream at 525 North Grand Avenue East.

Section 2: That the Office of Budget and Management is authorized to make payment not to exceed $10,000.00 to Sangamon Donuts LLC d/b/a Mel-O-Cream Donuts, upon satisfactory completion of the project from account number 028-111-DEVL-ENOS-2110.

Section 3: That this ordinance shall become effectively immediately after its passage and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

Requested by: Mayor Misty Buscher

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

REDEVELOPER AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS AND
SANGAMON DONUTS LLC DBA MEL-O-CREAM DONUTS

THIS AGREEMENT, entered into on or as of the _____day of_____, 2024 by and between **CITY OF SPRINGFIELD, ILLINOIS,** a municipal corporation, by and through the Office of Planning and Economic Development (which together with any successor municipal corporation or public body hereinafter designated by or pursuant to law, is hereinafter called "City" or "Office of Planning and Economic Development"), exercising its governmental powers pursuant to the 1970 Constitution of the State of Illinois, and having its office at 800 East Monroe Street, Springfield, Illinois 62701, and **SANGAMON DONUTS LLC DBA MEL-O-CREAM DONUTS,** a for-profit organization located at 525 N. Grand Avenue East, Springfield, Illinois 62701, hereinafter called "Redeveloper".

WITNESSETH

WHEREAS, the City has adopted a program for the Redevelopment Project Area (as hereinafter defined) known as the Central Area Tax Increment Redevelopment Plan, in the City of Springfield, pursuant to "The Tax Increment Allocation Redevelopment Act, as amended" 65 ILCS 5/11-74.4-1, et seq. (hereinafter referred to as the "Act,");and

WHEREAS, pursuant to the provisions of the Act, the City, has adopted a Tax Increment Redevelopment Plan and Project (hereinafter referred to as the "Plan") pertaining to the redevelopment of the Central Area Tax Increment Redevelopment Plan, a copy of which Plan is on file with the City Clerk of the City of Springfield; and

WHEREAS, the Redeveloper is a Limited Liability Company whose intent is to redevelop 525 N. Grand Avenue East for office and retail space; and

WHEREAS, the Redeveloper has assembled financial commitments from private investments and local government, to pay for the purchase and redevelopment to accomplish the redevelopment of 525 N. Grand Avenue East; and

WHEREAS, in order to enable the City to achieve the objectives of the Plan in accordance with the uses set forth therein, the City intends to assist the Redeveloper in the rehabilitation of the aforesaid property; and

WHEREAS, the City believes that the project is in the best interest of the City and the health, safety, morals and welfare of its residents, and in accordance with the public purposes and provisions of the applicable federal, state, and local laws; and

WHEREAS, the Redeveloper has represented that it possesses the experience and qualifications to undertake this project and the City, therefore, deems it appropriate to enter into this Agreement with Redeveloper; and

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WHEREAS, it is contemplated that pursuant to this Agreement, the City shall provide the Redeveloper financial assistance in a total amount not to exceed Ten Thousand dollars ($10,000) of incurred cost to assist Redeveloper with the roof replacement of 525 N. Grand Avenue East to accomplish these purposes on the aforementioned property utilizing tax increment financing in accordance with the Act; and

WHEREAS, the Redeveloper is willing to develop the Site upon the terms set forth herein.

NOW, THEREFORE, in consideration of the premises and mutual obligations of the parties hereto, each of them does hereby covenant and agree as follows:

SECTION 1: DEFINITIONS

A. Definition of Terms

Certain terms used in this Agreement shall have the following meanings unless their content or use clearly indicates otherwise. Other terms may also be defined elsewhere in this Agreement.

"Act" means the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74 .4-1, et seq., and as it amended and supplemented from time to time.

"Agreement" means this Redeveloper Agreement and all addenda and exhibits hereto.

"Authorized Representative" means such person as from time to time designated to act on behalf of the Redeveloper in a written certificate furnished to the Office of Planning and Economic Development, containing the specimen signature of such person and signed on behalf of the Redeveloper by a corporate officer or partner or other representative, as appropriate. Such certificate may designate an alternate or alternates.

"City" means the City of Springfield, Illinois.

"Plan" or "Development Plan" shall have the meaning set forth in the preamble to this Agreement.

"Project" means: roof replacement of 525 N. Grand Avenue East, Springfield, Illinois in accordance with the terms and conditions of this Agreement and the law.

"Project costs" means only those costs as specified in the particular provision.

"Redeveloper "means Sangamon Donuts LLC DBA Mel-o-cream Donuts, and its successors.

"Redevelopment Assistance", sometimes "Assistance", means any payments to be made to Redeveloper from available tax increment funds for the Project.

"Site" means the real property located at 525 N. Grand Avenue East, Springfield, Illinois, at which the Project is to be located.

B. Construction of Words

The words "hereof," "herein," "hereunder," and other words of similar import refer to this Agreement as a whole.

Unless otherwise specified, references to articles, sections and other subdivisions of this Agreement are to the designated articles, sections and other subdivisions of this Agreement as originally executed.

The headings of this Agreement are for the convenience of reference only and shall not define or limit the provisions hereof.

SECTION 2: PURPOSE OF AGREEMENT AND ASSISTANCE

A. Purpose of Agreement

The purpose of this Agreement is to provide funds to the Redeveloper in order to complete the Project at the Site consistent with the terms and conditions of this Agreement. Only work that is reimbursed with the Redevelopment Assistance shall be governed by this Agreement.

B. Redevelopment Assistance to the Redeveloper

1. The City agrees, upon the terms and conditions in this Agreement, to provide Redevelopment Assistance in an amount not to exceed Ten Thousand dollars ($10,000) or 33% of incurred costs, whichever is less, to assist the Redeveloper with the Project. Redevelopment Assistance shall only be used by the Redeveloper for eligible expenses as proscribed in the Central Area Tax Increment Redevelopment Plan and the Tax Increment Allocation Redevelopment Act, as amended 65 ILCS 5/11-74.4-1, et seq.

2. The Redevelopment Assistance to be provided to the Redeveloper shall be as follows:

Reimbursement for costs of roof replacement of building at 525 N. Grand Avenue East, in Springfield, Illinois.

3. All Assistance to the Redeveloper Parties shall only be provided upon City approval of cost receipts, other supporting information and lien waivers submitted to City by the Redeveloper. Redeveloper shall submit requests for reimbursement, (i) upon 33% completion of the Project, (ii) upon 66% completion of the Project, and (iii) after the completion of the Project and with a certificate of occupancy, in requisitions containing verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Periodic requests for reimbursement shall contain verified bills or statements of suppliers, contractors, or professionals together with appropriate lien waivers for the work for which reimbursement is being requested. Within 30 days of receipt of a requisition, City shall either (i) approve the bills for reimbursement, or (ii) notify Redeveloper in writing of any bills disapproved for reimbursement with an explanation provided to Redeveloper so that Redeveloper may cure any defects and resubmit disapproved bills for reimbursement. In the event the City determines Tax Increment Available Funds are insufficient to reimburse all approved projects from the Central Area TIF Special Allocation Fund due to funds not yet received from expected tax increments, all reimbursements will resume at such time, in a chronological sequence

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payable to specific project submission requests that meet the required conditions of each specific applicable redevelopment agreement (such as lien waivers, certified payroll, etc.), as the Central Area TIF Special Allocation Fund accumulates fund sufficient to enable reimbursement as determined by the City. Redeveloper shall fulfill all contingencies and request reimbursement within 6 months of the date this Agreement is signed by the City. An extension may be granted upon mutual agreement of the Parties. If funds are not accessed within the 6 month period, or mutually agreed upon extension, the City has the right to terminate or suspend the Assistance and the ordinance. This Agreement does not authorize an expenditure of City funds in excess of the amount authorized by the City Council unless the City Council specifically approves an additional expenditure. Redeveloper agrees and acknowledges that absent such prior approval, it proceeds at its own risk with no guarantee of payment if the amount billed to the City exceeds the amount authorized by the City Council.

C. Undertaking of Redeveloper

The Redeveloper agrees to rehabilitate 525 N. Grand Avenue East in accordance with the law and this Agreement. The Redeveloper further agrees to invest gross funds in sufficient amounts to complete the Project.

SECTION 3: CONDITIONS PRECEDENT TO RECEIVING TIF ASSISTANCE

Prior to receiving Redevelopment Assistance, the Redeveloper shall furnish to the Office of Planning and Economic Development, the following, all to be satisfactory to the Office of Planning and Economic Development in both form and substance:

A. All applicable organization documents and filings for the Redeveloper and all resolutions necessary to effect the obligations of the Redeveloper pursuant to this Agreement;

B. Plans, including an updated Site Development Cost Analysis, including bids and estimates for work to be performed, showing all projected costs incidental to completion of the work along with a proposed completion schedule shall be submitted to the Office of Planning and Economic Development no later than sixty (60) days after the signing of this Agreement, unless an extension is granted by mutual agreement. All work to be performed shall be let by sealed competitive bidding and shall follow the procedures outlined in Chapter 38 of the City of Springfield, Illinois Code of Ordinances, 1988, as amended. In the event that Redeveloper desires to perform the work itself, it shall obtain three (3) estimates from the other contractors. Redeveloper then shall charge its total costs in an amount not to exceed the lowest bid. In the event Redeveloper performs the work pursuant to this paragraph, Redeveloper shall still be required to submit to the City all invoices, timesheets, and receipts verifying performance of the work. In all cases, Redeveloper shall retain a copy of all bids and/or estimates received for a period of five (5) years from completion of the Project. The City shall be allowed reasonable access to all such bids and/or estimates.

C. Firm commitments for financing necessary to complete the Project, from sources and in the form acceptable to the Office of Planning and Economic Development, or a demonstration of financial capacity sufficient to complete the Project;

D. Internal Revenue Service taxpayer identification number for the Redeveloper;

E. If applicable, a Certificate of Authority to do business in the State of Illinois;

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F. Documentation and verification that Redeveloper has paid State Prevailing Wage

G. Copies of all contracts, itemized invoices and paid receipts to verify expenses for the project. All receipts must be separated by specific project;

H. Such other documents, resolutions and other items reasonably required by the City, including copies of all project labor agreements for the Project (if applicable).

Redeveloper shall be entitled to make periodic requests for reimbursement, as long as all conditions precedent are met and Redeveloper is not in breach of any of the terms of this Agreement.

SECTION 4: REDEVELOPER'S OBLIGATIONS AND RIGHTS

A. Conformance to Federal, State and Local Requirement

All work shall conform with all applicable Federal, State and local laws, regulations, and ordinances including but not limited to building codes, prevailing wage laws, subdivision, zoning and life safety codes.

B. Changes Project

If, during the course of initial rehabilitation, the Redeveloper desires to make any changes in any portion of the Project which materially affects the appearance, function, or implementation of the Project, the Redeveloper shall submit the proposed change to the City Council for its approval. All other changes must be submitted to the Office of Planning and Economic Development for approval under this Agreement, and a response to such changes shall be given to Redeveloper within ten (10) days. Any approval in changes by the City Council or Office of Planning and Economic Development shall not constitute approval of any plans that are already or are required to be approved by the Building and Zoning Department for compliance with life, health, safety, building, and zoning regulations.

C. Time Limitations

The Project shall commence no later than thirty (30) days after receipt of a building permit from Building and Zoning, and it shall be completed no later than June 30, 2025, unless otherwise mutually agreed to in writing by the Parties. All invoices and paid receipts shall be submitted to the City within 3 months after completion of the Project, unless otherwise mutually agreed to in writing by the Parties.

D. Commencement and Completion Requirements

The Redeveloper agrees for itself, and its successors, that it shall promptly begin and diligently prosecute the completion of the Project.

E. Progress Reports

Until completion of the Project has been made, the Redeveloper shall make progress reports

to the Office of Planning and Economic Development on a bi-monthly basis in such detail as may be reasonably requested by the Office of Planning and Economic Development. Such progress reports may take the form of an AIA Contractor's Affidavit or by any other means approved by the Office of Planning and Economic Development.

F. Redeveloper's Responsibility

It is expressly understood that the Redeveloper shall bear the sole responsibility of completing the Project in an appropriate manner consistent with the Development Plans and consistent with all other requirements of this Agreement. Redeveloper agrees that all work must be completed in conformity with applicable building and zoning laws of the City.

G. No Obligations of City of Springfield

The Redeveloper acknowledges and understands that the City shall not have any obligation to complete the Project, expressly including any environmental clean-up which may be required under any environmental laws or regulations. The Redeveloper also acknowledges and understands that this Agreement does not result in any contractual obligation by the City for approval of permits, licenses, plans, etc. that may be necessary for completion of the Project.

H. Certificate of Completion

Promptly after completion of the Project, Redeveloper shall provide to the Office of Planning and Economic Development a Certificate of Final Completion executed by Redeveloper, certifying that the Project has been completed in accordance with the approved plans and specifications, and has been performed in a good and workmanlike manner and in accordance will all applicable governmental requirements. Said Certificate may be executed by Redeveloper's designated project architect only if Redeveloper provides to the City written authorization of such designation. If the Office of Planning and Economic Development disputes the sufficiency or accuracy of the Certificate of Final Completion, the Office of Planning and Economic Development shall, within thirty (30) days after receipt of such Certificate, provide Redeveloper with a written statement indicating in what respects Redeveloper has failed to perform the relevant work in accordance with the provisions of this paragraph.

I. Recapture of Grant Funds

If the Redeveloper does not comply with this Agreement, the Redeveloper shall, within thirty (30) days of notice of default by the City, repay to the City the amount of any funds disbursed. The City shall have the right to enforce this Agreement by an action at law or in equity, for any form of relief that may be available under Federal, State or local law including recapture of all grant proceeds disbursed.

J. Lien Waivers & Prevailing Wage

1. This Agreement calls for the construction of a "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* ("the Prevailing Wage Act"). The

Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For more information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http:// www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act, including but not limited to, all wage, notice and record keeping duties. Redeveloper expressly agrees that any construction or rehabilitation work performed using TIF funds shall be performed at a rate of employee pay (whether the Project is contracted or subcontracted to third parties) equal to and consistent with the rates established for Sangamon County under the Illinois prevailing wage law. All contracts issued for such work shall expressly contain the requirements of this provision. All contracts for construction pursuant to the construction work shall provide that all contractors and subcontractors furnish contractor's affidavits in the form provided by state statute and that the waivers of lien be required for all payments made, and Redeveloper agrees to require all contractors and subcontractors to comply with the requirements of the Prevailing Wage Act, this Agreement and the state Prevailing Wage Act.

2. All requests for interpretations of or determinations concerning the applicability of the Prevailing Wage Act must be directed to the Illinois Department of Labor.

3. Redeveloper, contractors and subcontractors who are parties to contracts involving public works projects must submit certified payroll records on a monthly basis to the City pursuant to 820 ILCS 130/5 *et seq.,* as amended. Redeveloper, contractors and subcontractors must also submit a certification of the following with each submission: (1) the records are true and accurate, (2) The hourly rate paid is not less than the general prevailing rate in Sangamon County, Illinois, and (3) s/he is aware that filing a certified payroll knowing such to be false is unlawful. At the same time as submitting the certified payroll records as described above, Redeveloper, contractors and subcontractors shall also submit a second set of certified payroll records where the following information has been redacted/blackened out/removed: social security number, driver's license number, employee identification number, biometric identifiers, personal financial information, passwords or other access codes, medical records, home and personal telephone numbers, personal email addresses, home address and personal license plates. All certified payroll records and certifications shall be submitted to: Office of Planning and Economic Development, City of Springfield, Illinois, 800 East Monroe, Room 108, Springfield, Illinois, 62701.

4. If the information provided reasonably shows a violation of the Prevailing Wage Act, then the City shall notify the bidder of the possible violation by certified mail. If the Redeveloper does not cure the violation, or provide the City with sufficient information demonstrating compliance with the Prevailing Wage Act within five business days of receipt of the written notice of possible violation, then the City, after consulting with the Office of Corporation Counsel, shall refer this matter to the Illinois Department of Labor for the purpose of conducting an investigation and hearing to determine whether a violation has occurred.

5. It is a mandatory requirement upon the Redeveloper or its Construction Manager to post the applicable Prevailing Wage Rates for each craft or type of work or mechanic needed to execute the contract, project, or work to be performed, (820 ILCS 130/4 *et. seq.*).

6. Pursuant to section 38.15 of the City Code, public works projects in excess of $50,000 require a project labor agreement.

K. Disclosure of Information

Redeveloper shall provide the City the following:

1. A complete, accurate and truthful listing and description of all citations, complaints, summons, decisions, determinations, judgments, or other allegations or findings relating to any violation of state or federal laws, which protect the health, safety, or welfare of workers, including but not limited to the Occupational Health and Safety Act, the Family and Medical Leave Act, the Fair Labor Standards Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the National Labor Relations Act, the Federal Civil Rights Act, the Illinois Human Rights Act, the Illinois Wage and Hour Law, and the Prevailing Wage Act, filed against it or any entity, including joint ventures and partners, and also including parent and subsidiary corporations or entities; and

2. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project are a participant in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

3. A statement that the Redeveloper and each contractor (including sub-contractors) performing work for the Project have not been found by the Illinois Department of Labor to be in violation of the Prevailing Wage Act within the two year period.

4. If any of the information above is found to be inaccurate, then the City may, at its sole option and in its sole discretion, terminate this Agreement. Under such circumstances, any and all TIF Assistance provided shall be immediately returned to the City.

SECTION 5: REPRESENTATIONS OF THE REDEVELOPER

The Redeveloper represents, warrants and agrees as the basis for the undertakings on its part herein contained as follows:

A. Organization and Authorization

The Redeveloper represents and warrants that it is qualified to do business in the State of Illinois and has power to enter into and by proper action have been duly authorized to execute and deliver this Agreement.

B. Non-Conflict or Breach

The Redeveloper represents and warrants that the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement, do not conflict with or result in a

breach of any of the terms, conditions, or provisions of any restrictions, agreement or instrument to which it is now a party or by which it is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever upon the Site or upon any assets of it under the terms of any instrument or agreement to which it is now a party or by which it is bound.

C. Restriction on Redevelopment Assistance Funds

None of the funds will be used to provide working capital for the Redeveloper within the meaning of Section 103(b) of the Internal Revenue Code and the Regulations promulgated thereunder.

D. Non-Impairment of Federal Income Tax Exemption

The Redeveloper will not cause the funds to be utilized in such a manner as to, or take any action which would impair the exemption from federal income taxation of the interest on outstanding bonds, issued, or to be issued by the City.

E. Certifications

The Redeveloper certifies that no person directly associated with the Project has been convicted of a felony, or, if so convicted, at least five years have passed since completion of sentence as of the effective date of this Agreement, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the Redeveloper. 30 ILCS 500/50-10.

The Redeveloper certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the Redeveloper has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 for a period of five years prior to the date of the bid contract. The Redeveloper acknowledges that the City shall declare this Agreement void if this certification is false.

The Redeveloper certifies that they are not delinquent in the payment of any tax administered by the Illinois Department of Revenue. If Redeveloper has entered into an agreement with the Department of Revenue for the payment of any taxes that are past due and are in compliance with that agreement, Redeveloper shall so state.

SECTION 6: ADDITIONAL COVENANTS OF THE REDEVELOPER

A. Redeveloper's Existence; Operation of the Site

The Redeveloper and its successors and assigns will at all times operate or continue the operation of the Site so that it constitutes a "redevelopment project" within the meaning of the Act and in accordance with the Central Area Tax Increment Redevelopment Plan.

B. Indemnification Covenants

The Redeveloper agrees for themselves, successors and assigns, to indemnify defend and hold the City and its officers and employees harmless against all claims by or on behalf of any person, firm or corporation, arising (i) from the conduct or management of, or from any work or thing done on, or any work or activity connected to the Site; (ii) any breach or default on the part of the Redeveloper or its successors or assigns in the performance of any of its obligations under or in respect of this Agreement; (iii) any act or omission, including negligence, of the Redeveloper or any of its agents, contractors, servants, employees or licensees; (iv) any violation by the Redeveloper or its successors or assigns of any laws, statutes, easements, conditions, restrictions, building regulations, zoning ordinances, environmental statutes and regulations or land use regulations affecting the Site or the Project; (v) any act or omission, including negligence, of any assignee, lessee or sublessee of the Redeveloper, or any agents, contractors, servants, employees or licensees of any assignee, lessee, or sublessee of the Redeveloper; (vi) any violation by the Redeveloper of state or federal securities law in connection with the offer and sale of shares, memberships or partnerships in the Redeveloper or any part of the Site; or (vii) any performance by the City of any act requested by the Redeveloper or its successors and assigns other than willful misconduct of the City. The Redeveloper agrees to indemnify and save the City harmless from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon. In case any such claim shall be made or action brought based upon any such claim in respect of which indemnity may be sought against the Redeveloper, upon receipt of notice in writing from the City setting forth the particulars of such claim or action, the Redeveloper shall assume the defense thereof including the employment of counsel and the payment of all costs and expenses. The City shall have the right to employ separate counsel in any such action and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of the City unless the employment of the counsel has been specifically authorized by the Redeveloper.

C. Fees

The Redeveloper will pay and keep current all City fees in the nature of sewer user fees, permit fees and the like, that may from time to time apply to the Site, provided, however, said party may, after giving notice to the City, and after posting bond or other security satisfactory to the City in its reasonable judgment, at its own expense, contest in good faith such fees in which event it may permit such fees to remain unpaid during the period of such contest and any appeal therefrom.

D. Use Maintenance

Redeveloper will use the Site consistent with the Plan. The Redeveloper shall also maintain the Project as provided herein.

E. Taxes

During the existence of the Tax Increment Financing District, the Redeveloper will not protest any real estate assessments or real estate taxes on the Site without the express written consent of the Mayor or their designee. It is expressly intended that the covenant made in this Section shall be a covenant remaining with the land for the benefit of and enforceable by the city.

F. Participate in Hearing

The Redeveloper will participate in any public hearing(s) necessary for the implementation of the Plan as related to this Project.

G. Payment of Taxes

During the term of this Agreement, the Redeveloper shall promptly pay all real estate taxes and sales taxes.

H. Record Memorandum

The Redeveloper will execute a memorandum of this Agreement to be recorded in the records of the Office of the Recorder of Deeds, Sangamon, County, Illinois, indicating in substance that the Site is subject to the terms and conditions of this Agreement.

I. Conveyances

1. The Redeveloper will not transfer or assign all or any part of its interest, except for collateral purposes when and if required by Redeveloper's commercial lender, in this Agreement without the express written consent of the City's mayor or his/her designee, such consent shall not be unreasonably withheld.

2. During the existence of the Tax Increment Financing District, the Redeveloper agrees that all conveyances shall be to persons and/or legal entities, which are not exempt from ad valorem taxes levied against taxable real property located at the Site.

J. Insurance

The Redeveloper agrees to maintain all necessary insurance with respect to the site in sufficient amount to protect both the interests of the City and Redeveloper to and on the site. Redeveloper and his insurer shall weigh the risks and determine an amount sufficient to meet this obligation.

K. Maintenance and Repair

The Redeveloper agrees that it shall keep, maintain and repair in good fashion the improvements to be constructed on the Site.

L. No Damages for Delay

The Redeveloper agrees to make no claim for damages for delay in the performance of this Agreement occasioned by any act or omission to act of the City or any of its representatives, or because of any injunction which may be brought against the City or its representatives, and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the Project as provided herein.

SECTION 7: COMMENCEMENT AND COMPLETION

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A. Commencement and Completion

The Redeveloper shall cause the Project to be commenced and to be completed with due diligence and in good faith, and without delay. Redeveloper shall cause the Project to be completed in a good and workmanlike manner in accordance with, and in all respects compliant with, all applicable laws, rules, permits, requirements, and regulations of any governmental agency or authorities having or exercising jurisdiction over the Site including all environmental statutes and regulations.

B. Contract Prohibitions

Unless otherwise previously agreed by the City in writing, all contracts let by Redeveloper or Redeveloper contractor in connection with the Project shall contain a prohibition against any material change in the plans without the Office of Planning and Economic Development's prior written consent being had thereto, which consent shall not be unreasonably withheld.

SECTION 8: LIABILITY INSURANCE

Prior to any disbursement from the TIF Assistance, Redeveloper or Redeveloper's contractor shall procure and deliver to the City and shall maintain in full force and effect until each and every one of the obligations of Redeveloper contained herein has been fully paid, or performed, a policy or policies of comprehensive liability insurance and during any period of construction, demolition and/or rehabilitation, contractor's liability insurance under the comprehensive liability insurance to be not less than One Million Dollars ($1,000,000) each occurrence and Five Million Dollars ($5,000,000) total, and worker's compensation insurance with employer's liability coverage, all such policies to be in such form and issued by such companies as shall have been approved in writing by City (which approval shall not be unreasonably withheld) to protect City and Redeveloper against any liability incidental to the use of or resulting from any accident occurring in or about the Site or the demolition and site preparation work, the improvements or the construction and improvements thereof. Each such policy shall contain an affirmative statement by the issuer to give written notice to City at least thirty (30) days prior to any cancellation or amendment of its policy and shall name the City as an additional insured.

SECTION 9: RIGHTS OF INSPECTION: AGENCY

The City or its designee shall have the right at any time and from time to time during business hours upon prior reasonable notice to enter upon the Site for the purposes of inspection provided that the City and its agents shall not interfere with the Project and shall abide by the rules of the Redeveloper or its contractor or subcontractors for the protection of workers or visitors, and to ensure compliance with applicable laws. If the City, in its reasonable judgment, determines that any work and materials are not in conformity with the Plans as the same were theretofore approved in writing by City, or with any applicable laws, regulations, permits, requirements or rules of any governmental authority having or exercising jurisdiction thereover or not otherwise in conformity with sound building practice, City shall promptly notify Redeveloper in writing of same and the Redeveloper shall cause such deficiency to be corrected.

SECTION 10: EVENTS OF DEFAULT AND REMEDIES

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A. Events of Default

The following shall constitute Events of Defaults with respect to this Agreement:

1. Representations

If any material representation made by the Redeveloper or the City in this Agreement, or in any certificate, notice, demand or request made by a party hereto, in writing and delivered to another party hereto pursuant to or in connection with any of said documents shall prove to be untrue or incorrect in any material respect as of the date made; or

2. Breach

Default in the performance or breach of any covenant, warranty or obligation of a party in this Agreement or in any other instrument executed by the Redeveloper to the benefit of City and continuance of such default or breach for a period of thirty (30) days after another party hereto has given written notice thereof to such defaulting party hereto unless the other parties hereto shall agree to an extension of such time; or

3. Involuntary Bankruptcy

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of a party hereto in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or similar official) of a party hereto for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of sixty (60) consecutive days; or

4. Voluntary Bankruptcy

The commencement by a party hereto of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or the consent by any such entity to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or similar official) of the Redeveloper or of any substantial part of such entity's property, or the making by an such entity of any assignment for the benefit of creditors or the failure of the Redeveloper in furtherance of any of the foregoing.

B. Remedies on Default

1. Specific Performance or Damages

Upon the occurrence of any Event of Default, the City may institute such proceedings as may be necessary or desirable at its option to cure or remedy such default or breach, including but not limited to, proceedings to compel specific performance by the Redeveloper in default or

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breach of its obligations. Redeveloper hereby waives any right to claim: consequential, exemplary, equitable, loss of profits, punitive or tort damages.

2. Restore Positions

In case any party hereto shall have proceeded to enforce its right under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the said moving party, then and in every such cause the Redeveloper and the City shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Redeveloper and the City shall continue as though no such proceeding have been taken.

C. Agreement to Pay Attorney's Fees and Expenses

In the event Redeveloper should default under any of the provisions of this Agreement and City incurs expenses for the collection of payments due under this Agreement or the enforcement of any obligation under this Agreement, the Redeveloper agrees that the City will be entitled to attorney fees and it will on demand therefore pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

D. Non-Payment of Real Estate Taxes or Sales Taxes

In the event that real estate taxes or sales and use taxes owed by the Redeveloper is not paid within thirty (30) days from the date that said taxes are due and owing during the term of this Agreement, the City, may, at its option, (a) make payment to the special tax allocation fund pertaining to the Redevelopment Project Area in which the Site is located a sum in the amount equal to the sum which the special tax allocation fund would have received from the real property taxes or sales and use taxes had the real estate taxes or sales and use taxes been paid, or (b) make payment of the real property taxes due and owing on the Site. The amounts so advanced by the City shall be immediately due and owing from the Redeveloper to the City and shall bear interest from the date of payment at the rate of local prime as stated by Bank of Springfield on a per annum basis until paid. The City shall have a lien against the Site for all amounts paid together with interest and all expenses incurred in the recovery of said amounts. The City may bring such actions as it may deem appropriate to enforce payment and/or foreclose the lien against the Site.

SECTION 11: OTHER RIGHTS AND REMEDIES OF CITY: NO WAIVER BY DELAY

A. No Waiver by Delay

Any delay by either Party in instituting or prosecuting any actions or proceedings or otherwise asserting its right under this Agreement shall not operate to act as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that neither Party shall be constrained so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Section because of concepts of waiver, laches or otherwise) to exercise such remedy at a time when it may still hope to otherwise resolve the problems created by the default involved; nor shall any waiver in fact made by either Party hereto with respect to any specific default under this Section be considered or treated as a waiver of the rights of that Party, with respect to any other defaults under this Section or with respect to any defaults under any Section in this Agreement or with respect to the particular default, except to the extent specifically waived in writing.

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For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of forced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

B. Rights and Remedies Cumulative

The rights and remedies of the parties to this Agreement (or their successors in interest) whether provided by law or by this Agreement, shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the time or different times, of any other such remedies for the same default or breach by the defaulting party.

SECTION 12: DELAY IN PERFORMANCE

For the purposes of any of the provisions of this Agreement neither the City nor the Redeveloper, as the case may be, nor any successor in interest, shall be considered in breach of, or default in, its obligations with respect to the completion of the Project for redevelopment or progress in respect thereof, in the event of enforced delay in the performance of such obligation due to unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to acts of God, acts of the public enemy, acts of federal, state, or local government, acts of the other party, fires, floods, epidemics, quarantine restrictions, labor disturbances (including strikes or lockouts or concerted activities), embargoes, acts of nature, unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Redeveloper with respect to completion of work, shall be extended for the period of the enforced delay. Provided, that the party seeking the benefit of the provisions of this Section within thirty (30) days after the beginning of any such forced delay, shall have first notified the other party therefore in writing, of the cause or causes thereof, and requested an extension of the period of enforced delay. Such extensions of schedule shall be agreed in writing by the parties hereto.

SECTION 13: EQUAL EMPLOYMENT OPPORTUNITY

The Redeveloper, for itself and its successors and assigns, agree that during the completion of work provided for in this agreement that the following will apply:

A. Non-Discrimination

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The Redeveloper and its contractor and subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin. The Redeveloper and its contractor and subcontractors shall take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or natural origin. Such action shall include but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, the Redeveloper and/or its contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this non- discrimination clause.

B. Advertising

The Redeveloper and its contractor and subcontractors shall in all solicitation or advertisements for employees placed by or on behalf of the Redeveloper or its contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, ancestry, marital status, sexual orientation, or handicap unrelated to ability or national origin.

C. Non-Compliance

In the event of the Redeveloper non-compliance with the non-discrimination clause of this Section, the City may cancel, terminate or suspend this Agreement in whole or in part.

D. Mandatory Inclusions of Provisions

The Redeveloper shall include the provisions of Subsections "A" and "B" of this Section in every contract or purchase order, and will require the inclusions of these provisions in every subcontract entered into by any of its contractors, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be.

SECTION 14: TITLES OF ARTICLES AND SECTIONS

Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of references only and shall be disregarded in construing or interpreting any of its provisions.

SECTION 15: CONFLICT OF INTEREST

Unless otherwise specifically authorized by the City Council, no member, officer, or employee of the City or its designees or agents and no member of the governing body of the City during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, with the respect to which this Agreement shall apply.

SECTION 16: DRAFTS NOT OFFER

No draft of or negotiations regarding this Agreement shall be construed to constitute an offer any party hereto, and no party shall be obligated in connection with the matters stated herein until this Agreement has been executed and delivered by all parties hereto.

SECTION 17: SEVERABILITY

If any provisions of this Agreement are found to be illegal, invalid or unenforceable, the remainder of this Agreement shall not be affected by such finding, and the parties shall negotiate in good faith to agree upon a substitute provision, which substitute provision shall provide to the extent possible under applicable law, the benefits expected to be derived by the parties under this Agreement.

SECTION 18: WRITTEN AMENDMENT REQUIRED: ENTIRE AGREEMENT

No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the party or parties to be bound by such change. This Agreement and the Exhibit (s) hereto contain the entire agreement between the parties.

SECTION 19: NOTICES

Any notice, request, demand, consent, approval or other communication required or permitted under this Agreement must be in writing and will be deemed to have been given when personally delivered or deposited in any depository regularly maintained by the United States Postal Service, postage prepaid, certified mail, return receipt requested, addressed to the party for whom it is intended at the following address:

If to City to:	Office of Planning and Economic Development 800 East Monroe Street, Room 107 Springfield, Illinois 62701
With a copy to:	City's Corporation Counsel at: Office of Corporation Counsel Room 313 Municipal Center East 800 East Monroe Street Springfield, Illinois 62701
If to Redeveloper:	Sangamon Donuts LLC DBA Mel-o-cream Donuts Inc. Attention: Amanda Crossland 217 E. Laurel Street Springfield, IL 62701

Any party may add additional addresses or changes its address for purposes of receipt of any such communication by giving five (5) days written notice of such change to the other parties in the manner prescribed in this Article.

SECTION 20: BINDING EFFECT

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The covenants, conditions, representations, warranties and agreements contained in this Agreement will bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

SECTION 21: GOVERNING LAW

This Agreement shall be construed pursuant to the laws of the State of Illinois. The City and the Redeveloper voluntarily and freely submit to a court of competent jurisdiction in Sangamon County, Illinois, should any dispute arise between the City and the Redeveloper. By execution and delivery of this Agreement, each of the parties knowingly, voluntarily and irrevocably (i) waives any right to trial by jury; (ii) agrees that any dispute arising out of this Agreement shall be decided by court trial without a jury; and (iii) agrees that the other party to this Agreement may file an original counterpart or a copy of this Section with any court as written evidence of the consents, waivers and agreement of the parties set forth in this Section.

SECTION 22: COUNTERPARTS

If this Agreement is executed in two or more counterparts, each shall constitute one and the same instrument and shall be recognized as an original instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement and caused their respective seals to be affixed and attested thereto as of the date first written above in this Agreement.

ATTEST:

CITY OF SPRINGFIELD, ILLINOIS
A Municipal Corporation

By:_____

Frank Lesko, City Clerk

Misty Buscher, Mayor GEM

[Remainder of Page Intentionally Left Blank]

REDEVELOPER:

SANGAMON DONUTS LLC DBA MEL-O-CREAM DONUTS

By:_____
Amanda Crossland
Its:_____

STATE OF ILLINOIS)
)
COUNTY OF SANGAMON)

On this_____day of_____, 2024, before me personally appeared _____, known to me to be the person who executed the above and foregoing TIF Agreement and who this day represented to me that he is duly authorized to execute this Redevelopment Agreement and executed this TIF Agreement as his free act and deed, in his representative capacity, for the uses and purposes therein set forth.

_____
Notary Public

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ORDINANCE FACT SHEET

DATE OF 1st READING: December 17, 2024

CONTACT PERSON: Val Yazell

OFFICE REQUESTING: OPED

PHONE NUMBER: 217-789-2377

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $10,000

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING EXECUTION OF A REDEVELOPMENT AGREEMENT WITH SANGAMON DONUTS LLC DBA MEL-O-CREAM DONUTS, FOR FINANCIAL ASSISTANCE FOR THE PROPERTY LOCATED AT 525 NORTH GRAND AVE E (cont. below)

CONTRACTOR / VENDOR NAME: Sangamon Donuts LLC DBA Mel-O-Cream D **VENDOR NO:** _____

CONTRACT TERM: 12 mos. **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $10,000.00 _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☑ Other: TIF
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	028	111	DEVL	ENOS	2110	$10,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

redeveloper agreement

STAFF ANALYSIS

UTILIZING ENOS PARK TAX INCREMENT FINANCE FUNDS THROUGH THE OFFICE OF PLANNING AND ECONOMIC DEVELOPMENT FOR AN AMOUNT NOT TO EXCEED $10,000.00

Work is to be completed at 525 North Grand Ave E. This project will consist of repairing and replacing the roof at Mel-O-Creams North Grand location. At this location, the owner has already invested their own money on various projects, including new windows, siding, paint, flooring, parking lot resurfacing, HVAC, plumbing and electric repairs, interior and exterior LED lighting and door replacement. The roof is the last large project to be done. The total price for the scope of work is $30,267.08. The TIF request is $10,000.00 (33% of project cost).

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.12.04 15:48:41 -06'00' **Date:** _____

DIRECTOR / SUPERVISOR: Yazell, Valera Digitally signed by Yazell, Valera Date: 2024.12.04 14:59:09 -06'00' **Date:** _____

CITY PURCHASING AGENT: Lesko, Mike Digitally signed by Lesko, Mike Date: 2024.12.04 15:41:23 -06'00' **Date:** _____

SIGN OFF: _____ Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.12.04 16:06:22 -06'00'

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

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AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DEPARTMET OF COMMERCE AND ECONOMIC OPPORTUNITY TO ACCEPT, EXECUTE AND SUPPLEMENTALLY APPROPRIATE INTERNATIONAL TOURISM GRANT NOSA ID: 1607-54990 AGREEMENT BEGINNING JULY 1, 2024 THROUGH JUNE 30, 2025, IN THE AMOUNT OF $222,500.00, FOR THE SPRINGFIELD CONVENTION AND VISITORS BUREAU

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved International Tourism Grant NOSA ID: 1607-54990 Agreement, in the amount of $222,500.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept this International Grant Agreement from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Springfield Convention and Visitors Bureau is requesting a supplemental appropriation in the amount of $222,500.00; and

WHEREAS, a copy of the International Tourism Grant NOSA ID: 1607-54990 Agreement shall be on file in the City Clerk's office.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the International Tourism Grant NOSA ID: 1607-54990 Agreement, in the amount of $222,500.00, from the Illinois Department of Commerce and Economic Opportunity. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of $222,500.00 for the Springfield Convention and Visitors Bureau.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	**AMOUNT**
021-114-VIST-IG25-1845	$222,500.00

INTO EXPENDITURE ACCOUNTS	**AMOUNTS**
021-114-VIST-IG25-2603	$17,000.00
021-114-VIST-IG25-1226	$50,000.00
021-114-VIST-IG25-2110	$50,000.00
021-114-VIST-IG25-1229	$55,000.00

021-114-VIST-IG25-1228	$13,500.00
021-114-VIST-IG25-1232	$37,000.00
TOTAL GRANT:	**$222,500.00**

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 5: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

12/11/24
Office of Corporation Counsel / Date

FUND	AGENCY	ORG	ACTIVITY	OBJECT	AMOUNT
021	114	VIST	IG25	2603	$17,000
021	114	VIST	IG25	1226	$50,000
021	114	VIST	IG25	2110	$50,000
021	114	VIST	IG25	1229	$55,000
021	114	VIST	IG25	1228	$13,500
021	114	VIST	IG25	1232	$37,000

2024-539

Illinois Grant Accountability and Transparency
Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Grants Management
State Award ID Number (SAIN)	1607-54990
State Program Description	A grant program for certified local tourism and convention bureaus to develop, coordinate and promote international tourism marketing efforts.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Greg Mihalich Phone: 217.299.1323 Email: greg.mihalich@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: City of Springfield Address: 300 S. Seventh St. Room 210, Springfield, IL 62701 Phone: (217) 789-2360 Email: krista.grant@springfield.il.us
Grantee Identification	GATA: 673744 UEI: VBD7LLHA3MJ3 FEIN: 376002037
Period of Performance	Start Date: 7/1/2024 End Date: 6/30/2025

FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
621	420-25-1607		$222,500.00
TOTAL			$222,500.00
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.			

2024-539

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: N/A Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	Yes : Each grantee shall provide matching funds equal to no less than 50% of the Grant Amount. If grantee fails to match any portion of the grant award in a given Fiscal Year, that portion of the grant shall be refunded to the Department in accordance with the terms of the Grant Agreement. In-kind contributions shall not exceed 25% of the matching funds.
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Program-Specific Terms and requirements were included in the Notice of Funding Opportunity (NOFO) for this grant opportunity. THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM: INDIRECT COST RATE

2024-5339

Section C - Budget Worksheet & Narrative

Budget Narrative Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

Budget Category	*State*	*NON-State*	*Total*
1. Personnel	$ -	$ 57,000.00	$ 57,000.00
2. Fringe Benefits	$ -	$ -	$ -
3. Travel	$ 17,000.00	$ -	$ 17,000.00
6. Contractual Services	$ -	$ -	$ -
7. Consultant (Professional Services)	$ -	$ -	$ -
14. Other or Misc. Costs	$ 125,500.00	$ 54,250.00	$ 179,750.00
15A.Advertising	$ 50,000.00	$ -	$ 50,000.00
15B.Familiarization Tours	$ 30,000.00	$ -	$ 30,000.00
State Request	$ 222,500.00		
Non-State Amount		$ 111,250.00	
TOTAL PROJECT COSTS			$ 333,750.00

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

CONTACT PERSON: Krista Grant

OFFICE REQUESTING: Convention and Visitors Bureau

PHONE NUMBER: 217-789-2360 X 5534

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $222,500

SUGGESTED TITLE: An ordinance authorizing execution of an agreement with the Department of Commerce and Economic Opportunity to accept, execute and supplementally appropriate International Tourism Grant NOSA ID: 1607-54990 agreement beginning July 1, 2024 to June 30, 2025 in the amount not to exceed $222,500.

CONTRACTOR / VENDOR NAME: N/A **VENDOR NO:** N/A

CONTRACT TERM: 7/1/24 to 6/30/25 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	IG25	1845	$222,500
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	IG25	See attached	$222,500
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Notice of State Award, Budget Worksheet and Grant Agreement (upon receipt)

STAFF ANALYSIS

An ordinance authorizing execution of an agreement with the Department of Commerce and Economic Opportunity to accept, execute and supplementally appropriate International Tourism Grant NOSA ID: 1607-54990 agreement beginning July 1, 2024 to June 30, 2025 in the amount not to exceed $222,500.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.12.04 12:15:50 -06'00' **Date:** _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2024.11.21 15:19:41 -06'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.12.04 12:25:23 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-539

AN ORDINANCE AUTHORIZING EXECUTION OF AN AGREEMENT WITH THE DEPARTMET OF COMMERCE AND ECONOMIC OPPORTUNITY TO ACCEPT, EXECUTE AND SUPPLEMENTALLY APPROPRIATE ROUTE 66 GRANT AGREEMENT BEGINNING JULY 1, 2024 THROUGH JUNE 30, 2025 IN THE AMOUNT OF $300,000.00, FOR THE SPRINGFIELD CONVENTION AND VISITORS BUREAU

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the State of Illinois Department of Commerce and Economic Opportunity has approved Route 66 Grant NOSA ID: 2758-55005 agreement, in the amount of $300,000.00; and

WHEREAS, it is in the best interest of the City of Springfield to accept this Route 66 Grant NOSA id: 2758-55005 from the Illinois Department of Commerce and Economic Opportunity; and

WHEREAS, the Springfield Convention and Visitors Bureau is requesting a supplemental appropriation in the amount of $300,000.00; and

WHEREAS, a copy of the Route 66 Grant NOSA ID: 2758-55005 agreement shall be on file in the city clerk's office.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby accepts the Route 66 Grant NOSA ID: 2758-55005, in the amount of $300,000.00. The Mayor and the City Clerk are hereby authorized to execute any documents needed on behalf of the City of Springfield, Illinois.

Section 2: That the City Council hereby approves a supplemental appropriation in the amount of $300,000.00 for the Springfield Convention and Visitors Bureau.

Section 3: That the Office of Budget and Management is hereby directed to effectuate this supplemental appropriation as follows:

FROM REVENUE ACCOUNT	**AMOUNT**
021-114-VIST-RT25-1845	$300,000.00

INTO EXPENDITURE ACCOUNTS	**AMOUNTS**
021-114-VIST-RT25-1232	$300,000.00

Section 4: That the City Clerk is hereby directed to publish this ordinance in pamphlet form.

Section 5: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested By: Mayor Misty Buscher

12/11/24
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\SCVB\2024\Grants\SCVB DCEO $300,000.00 Route 66.doc

2024-540

Illinois Grant Accountability and Transparency
Notice of State Award

STATE OF ILLINOIS GRANT INFORMATION	
State Award Identification	Name of State Agency (Grantor): Commerce And Econ Opp Department/Organziation Unit: Office of Grants Management
State Award ID Number (SAIN)	2758-55005
State Program Description	Providing grants to certified convention and visitors bureaus for development of tourism, education, preservation and promotion of the 100th anniversary of Route 66.
Announcment Type	Initial
Agency (Grantor) Contact Information	Name: Greg Mihalich Phone: 2175582886 Email: greg.mihalich@illinois.gov

GRANTEE INFORMATION	
Grantee / Subrecipient Information	Name: City of Springfield Address: 300 S. Seventh St. Room 210, Springfield, IL 62701 Phone: 2177892360 Email: krista.grant@springfield.il.us
Grantee Identification	GATA: 673744 UEI: VBD7LLHA3MJ3 FEIN: 376002037
Period of Performance	Start Date: 7/1/2024 End Date: 6/30/2025

FUNDING INFORMATION

FUND	CSFA	CFDA	AMOUNT
001	420-25-2758		$300,000.00
TOTAL			$300,000.00

(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards.

TERMS AND CONDITIONS	
Grantee Indirect Cost Rate Information	Rate: N/A Base: Period:
Research & Development	No
Cost Sharing or Matching Requirements	No
Uniform Term(s)	CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 Illinois Administrative Code
Grantor-Specific Term(s)	This Notice of State Award (NOSA) is not an agreement. This NOSA is not a guarantee of an agreement. Grantor-Specific Terms that will be included in the final grant agreement can be found by clicking on "Uniform Grant Agreement Template" under the Grant Agreement Overview section at: https://dceo.illinois.gov/aboutdceo/grantopportunities/learning-library.html
Program-Specific Term(s)	Illinois Office of Tourism Brand Guidelines THE FOLLOW ARE GATA EXCEPTIONS AND ARE NOT REQUIRED FOR THIS PROGRAM: INDIRECT COST RATE

2024-540

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE - FISCAL AND ADMINISTRATIVE

The nature of the addtional requirements

GATA Conditions:

05 - Audit
Grantee must submit, at least semi-annually, documentation to support the status of implementation of corrective action for audit findings.

Agency Adjustments / Explanation:

Please disregard the "05 Audit requirement" from the ICQ (FISCAL AND ADMINISTRATIVE) section of the NOSA below. This specific condition seems to be immaterial to the program and will not be included in Exhibit E of the eventual Grant Agreement.

The reason why the additional requirements are being imposed

GATA Conditions:

05 - Audit
Medium to high risk will result in repeated audit findings, potential questioned cost, and increase of administrative and programmatic specific conditions that will increase the cost of managing the grant program.

Agency Adjustments / Explanation:

None

The nature of the action needed to remove the additional requirement, if applicable

GATA Conditions:

05 - Audit
Implementation of grantee's corrective action plan.

Agency Adjustments / Explanation:

None

The time allowed for completing the actions, if applicable

GATA Conditions:

05 - Audit
When corrective action is complete.

Agency Adjustments / Explanation:

None

The method for requesting reconsideration of the additional requirements imposed

GATA Conditions:

05 - Audit
When corrective action is complete.

Agency Explanation:

None

Section C - Budget Worksheet & Narrative

0

6). Contractual Services *(2 CFR 200.318)* **& Subawards** *(200.92)* -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole contracts in excess of $150,000 *(See 2 CFR 200.88)*. NOTE : this budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides supplies, expendable materials, or data processing services in support of the project activities.

Item		Contractual Services Cost
Tree service and general clean up of this .25 mile section of Route 66	$	*55,000.00*
Barrier Gate relocation and installation of pedestrian signage	$	*10,000.00*
Wayside exhibits research, fabrication, installation	$	*40,000.00*
Mural design and installation	$	*15,000.00*
Bollards for entry	$	*10,000.00*
Neon Sign Trait fabrication and installation	$	*75,000.00*
Children's Museum Foundation Corporation dba Kidzeum fabrication and installation	$	*25,000.00*
State Total	**$**	***230,000.00***
	$	-
	$	-
	$	-
	$	-
NON-State Total	**$**	-
Total Contractual Services	**$**	***230,000.00***

Contractual Services Narrative (State):
Removal of fallen trees and site cleanup. Relocate existing barrier gate to expand parking, install storyboards (waysides), mural will add to the existing mural trail completed in 2024, create a new neon sign trail, and develop a children's Route 66 learning exhibit.

2024 - 540

Section C - Budget Worksheet & Narrative

8). Construction-- Provide a description of the construction project and an estimate of the costs. As a rule, construction costs are not allowable unless with prior written approval. In some cases, minor repairs or renovations may be allowable. Consult with the program office before budgeting funds in this category. Estimated construction costs must be supported by documentation including drawings and estimates, formal bids, etc. As with all other costs, follow the specific requirements of the program, the terms and conditions of the award, and applicable regulations.

Purpose	Description of Work	Construction Cost
Lookout Deck & Concrete Patching	*Construct a lookout deck and patch/level concrete as needed*	$ 70,000.00
		$ -
		$ -
		$ -
	State Total	***$ 70,000.00***
		$ -
		$ -
		$ -
		$ -
	NON-State Total	***$ -***
	Total Construction	***$ 70,000.00***

Construction Narrative (State):
Add a lookout deck as recommended on page 65 of the Springfield Area Master Interpretive plan. Patch or level concrete leading to the lookout, as needed.

Construction Narrative (Non-State) *i.e. "Match" or "Other Funding"*

2024-540

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/24

CONTACT PERSON: Krista Grant

OFFICE REQUESTING: Convention and Visitors Bureau

PHONE NUMBER: 217-789-2360 X 5534

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $300,000

SUGGESTED TITLE: An ordinance authorizing execution of an agreement with the Department of Commerce and Economic Opportunity to accept, execute and supplementally appropriate Route 66 Grant NOSA ID: 2758-55005 agreement beginning July 1, 2024 to June 30, 2025 in the amount not to exceed $300,000.

CONTRACTOR / VENDOR NAME: N/A **VENDOR NO:** N/A

CONTRACT TERM: 7/1/24 to 6/30/25 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☑ Yes ☐

Is Purchasing Agent approval attached? No ☑ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	RT25	1845	$300,000
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	RT25	1232	$300,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Notice of State Award, Budget Worksheet and Grant Agreement (upon receipt)

STAFF ANALYSIS

An ordinance authorizing execution of an agreement with the Department of Commerce and Economic Opportunity to accept, execute and supplementally appropriate Route 66 Grant NOSA ID: 2758-55005 agreement beginning July 1, 2024 to June 30, 2025 in the amount not to exceed $300,000.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.12.04 10:02:17 -06'00' **Date:** _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2024.11.21 15:14:42 -06'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.12.04 10:09:01 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-540

2024-541

AN ORDINANCE AUTHORIZING THE ACCEPTANCE OF RFP #CV25-35 FOR A THREE-YEAR AGREEMENT WITH SINCLAIR TELEVISION OF ILLINOIS, LLC IN AN AMOUNT NOT TO EXCEED $225,000.00 FOR A DIGITAL MARKETING CAMPAIGN, FOR THE SPRINGFIELD CONVETION AND VISITORS BUREAU

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the Purchasing Code of the City of Springfield requires that this contract be let by sealed competitive bidding to the lowest responsible bidder; and

WHEREAS, Sinclair Television of Illinois, LLC submitted the lowest responsible bid under proposal RFP #CV25-35 for a three-year contract for the City's annual Summer Digital Marketing Campaign, in an amount not to exceed $225,000.00; and

WHEREAS, this ordinance will authorize annual payments of $75,000.00 in Fiscal Year 2026, 2027, and 2028 for an amount not to exceed $225,000.00 with the ability for an annual extension, with mutual agreement by the City of Springfield and Sinclair Television of Illinois, LLC and approval by City Council following the initial term; and

WHEREAS, a copy of RFP #CV25-35 shall be located in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby authorizes acceptance of RFP #CV25-35 with Sinclair Television of Illinois, LLC for a Digital Marketing Campaign for an amount not to exceed $75,000.00 annually and a total amount not to exceed $225,000.00. The Mayor and City Clerk are authorized to execute the agreement and any other documents necessary on behalf of the City of Springfield.

Section 2: That the Office of Budget and Management is hereby authorized to make payment of $75,000.00 annually for the next three years to Sinclair Television of Illinois, LLC (VC*5229) from account number 021-114-VIST-VIST-1226.

Section 3: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\SCVB\2024\Contract\Sinclair Television RFP # CV25-35 $225,000.00.doc

2024-541

RFP# CV25-35 - 2025-2027 Summer Digital Marketing Campaign

VENDOR	COST/PER YEAR	RANK
Sinclair Television of Illinois	$75,000.00	1
Division-D	$102,000.00	2
BCI Media	$150,220.00	3
The Specialists	$180,000.00	4
Media Rebel, LLC	$270,000.00	5
Morreale	$276,354.00	6
Creavive Direct Marketing Group	$582,000.00	7

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/3/2024

CONTACT PERSON: Krista Grant

OFFICE REQUESTING: Convention and Visitor's Bureau

PHONE NUMBER: 217-789-2360

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: $225,000.00 (cumulative)

SUGGESTED TITLE: An ordinance authorizing execution of a three-year agreement under RFP CV25-35 with Sinclair Television of Illinois, LLC for a Digital Marketing Campaign for an amount not to exceed $225,000.00 for the Springfield Convention and Visitor's Bureau

CONTRACTOR / VENDOR NAME: Sinclair Television of Illinois, LLC **VENDOR NO:** VC*5229

CONTRACT TERM: May 2025 through 2027 **Change in Scope Yes** ☐ **No** ☐

CONTRACT AMOUNT: $225,000 ($75,000 annually)
(Original amount if change order)

Change Order # _____

Additional Amount _____

Method of Purchase (check one)

☐ **Low Bid**
☐ **Low Bid Meeting Specs**
☐ **Low Evaluated Bid**
☑ **Other:** RFP CV25-35
☐ **Exception:** _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☑

Is Purchasing Agent approval attached? No ☐ Yes ☑

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1	021	114	VIST	VIST	1226	$75,000
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Bid Book

STAFF ANALYSIS

This ordinance awards RFP CV25-35, a three-year contract to Sinclair Television of Illinois, LLC for the City's annual Summer Digital Marketing campaign.

Sinclair was evaluated as the best bid meeting for requirements in the proposal for the lowest cost submitted.

This ordinance will authorize annual payments of $75,000.00 in Fiscal Year 2026, 2027 & 2028 for a not to exceed amount of $225,000.00 which the ability for an annual extension with mutual agreement by the City and Vendor - and approved by City Council - following the initial term.

FUNDS CHECK BY: Courtney Heinzel Digitally signed by Courtney Heinzel Date: 2024.11.21 17:06:42 -06'00' **Date:** _____

DIRECTOR / SUPERVISOR: Dahl, Scott Digitally signed by Dahl, Scott Date: 2024.11.21 11:22:13 -06'00' **Date:** _____

CITY PURCHASING AGENT: J Michael Kelly **Date:** 12-2-24

SIGN OFF: _____ (Mayor's Signature) GEM

_____ 12/3/2024 (Director of OBM)

The information supplied on this form is not confidential information.

2024-541

AN ORDINANCE AUTHORIZING EXECUTION OF A TENTATIVE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 9 (FIREMAN & OILERS), FROM OCTOBER 1, 2023, THROUGH SEPTEMBER 30, 2026

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield has been negotiating over the past several months with the International Association of Machinists and Aerospace Workers, District No. 9 (Fireman & Oilers), regarding a collective bargaining agreement for certain employees of Office of Public Utilities; and

WHEREAS, the International Association of Machinists and Aerospace Workers, District No. 9 (Fireman & Oilers), have agreed to terms of a tentative collective bargaining contract effective October 1, 2023, through September 30, 2026, as summarized on attached A; and

WHEREAS, a copy the Agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the tentative collective bargaining agreement as summarized on attached Exhibit A with the International Association of Machinists and Aerospace Workers, District No. 9 (Fireman & Oilers), effective October 1, 2023, through September 30, 2026. The Mayor and City Clerk are hereby authorized to execute said agreement, a copy of which shall be located in the Office of the City Clerk.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

SIGNED: _____, 2024

RECORDED: _____, 2024

_____
Mayor Misty Buscher

ATTEST: _____
City Clerk Frank J. Lesko

Approved as to legal sufficiency:

Requested by: Mayor Misty Buscher

12/11/24
Office of Corporation Counsel / Date

S:\WPDOCS\Ordinances\HR\2024\Agreement\IAMAW Dist 9 10-01-23 thru 09-30-2026 Machinists.doc

LABOR AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

CITY WATER, LIGHT & POWER

and

DISTRICT 9, I.A.M.A.W.

October 1, 2023 to September 30, 2026

2024-542

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LABOR AGREEMENT

This is a written Agreement of verbal understanding reached between the authorized representatives of the CITY OF SPRINGFIELD, CITY WATER, LIGHT and POWER, Springfield, Illinois, and District 9, International Association of Machinists and Aerospace Workers (IAMAW), which, for convenience sake, may be referred to as "CWLP" and the "Local Union" or "IAMAW", respectively.

ARTICLE I - GENERAL PURPOSE OF AGREEMENT

SECTION 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

SECTION 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

SECTION 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

ARTICLE II - RECOGNITION

SECTION 1. The Local Union agrees to furnish CWLP a sufficient number of skilled workmen to carry on the work without delay and failing to do so on forty-eight (48) hours written notice from CWLP to the Local Union, CWLP may engage the services of others.

The Local Union agrees to furnish CWLP a sufficient number of skilled workmen to carry on the required work without delay. If a sufficient number of maintenance men are not available CWLP shall request the services of any IAMAW District 9 employee on the basis of senior employee being called first, qualifications being sufficient. If then skilled jobs cannot be filled, CWLP may engage outside contractors or other individuals to fill that need.

SECTION 2. The City of Springfield, CWLP recognizes the Union as the sole and exclusive bargaining representative for all firemen and oiler maintenance and operating persons employed regular full-time in the Maintenance, Building & Grounds and Operations at the 3100 Stevenson Drive location, in the following titles or classifications: Apprentice Fireman 1st Year; Apprentice Fireman 2nd Year; Apprentice Fireman 3rd Year; Apprentice Fireman 4th Year; Building & Ground Crew Leader; Building Ground Utility

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Person; Certified Welder; FGDS WWTP Operator; Maintenance Crew Leader; Material Handler; Material Handler Crew Leader; Utility Operator; Journeyman; Grounds Keeper 1; Grounds Keeper 2.

All other employees of the City of Springfield are excluded from this collective bargaining agreement.

ARTICLE III - HOURS OF LABOR

SECTION 1. The work week shall start after regular days off.

SECTION 2. The regular hours of work shall not exceed eight (8) hours in any one day, or five (5) eight (8) hour shifts in any one (1) week. Maintenance, Building and Ground Crews on day shift will work 7:00 a.m. to 3:30 p.m., with one-half (½) hour for lunch, Monday through Friday. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. For example, the break time for a 10-hour shift will be at 3:00 p.m., break times for a 12-hour shift will be 2:00 p.m. and 5:00 p.m. and the break times for a 16-hour shift will be 2:00 p.m., 5:00 p.m. and 8:00 p.m. These breaks are to be taken in an approved break area in the plant in which the employees are working. When Building & Ground personnel are assigned to a shift other than days (7:00 a.m. to 3:30 p.m., M-F) they shall be paid a 10 percent shift differential.

Operations personnel rotating shift schedule shall be the following shifts: 11:00 p.m. to 7:00 a.m., 7:00 a.m. to 3:00 p.m. and 3:00 p.m. to 11:00 p.m.

SECTION 3. Building & Ground personnel will work shifts to meet plant needs. Any deviation from the normal shift will require CWLP to give one week notice and said shift will continue until the specific work is complete, except when a plant emergency exists whereby only ten (10) hours' notice will be necessary. All shift differential and bonus shall apply.

Utility Operators, and/or Apprentices not assigned to a permanent shift may be used on any shift in the Building and Ground area at the discretion of the Superintendent.

When apprentices or utility operators are assigned to any shift other than 7:00 a.m. to 3:00 p.m. (M-F day shift) they will be able to perform cleaning up of rock, coal, slag, scrubber slurry and other waste left by IAMAW DISTRICT 9 personnel. This is in addition to current duties such as work with Maintenance crews, other operational cleanup and training, etc., when not being used to relieve regular operators positions.

SECTION 4. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate for working their regular shift.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate.

A sign-up sheet for employees who are not in the maintenance crew and are interested in being called in for maintenance overtime shall be posted in the maintenance shop. This sign-up sheet will be made available in January and July of each year. In the event a sufficient number of maintenance employees cannot be reached for overtime, employees will be called from the list by seniority. This sign-up sheet process will be reviewed in one year and extended by mutual agreement.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that fall within their regular work shift. All employees shall be available for work during the paid rest period.

SECTION 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least six (6) hours advance notice of such work, except for work during the employee's regular lunch period. When an employee is off duty and is called for emergency overtime, if he is notified later, before he arrives at work, that he is not needed and the overtime is canceled, he will receive two (2) hours pay at straight time at his classified rate.

All overtime work in which the employee has received more than six (6) hours advance notice shall be classified as prearranged work, and shall be paid for at the time and one-half rate unless it is the employee's Sunday. An employee who has worked more than ten (10) prearranged hours during any one day shall be paid at the double time rate for the time worked in excess of ten (10) hours. Double time shall be paid for all overtime work performed between 12:00 midnight and 8:00 a.m., effective March 3, 1980.

Notification of prearranged work shall be given as far in advance as possible. If, for any reason, CWLP calls an employee and cancels prearranged work during the four (4) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during this four (4) hour period.

When maintenance men are called in on an overtime job and the regular Crew Leader is not present, the senior Journeyman will be paid Crew Leader's pay, if the job he has performed required the coordination of employees and, or materials. If no Journeyman is present, the senior employee, regardless of classification, will be paid Crew Leader's wage if, in the opinion of CWLP, he has performed a Crew Leader's function.

SECTION 6. Employees changing shifts for their own convenience or to protect a fellow Union member's job will not be paid the time and one-half rate. The change of shift must

be approved by the Management. Each individual involved in the exchange will be responsible for the shift which he is accepting.

Should the shift trade create a double back situation and an overtime shift occurs between the double back shifts, the coverage of the overtime shift shall be as follows:

a. Use relief personnel to prevent overtime, if possible.
b. Should overtime be required, follow the callout procedure listed in the labor agreement. Should the callout lead to a split, the person working the double back would be entitled to four hours of the overtime but he/she will not be scheduled to work the remaining four at another time at the double time rate for the make-up. If the supervisor cannot find someone for the remaining four hours, the person working the double back can work the full eight (8) hours but will be sent home at the end of sixteen (16) hours of work. The City will pay him/her at the straight time rate for eight (8) hours to rest during the double back shift.

SECTION 7. When overtime is involved for FGDS WWTP and Material Handling, the union will be responsible for contacting the appropriate personnel after notified by the supervisor in charge for the need of overtime. Operations Personnel shall not be taken off their shift to work on another shift, except in an emergency, or during unit outages, or training or special classes or seminars in the individual's classification for future positions of promotion within the operations area.

Call out procedures for FGDS WWTP and Material Handling shall be followed per the Call out Addendum in this contract.

SECTION 8A. When maintenance personnel work beyond the end of their regular shift, those individuals working a particular job will be given preference for overtime (job continuation), then on-site Boiler Fuels crew will be given preference. If there is an insufficient number of Boiler Fuels crew to continue the work on-site, then overtime calls will be made via the call out list. All overtime work shall be equally and impartially divided among all employees within the Boiler and Fuels Maintenance Crew insofar as is practicable. If an emergency arises between the hours of 8:00 p.m. and 11:00 p.m., Sunday night through Thursday night, the night shift crew will be given the first call opportunity. This will be considered job continuation for the night shift crew.

The night maintenance crew shall be paid double time for all overtime work performed between the hours of 7:30 a.m. and 3:30 p.m. Double time rate shall also be paid for all overtime work on Sunday. This Sunday is defined as 3:30 p.m. Saturday through 3:30 p.m. Sunday and supersedes Article III, Section 5 for the night maintenance crew.

The Employer shall have the ability to deviate any maintenance employee's shift and/or hours of work for the purpose of training. Individuals assigned to a different shift for training shall be given at least one (1) week notification prior to his regularly assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum

of 48 hours' notice prior to the beginning of his regular shift. Overtime will not be paid when adjusting an employee's schedule for training.

SECTION 8B. All overtime in the Building & Grounds work group shall be equally and impartially divided among employees within the Building and Grounds area insofar as practicable.

SECTION 9. FGDS WWTP operators taken off their shift to work with maintenance during unit outages or FGDS WWTP shutdown, and apprentice/utility operators assigned to maintenance, will be given the opportunity, by seniority, for overtime if the manpower requirements cannot be filled by maintenance personnel. These individuals will receive the pre-arranged or emergency overtime rate, the same as the maintenance crew is working.

SECTION 10. Shift workers where their first day of rest shall be considered Saturday and if called to work on that day, they shall be paid at the rate of time and one-half. The second day of rest shall be considered their Sunday (except those employees whose first day of rest is a Sunday) and if called to work on that day, they shall be paid at the rate of double time. Maintenance workers' overtime work on Sunday shall be paid at the rate of double time.

SECTION 11. A minimum of four (4) hours pay at the straight time rate (2 2/3 hours at time and one-half) shall be allowed all employees who report for duty for prearranged overtime on any day except the employee's Sunday. A minimum of six (6) hours pay at the straight time rate (three (3) hours double time) shall be allowed all employees when called to work for an emergency or on the employee's Sunday.

Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work scheduled or called in to do at the time and one-half rate or double time rate. This additional work will not constitute a second call out. On call in or emergency work that takes more than two (2) hours, the employee will move into the fourth hour of overtime at the double time rate. Overtime work for which the employee has received more than six (6) hours notice shall be classified as prearranged work.

SECTION 12. During emergencies and scheduled outages, temporary shifts may be established, which may include supplementing a permanent shift. The days and hours of the shift will be determined for each shift when it is established. The hours of each shift will remain the same for all days of that shift and will not be changed for the duration of the shift. The temporary shifts will be a minimum of three (3) consecutive workdays and may include weekends. These days could be Monday through Wednesday, Friday through Sunday, etc. All weekend days included in the temporary shift will be paid at the contract overtime rate for all work. More than one temporary shift may be established at the same time, for example, to provide around-the-clock coverage. No individual will be required to work temporary shifts for more than twelve (12) weeks per contract year. Employees shall be given a minimum of ten (10) hours notice in the case of emergencies

and a minimum of three (3) working days notice in the case of scheduled outages. Employees shall be notified 10 hours in advance of the cancellation of the temporary shift. Should the emergency or scheduled outage for which the shift has been scheduled be completed in the middle of a three day increment of temporary shift work, CWLP shall have the ability to assign other work during the remainder of the three day increment.

In the case of immediate implementation of the emergency temporary shift, the employee(s) will be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the 10 hours notice period has lapsed. The employee would not receive his/her regular shift pay for any other days except for the initial implementation day where they had previously reported to work, and these hours worked would apply toward the three (3) consecutive day requirement.

When working temporary shifts, employees will be required to carry their lunch and will be allowed a twenty (20) minute paid meal break approximately midway through the scheduled shift.

Employees who became members of the maintenance crew on or after October 1, 1983, shall be subject to assignment to a permanent second shift at some point in the future at CWLP's discretion. Individuals volunteering or permanently assigned to this shift will be paid a 5% shift differential that will be considered part of their base salary. Employees may bid the permanent night maintenance crew every two (2) years.

Assignment to the temporary shift will be done by seeking volunteers from the certified welder, journeyman and apprentice classifications with seniority prevailing in selection. If insufficient volunteers are available, the employer will assign from personnel within the classifications needed in inverse seniority order.

Employees working a temporary shift shall be compensated at their regular hourly rate plus a ten percent (10%) shift differential for the first eight (8) hours of the shift. If scheduled, all hours of work in excess of eight (8) hours up to twelve (12) hours shall be paid at the time and one-half rate. Any work over twelve (12) hours shall be paid at the double time rate. If unscheduled, all work over eight (8) hours shall be paid at the double time rate.

SECTION 13. The Employer and the Union agree that the following policy will prevail with regard to climbing the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants:

> City Water, Light & Power shall provide safety belts that are specifically designed for this type work. The employees who climb the stack will be required to use these belts. Only employees who volunteer to climb the smoke stack will be assigned duties that will require such climbing. If no volunteers are available, the Employer may contract this work. The Employer will pay double time to the person or persons who climb the stack for the time in which they are actually in the air.

High time will not apply to use of the elevator or work performed at the half deck or top elevator stop on the Unit 31/32 combined stack. It will apply for the climb from the top elevator stop to the roof and any work performed on the roof of this stack. High time will not apply to work performed on any duct work attached to any of the stacks.

SECTION 14. TRAINING. The Employer shall have the ability to deviate an employee's shift and/or hours of work for the purpose of training. Individuals assigned to a different shift for training shall be given at least one (1) week notification prior to his regularly assigned shift. When returning to his regularly assigned shift, an individual will be given a minimum of 48 hours notice prior to the beginning of his regular shift. Overtime will not be paid when adjusting an employee's schedule for training.

ARTICLE IV - HOLIDAYS

Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January, except employees who are regularly assigned shift work will celebrate this holiday on January 15), Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day (day observed by City), Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday, except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year.

On Labor Day, no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

Operators taken off their regularly assigned shift to work with maintenance crews as per provisions of this article shall be compensated for holidays as follows:

If the operational holiday falls on Saturday or Sunday and the regular Operator would normally be scheduled to work, he shall work the maintenance holiday at the double time rate of pay. If the Operator was not scheduled to work the

operational holiday, he shall work the maintenance holiday at the straight time rate of pay.

If the operational holiday falls on Monday through Friday, all Operators shall work the operational holiday and receive the double time rate of pay.

If an Operator working in Maintenance would normally be scheduled to work Easter Sunday, he shall work the following Monday at the double time rate of pay.

Operators assigned to Maintenance when maintenance crews are not working report to the Supervisor of Generation for assignment during the maintenance shift to which they have been temporarily assigned.

ARTICLE V - SENIORITY

SECTION 1. The right to employ, discharge and promote employees shall be vested in CWLP in accordance with the terms and provisions of this agreement. After one (1) year of continuous service, seniority shall be recognized and the senior employee of IAMAW DISTRICT 9 of City Water, Light & Power shall be given preference, ability and qualifications being sufficient. The first twelve (12) months of employment shall be considered a probationary period, during which time CWLP may discipline or discharge any employee whose work is not acceptable to CWLP.

Any employee of CWLP, who is placed in a position by CWLP not covered under this Agreement, shall continue to acquire seniority rights as long as they are employed by City Water, Light & Power. They may not use their seniority rights to bid on any job opening under this Agreement while in a position not covered by this Agreement. If said employee chooses to return to the bargaining unit or is removed from the above-mentioned position within the first six months, he shall be restored to his former position and other employees shall consent to such demotions or other actions necessary for the re-employment of this employee. After six months, if said employee is removed from the above-mentioned position at such time there is not appropriate job openings, they shall be paid at the current rate of their last held classification under their Agreement and shall be assigned such duties as are mutually agreeable to both parties of this Agreement. It is understood that such an employee may, but is not required to, remain in continuous good standing in the IAMAW DISTRICT 9.

CWLP and the Union shall each appoint two (2) members and an alternate to a Joint Apprentice Training Committee. This committee shall be responsible for establishing and maintaining the Apprentice Program for the Boiler Fuels Maintenance Department.

Apprentice IAMAW DISTRICT 9 employee first year shall be advanced to Apprentice IAMAW DISTRICT 9 employee second year on his anniversary date, provided he has completed all training requirements.

Apprentice IAMAW DISTRICT 9 employee second year shall be advanced to Apprentice IAMAW DISTRICT 9 employee third year on his second anniversary date providing he has met all training requirements

Apprentice IAMAW DISTRICT 9 employee third year shall be advanced to Apprentice IAMAW DISTRICT 9 employee fourth year on his third anniversary date providing he has met all training requirements.

Apprentice IAMAW DISTRICT 9 employee fourth year in the Maintenance Division shall be advanced to Journeyman Maintenance Man on his fourth anniversary date providing he has met all training requirements.

Vacancies of less than thirty (30) working days shall be filled by employees on the shift where the vacancy occurs.

Vacancies of more than thirty (30) working days shall be bid on a temporary basis according to existing agreements. At the termination of the vacancy, said employees shall return to their original positions. No seniority shall be lost for temporary jobs.

SECTION 2. Bidding rights for FGDS WWTP Operator shall first be by seniority within the Utility Operator personnel who are qualified, then qualified members within the bargaining unit by seniority meeting the qualifications.

SECTION 3. CWLP shall furnish 7 uniforms and 5 coveralls to all permanent personnel by April 1 of each year. Employees shall always wear the current issue of uniforms. All employees shall have the option of receiving additional uniforms in lieu of coveralls. CWLP shall furnish gloves as protective gear and replace with new when old gloves are turned in to Store Room. CWLP shall furnish all employees covered under this Agreement with safety shoes, safety glasses and insulated coveralls or coat and bib on an as-needed basis. The Employer shall provide a non-hooded sweatshirt as an option for winter gear. Employees will be expected to take due care in the use of these items. Employees shall abide by the current CWLP safety policy with regards to wearing hard hats and other safety equipment. These items will be replaced on an as-needed basis only upon return of the damaged or worn-out items and only if CWLP agrees on the need for replacement. Employees may turn in bibs and coats in the Spring for cleaning services.

SECTION 4. An employee holding the classification of Building and Grounds Keeper shall have promotional seniority for the position of Building and Grounds Crew Leader and/or Utility person, only.

Employees hired into the Buildings and Grounds area after October 1, 2012, will have bidding rights for Utility Operator positions prior to the Employer considering outside hires for the position. However, nothing herein waives the Employer's right to hire outside hires for the position. Prior to being considered for a Utility Operator position the Building &

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Grounds personnel must pass any applicable entry level test. Building & Grounds personnel will be afforded the opportunity to pass the entry level test while a hiring list is active after which the employee must take the test when the Utility Operator position is posted. Once a passing grade is reached, the employee will become the highest position on the list for the next position hired. If Building & Grounds personnel decline to take the test or has successfully taken the test and declines to accept a transfer to the Utility Operator position, the employee forfeits their bidding rights under this Article. Employees moving from Buildings and Grounds to Utility Operator will move to the bottom of the operator seniority list.

SECTION 5. Operational personnel may be utilized to work with the IAMAW DISTRICT 9 maintenance crews for the purpose of assisting in the maintenance crews' work performing such tasks as are designated by the senior maintenance man on the job at the plant. When assisting maintenance crews, these operating personnel, if not covered under the classifications of this agreement, may be assigned to maintenance crews in the ratio of one (1) individual per two (2) members of the maintenance crew. In lieu of the above ratio, four (4) operating personnel not classified within this agreement may be utilized as a separate crew under the direction of a classified Certified Welder or a Journeyman if no Certified Welders are available. In this case, the Journeyman or Certified Welder will receive Temporary Crew Leader's pay.

Operational personnel who have been taken off their shift to work with maintenance crews on the temporary shift shall be paid the temporary shift differential of the maintenance craft with which they are working. IAMAW DISTRICT 9 operating personnel working with maintenance crews will be allowed to continue working if the job continues past the end of the shift into overtime.

SECTION 6. Operational personnel not required to work their normal positions due to Jury Duty or grievances may be utilized to fill vacancies for which they are qualified in their permanently assigned area.

SECTION 7. MAINTENANCE CREW LEADER. Boiler Fuels maintenance shop shall consist of one (1) permanent crew leader for the first five members permanently assigned to the crew on day shift. A second permanent crew will be assigned when 10 permanent members are assigned to the day shift crew and a third permanent crew leader will be assigned when 15 permanent members are assigned to the day crew. If the crew consist of a number between the threshold levels for a new permanent crew leader, the senior Certified Welder or Journeyman who has held welder certification for five (5) continuous years, then Journeyman if no Certified Welders are available will be stepped up to crew leader on a daily basis. The night maintenance shift will consist of one (1) permanent crew leader.

The permanent crew leader position will be bid and awarded to the senior qualified certified welder or Journeyman who has held welder certification for five (5) continuous years.

Effective upon the cancellation of the night shift in 2021, a third Crew Leader will be added to the day shift. This additional Crew Leader shall not alter the ratios set forth in this Section and will sunset upon the separation of any one of the current Crew Leaders.

ARTICLE VI - WAGES

SECTION 1. The wage schedule covered by this Agreement shall be in effect for a period of three (3) years from the date of Agreement and shall remain in effect from year to year unless terminated on any anniversary date by either party by giving not less than sixty (60) days nor more than one-hundred twenty (120) days written notice by registered mail.

In giving sixty (60) to one-hundred twenty (120) days written notice, the Union shall also notify CWLP if their representatives are duly authorized to conduct any negotiations in their behalf.

SECTION 2. Pay day shall be every two (2) weeks on Friday during normal business hours, except that when pay day falls on a holiday pay day shall be on the preceding day. Effective upon the ratification of the 2017 contract, all employee's pay checks and pay stubs shall be electronically issued by the Employer. All pay checks shall be made by the Employer via direct deposit to a financial institution of the employee's choosing.

SECTION 3.

October 1, 2023	2.25% (For Tier 1 employees)
October 1, 2024	2.5%
October 1, 2025	2.5%

Employees who are still employed and on the active payroll of the City on the execution date of this Agreement shall receive retroactive pay for the 2023 and 2024 increases for the applicable timeframes.

Longevity: Effective October 1, 2014, employees who have completed 15 years with the City will receive $0.50 added to base wage, effective first day of month following completion (not compounded). Effective October 1, 2014, employees who have completed 25 years with the City will receive an additional $0.50 added to base wage, effective first day of month following completion (total of $1.00 added to base).

SECTION 4. Utility Operators will receive their base rate of pay unless they are relieving a FGDS WWTP Operator or are assigned to the Material Handling Area.

SECTION 5. Members of the Building & Grounds crew will receive a 10% step up in their base pay when performing work outside their jurisdiction.

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SECTION 6. Rates of pay for regular relief personnel (coal crew relief or FGDS WWTP operational relief) during vacations, casual days, sick days, funeral days, jury duty, National Guard camp and holidays shall be the same as would be paid if the employee were working his regular schedule. The employee shall not during these periods be paid a rate higher than that of the classification regularly assigned.

SECTION 7. When it is necessary that employees in operations work in excess of ten (10) continuous hours, they shall be furnished a meal at CWLP's expense. Additional meals shall be provided for such employees by CWLP at intervals of not more than six (6) hours there-after while they continue to work.

Maintenance men required to work after their regular quitting time shall be furnished a meal at CWLP's expense if they are required to work past 5:00 p.m. Additional meals shall be provided for such employees by CWLP at intervals of not more than six (6) hours thereafter while they continue to work.

Night maintenance men required to work more than 1.5 hours prior to their regular shift shall be furnished a meal at CWLP's expense. Additional meals do not apply unless the starting time is prior to 3:30 p.m.

Maintenance Department employees working pre-arranged overtime outside their normal work week, or emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report to work.

When maintenance personnel are called in more than two (2) hours prior to the start of shift, they will be provided with a meal to be taken on company time.

SECTION 8. A non-taxable allowance of $12.00 per meal will be granted for all meals earned. A maximum of one (1) hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employee(s) are working.

If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal.

Employees who regularly work shift work who receive a meal and are to eat that meal at the end of sixteen (16) consecutive hours of work shall have the additional meal hour considered as a rest hour as referenced in Article III, Section 4.

SECTION 9. Maintenance employees prearranged with more than six (6) hours' notice for two (2) hours overtime immediately following the employee's regular or temporary shift, or two (2) hours overtime immediately prior to the employee's regular shift for night maintenance employees, for a minimum of five (5) consecutive working days (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an

hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

SECTION 10. On days of ammonia unloading; the Material Handler assigned to the task will receive $1.00/hr additional pay for the 8 hours of actual time worked.

SECTION 11. FGDS WWTP Operator shall receive $.50/hr additional pay for the ammonia system, including the Unit 4 Ammonia vaporizers if hazardous material trained and certified.

SECTION 12. Effective upon signing, when the Utility Operator is scheduled to work the FGDS WWTP Operator position, the Utility Operator working this classification will receive an additional $.50 cents per hour worked.

ARTICLE VII - VACATION AND SICK BENEFITS

SECTION 1. Employees will be granted vacation time with pay according to the number of years of continuous service they have with City on their anniversary date. Effective March 1, 2003, vacation leave per year with pay will accrue on equivalent monthly basis according to the following schedule:

	Days/Year	Days/Month
1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

After March 1, 2003, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

SECTION 2. Effective March 1, 2002, vacation time may be taken upon the completion

of six months of service. Vacation time shall be established by March 1st for seniority to prevail. The Superintendent or Supervisor in charge shall notify employees of approval or denial of all first choice vacation requests by March 31 of each vacation year. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time. One day vacation requests will be granted after the schedule is posted if known overtime is not created at the time of the request and a minimum of 24 hours is provided. Employees cancelling any time off request already approved must provide a minimum of 24 hours notice before the start of the shift. The Employer shall respond to the employee's advanced time off and vacation requests within 48 hours if denial is known.

The Superintendent in charge may, at his discretion, allow an employee a different division of vacation time if, in his opinion, the employee's circumstances warrant it and it will not disrupt operations.

Employees entitled to more than ten (10) days vacation time may elect to work the additional days at the straight time rate of pay, plus his vacation pay. His decision to work must be indicated on his vacation slip by March 1st.

If CWLP calls an employee back to work in an emergency during his vacation, he shall be paid at the double time rate, plus his vacation pay.

Employees shall be compensated at their current hourly rate at the time they are leaving the service of the Employer for all accrued but unused vacation time. Employees who are unable to use vacation due to a work related injury shall have such time carried over into the next year.

SECTION 3. SICK BENEFITS.

A. Sick Benefits - Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service. Total accumulation shall not exceed 300 days of sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired on or after June 1, 2012 will not be eligible for payment of unused sick days upon retirement. Such employees will be eligible for 5/12ths of up to a maximum of 90 accrued sick days if they die while an active employee. Effective October 1, 2008, employees who have a minimum of 62 days may exchange up to ten sick days for five vacation days. Employees may not drop below 60 sick days when trading. Days traded must be used in the contract year in which the days were traded.

B. Sick leave may be used for illness, disability or injury to the employee, appointment with the doctor, dentist or other medical practitioner, quarantine,

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or serious illness or disability in the employee's immediate family which requires the employee's personal care or attention. Employees shall make every effort to schedule non-emergency medical examinations outside of normal working hours. If this is impractical, the employee shall inform his supervisor of such examination as far in advance as practical. Verifications shall be made pursuant to sub-Section D of this Agreement.

C. It shall be the responsibility of the employee to see that his Supervisor is notified of his illness and his inability to work prior to the beginning of his work shift. If the employee is absent for one (1) or more days, he shall sign an "Benefit Use Report" certifying to the nature of his illness. One copy of this report is placed on file by his Supervisor, one copy is referred to the Payroll Department.

D. If the employee shall be absent on sick leave for three (3) days or more, he shall furnish a doctor's certificate reflecting the reasons for his absence. When a person has used thirty (30) days sick leave time to which he is entitled under this Contract, all benefits under the IMRF shall be available to him/her or he may use the balance of accrued sick leave time.

E. CWLP will administer a disciplinary procedure based on number of instances and not number of days taken. An instance could be as little as ½ day sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment.

Effective October 1, 2008:
It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

- 5 instances - verbal warning
- 6 instances - written warning
- 7 instances - 1 day suspension
- 8 instances - 5 day suspension
- 9 or more instances - greater than 5 days suspension or termination

Employees will be monitored on a rotating 12-month basis.

F. Members of the bargaining unit shall be provided the same group health and life insurance benefits for the employee and his dependents as all other employees of the City of Springfield at the same premium rate. Life insurance is for the employee only. As a settlement to complete negotiations of 2001, the IAMAW DISTRICT 9 have agreed to participate in any insurance committee process for determining future insurance benefits and associated premiums for their members. In the event that the Labor /Management Health Insurance Committee is dissolved, the parties agree to meet for the purpose of discussing and/or negotiating over the employee health insurance plan.

SECTION 4A. Employees who have accrued thirty (30) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted two (2) days leave with pay, and if individuals will cooperate in trying to space out days, bonus days can be taken at different time other than consecutive days, between October 1st and September 30th of the succeeding contract year. This does not have to be operationally workable in terms of scheduling. Employees who have accrued sixty (60) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay. Employees who have accrued ninety (90) days sick leave at any time prior to a contract year and do not use any more than one sick day or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay, and if individuals will cooperate in trying to space out days, bonus days can be taken at different times other than consecutive days (between October 1 and September 30) of the succeeding contract year. If an employee does not use his/her bonus leave during the contract year, he must schedule the days on which he desires the time off prior to September 1 of the existing contract year. Such bonus leave days shall be used between October 1st and March 1st and may not be rescheduled after September 1 of the existing contract year. This does not have to be operationally workable in terms of scheduling. Sick time used under the Family Medical Leave Act will be considered when determining eligibility for bonus time.

Employees will be granted three (3) casual days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) casual day; one hundred eighty (180) days for two (2) casual days; and two hundred seventy (270) days for three (3) casual days. Employees must give notice to CWLP at least twenty-four (24) hours in advance of the shift he desires to use as his casual day unless the casual day is used in lieu of sick leave.

More than one employee per crew can take casual days at the same time so long as adequate schedules can be maintained and a twenty-four (24) hour notice is given. Casual days will be scheduled in the order requested. If an employee does not use his casual days during the contract year he must, before the beginning of the next contract year, schedule the days on which he desires this time off. Such casual days shall be used between October 1st and March 1st and may not be rescheduled after the beginning of the new contract year.

SECTION 4B. An employee may be granted compensatory time off in lieu of overtime pay for overtime worked, including Holidays worked, at the rate of time off equal to the applicable overtime rate up to a maximum of 160 hours per contract year that may be replenished throughout the contract year, but may not exceed the maximum allowable under the Fair Labor Standards Act (240 hours) in any given contract year. This compensatory time must be taken in increments of four (4) hours or eight (8) hours by employees working within the operations area and in increments of three (3) hours (p.m.), five (5) hours (a.m.), or eight (8) hours in the maintenance area. Individual supervisors will have the discretion of allowing different divisions of compensatory time. The

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supervisor in charge must approve all compensatory time taken. This approval will not be unreasonably withheld. Employees may choose to be paid for compensatory time once in a contract year at the time of their choosing. At the end of each contract year, all compensatory time remaining will be liquidated at the rate of one (1) hours pay for each one (1) hour of compensatory time accumulated.

ARTICLE VIII - DUTY DISABILITY

Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts can not be amended by the Springfield City Council.

The employee will receive full time for the day of injury. Employees shall not accrue benefit time while off on workers' compensation for thirty (30) days or more, unless specifically awarded pursuant to the Workers' Compensation Act, award, or settlement.

ARTICLE IX - LEAVES OF ABSENCE

SECTION 1. GENERAL LEAVE. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee, who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave, shall be considered to have abandoned his position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

SECTION 2. MILITARY LEAVE. Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit

of the Armed Forces of the United States will be granted leave for training sessions not to exceed fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights, provided he is then physically qualified to return to work. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

SECTION 3. MEDICAL LEAVE. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician which includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

Any union member of IAMAW DISTRICT 9, who is on Pension Disability, and is able to return to work because he is physically qualified, shall be reinstated to his former position, including all of his seniority rights. It is understood that in the case of such member's return, other members shall consent to such demotions or any other action necessary for the re-employment of return Pension Disability members.

SECTION 4. JURY DUTY. An employee who loses time from work during his regularly scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee

may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor, the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts, an appropriately qualified relief man will be appointed to fill the individual's shift. If no relief man is available, management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

SECTION 5. FUNERAL LEAVE. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral or memorial service, and traveling to and from the funeral or memorial service. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral or memorial service as specified in the preceding paragraphs on any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

SECTION 6. UNION LEAVE/BUSINESS. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will

consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of four (4) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

ARTICLE X - JOB DESCRIPTIONS

SECTION 1. DUTIES OF THE MAINTENANCE CREW LEADER.

A. Serve as lead worker of employees assigned to the maintenance crew. Such work shall include maintaining records, assignment of work, and assisting the supervisor in scheduling. He shall be responsible for the quality and quantity of the work performed by the individuals assigned to him.
B. Instruct and assist in training all employees.
C. Shall spend the preponderance amount of his work time performing duties in the hands-on capacity.
D. Shall report all unfavorable conditions in writing to his designated supervisor.
E. Shall be a certified welder for five (5) continuous years and will be expected to maintain this certification. However, should he not be able to recertify after exhausting good faith efforts to certify, it will not require relinquishment of this position. Employees who refuse to make good faith efforts to recertify will no longer hold the position.
F. Shall be responsible for coordinating procurement of materials.
G. Where the responsibilities of more than one maintenance crew leader overlap, the senior maintenance crew leader shall have the authority to make decisions in the absence of the maintenance supervisor or his designee.

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SECTION 2. DUTIES OF THE MATERIAL HANDLING CREW LEADER.

This position reports to a Supervisor or his designee and is responsible for receiving, storing, handling and mixing of all fuels and materials from delivery to waste. Specific duties are as follows:

A. Responsible for training assigned personnel. Operate the system as needed.
B. Coordinate fuel and material received for maximum efficiency.
C. Obtain fuel and material samples sufficient to assure proper testing.
D. Responsible for cleanliness of all fuel and material handling areas and equipment.
E. Keep records and make reports as directed.
F. Report, in writing, any and all unfavorable conditions to the designated Supervisor.
G. Responsible for requests, in writing, of all supplies and materials.
H. Shall spend the preponderance amount of his work time performing duties in a hands-on capacity.
I. Operation of water truck and street sweeper per shift as required.

SECTION 3. DUTIES OF THE CERTIFIED WELDER.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned. He must also maintain high pressure certification required for a generating station as per current practice.

A. Assist in training all assigned personnel.
B. Perform preventive maintenance as directed.
C. Lay out jobs assigned.
D. Report, in writing, all unstable conditions to designated supervisor.
E. Order materials as directed.
F. May be required to recertify as required per National Boiler Inspection Code (NBIC). Employees failing a visual weld inspection or Non-Destructive Examination will be required to repair the weld defect. If the weld defect is not repaired in two (2) additional attempts or if the employee fails four (4) examinations in one (1) rolling year, the employee will return to the Journeyman classification. If he is able to recertify within a twelve (12) month period with one attempt he will return to Certified Welder. The City will allow the use of City material and equipment for practice, but said practice may be on the employee's own time, or during work hours at the supervisor's discretion.

SECTION 4. DUTIES OF THE JOURNEYMAN.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

A. Assist in training all assigned personnel.
B. Perform preventive maintenance as directed.
C. Lay out jobs assigned.
D. Report, in writing, all unstable conditions to designated supervisor.
E. Order materials as directed.

SECTION 5. DUTIES OF THE JOURNEYMAN (IN THE MATERIAL HANDLING AREA).

A. Receive instructions from Supervisor or his designee and see that they are properly executed.
B. Function as back-up for and assist the Crew Leader in receiving, storing, handling and mixing of all fuels, limestone, Scrubber sludge and materials.
C. Keep up-to-date records and data as directed.
D. Keep all material handling areas and equipment clean.
E. Assist in properly training all personnel assigned to the Material Handling Crew.
F. Report, in writing, all unfavorable conditions to the person designated.
G. Operation of water truck and street sweeper per shift as required

SECTION 6. DUTIES OF THE UTILITY OPERATOR.

A. Receive instructions from the designated supervisor.
B. Report in writing any abnormal condition to the FGDS WWTP Operator or Material Handling Crew Leader.
C. Assist in keeping assigned work area clean and safe.
D. Relieve FGDS WWTP Operator or Material Handling personnel when required.
E. May be assigned to IAMAW DISTRICT 9 maintenance crews to assist in maintenance efforts within the plant as needs require or with the machinists crew during turbine overhauls.

SECTION 7. DUTIES OF THE APPRENTICE.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

Duties: As per IAMAW DISTRICT 9 employee Joint Apprentice Program.

SECTION 8. DUTIES OF THE RELIEF COAL HANDLER.

This position reports as designated, and relieves the Material Handler when appropriate, with specific duties as listed below:

A. Receive instructions from Crew Leader or designated Supervisor and see that they are properly executed.

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B. Function as back up for, and assist the Material Handler in receiving, storing, handling and mixing of all fuels, limestone, Scrubber sludge land material from delivery to waste.
C. Keep up-to-date records and data as directed.
D. Keep all material handling areas and equipment clean.
E. Assist in properly training all personnel assigned to the Material Handling Crew.
F. Operation of water truck and street sweeper per shift as required.
G. Report, in writing, all unfavorable conditions to the Crew Leader or designated Supervisor.

SECTION 9. DUTIES OF THE BUILDING AND GROUNDS CREW LEADER.

A. Receive instructions from designated Supervisor(s) and see that they are properly executed.
B. Perform assigned cleaning duties in office areas, control rooms, etc.
C. Responsible for cleanliness and minor maintenance of assigned facilities, as directed.
D. Direct and supervise all personnel assigned to his crew.
E. Report all unfavorable conditions in writing to designated Supervisor(s).
F. Shall spend the preponderance amount of his work time performing duties in a hands-on capacity.

SECTION 10. DUTIES OF THE BUILDING AND GROUNDS UTILITY PERSON.

This position reports to his designated supervisor and is responsible for, but not limited to, effectively and efficiently performing all duties assigned.

A. Building maintenance, cleaning, outside maintenance and other work as directed by designated supervisor.
B. Assist in training all assigned personnel.
C. Report, in writing, all unstable conditions to designated supervisor.
D. Order materials as directed.

SECTION 11. DUTIES OF THE BUILDINGS AND GROUNDS KEEPER.

A. Receive instructions from the Building and Grounds Crew Leader and see that they are properly executed. Follow proper procedures and perform any of the duties required to maintain buildings and grounds.
B. Building cleaning and minor building maintenance work as directed.
C. Grounds care as directed.
D. Perform all other duties as directed.
E. Report all unfavorable conditions, in writing, to the Building and Grounds Crew Leader.

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SECTION 12. DUTIES OF THE FGDS WWTP SYSTEM OPERATOR.

FGDS WWTP Operator assigned to day shift will have the responsibility to have adequate chemicals in place to treat the clarifier for the next 16 hours, and maintain the operation of the system within limits prior to handing off responsibility to the following FGDS WWTP Operator at 3:00 p.m. This is to ensure that the system does not run out of chemical during the evening and night shifts, when fork trucks may be unavailable.

The FGDS WWTP Operator will communicate to the afternoon FGDS WWTP Operator any problems that may carry over to the next shift. These concerns and problems should also be noted in the FGDS WWTP system log book.

The FGDS WWTP Operator shall also:

A. Receive instructions from the designated supervisor.
B. Report all unfavorable conditions, in writing, to the designated supervisor and following FGDS WWTP Operator.
C. Oversee all FGDS WWTP system operations and perform all duties required for proper operation of the shift and communicate with afternoon FGDS WWTP Operator for ideal operating conditions and procedures.
D. Keep operational log and hourly records as directed.
E. Perform PH and density readings on system processes as needed.
F. Assist in training all personnel assigned to the shift.
G. Assist in keeping equipment and work areas clean and safe.
H. Lubricate all designated equipment and perform all Preventative Maintenance (PM's) as assigned.
I. Maintain operating parameters per EPA regulations and within CWLP's permit with the Sangamon County Water Reclamation District (SCWRD).
J. Maintain chemical supply and additions as system requires.
K. Maintain HAZMAT certification.
L. Monitor ammonia system, including Unit 4 vaporizers and inform designated supervisor including Unit 4 operations of any abnormal conditions.
M. Monitor and maintain all equipment associated with the limestone handling system.
N. Monitor and maintain all equipment associated with the gypsum handling system.
O. Monitor and maintain all equipment associated with the reagent handling system.
P. Monitor and maintain all equipment associated with the AFT (additional slurry storage for Unit 4 outages).
Q. Monitor and maintain all equipment associated with the geobag dewatering system.
R. Record ammonia tank and vaporizer readings every shift.

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FGDS WWTP Operator position will be posted and filled pursuant to the contract. Bidding rights for FGDS WWTP Operator shall first be by seniority within the Utility Operator personnel who are qualified. If no qualified Utility Operator bids are received, the remaining qualified members within the bargaining unit can bid by seniority meeting the qualifications (see Article V).

ARTICLE XI - SPECIAL CONDITIONS DURING UNIT OUTAGES

SECTION 1. During periods of FGDS WWTP shutdowns or Unit 4 outages, Operations personnel may be assigned to other plant duties as plant needs require, including assisting IAMAW DISTRICT 9 maintenance crews. This could include assignment to a shift other than the individual's normally scheduled shift. Individuals assigned to a different shift shall be given at least ten (10) hours notification prior to the beginning of the assigned shift. When returning to their regularly assigned shift, individuals will be given a minimum of forty-eight (48) hours' notice prior to the beginning of their regular shift. If individuals are not allowed forty-eight (48) hours' notice prior to the beginning of their regular shift, time worked on their regular shift will be at the appropriate overtime rates.

SECTION 2. If the FGDS WWTP is in full recirculation or during outages, management will decide if the position will be filled to cover the use of benefit time requested or any days when regularly assigned operational personnel are absent. This would cover any necessary work within the FGDS WWTP or other maintenance needs as specified in Section 3.

SECTION 3. During periods of FGDS WWTP shutdown, all outage related work at the FGDS WWTP will become jurisdiction of the maintenance crew. During these times, all cleaning, except vessel internals associated with the major outage, may be performed by either FGDS WWTP operations or maintenance crews as directed, regardless if the other department is cleaning or working at the FGDS WWTP. When both Unit 4 is in outage and the FGDS WWTP is out of service, FGDS WWTP operators may be used to assist the maintenance crews in the FGDS WWTP or elsewhere in the plants.

ARTICLE XII - MATERIAL HANDLING CREW

SECTION 1. DEFINITION OF THE MATERIAL HANDLING CREW. A production work group that operates the fuel and material handling system at the Generation Station. This crew consists of the following classifications with crew seniority reflected in the following list:

Material Handling Crew Leader (Plant Grounds)
Material Handler (regular operators)
Material Handler (relief operators)

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SECTION 2. A Regular Operator shall be defined as a classified Material Handler who is on a regular rotating shift. Regular Operator's shifts and days off are not subject to change with the exception that personnel on the second shift (3:00 p.m. to 11:30 p.m.) may be temporarily assigned to an 11:00 a.m. to 7:30 p.m. shift or to the 7:00 a.m. to 3:30 p.m. shift at the Plant Superintendent's discretion; all personnel scheduled on the 3:00 p.m. to 11:30 p.m. shift on weekends may have their days off changed to Sunday and Saturday during Unit 4 outages to work on the outage. Employees working within the material handling area may be assigned to maintenance crews. This will be determined by the Plant superintendent or his designee at the beginning of the shift.

The Regular Material handling Operator for the second shift will be bid annually and will receive the Material Handling Crew Leader rate of pay while holding this bid position.

The Senior Material Handler on each shift shall be classified as a Material Handling Crew Leader, shall assume all responsibilities of this position and shall receive the Material Handling Crew Leader's rate of pay. In the case where two (2) shifts overlap, only the Senior Material Handler within the area will be classified as a Material Handling Crew Leader. The addition or deletion of the temporary 11:00 a.m. to 7:30 p.m. shift will take place after forty-eight (48) hours advance notice. Once the shift has been established, it will last a minimum of two weeks in duration.

Relief men including those who will eventually be classified as Material Handler, are defined as those not on a regular rotating shift. These relief men may also be utilized wherever necessary to meet plant needs at the Plant Superintendent's discretion. The intent is to provide manpower to supplement the Scrubber and IAMAW DISTRICT 9 maintenance work groups when personnel are available in the Material Handling area.

All Material Handling Crew members will return to the Material Handling area to perform duties before any other personnel are assigned to the Material Handling area.

Whenever a Utility Operator is required to fill in for a Material Handler on a regular rotating shift, he shall be paid at the Material Handler rate. In the event both workers are Relief Apprentices, the senior employee will be given preference for movement to Material Handler classification.

While there is a permanent night shift in place, one additional relief operator/apprentice will be permanently assigned to the Material Handling Crew.

SECTION 3. WORKING HOURS. There shall be a 7:00 a.m. to 3:30 p.m. shift, with a meal break between 11:00 a.m. and 11:30 a.m. There shall be either a 3:00 p.m. to 11:30 p.m. shift with a meal break between 7:00 p.m. and 7:30 p.m. or an 11:00 a.m. to 7:30 p.m. shift as outlined in Article X, Section 2. Between Memorial Day (inclusive) and Labor Day (exclusive), the shifts will be as follows, 6:00a.m. to 2:30p.m., and 2:00p.m. to 10:30p.m. or 10:00 a.m. to 6:30 p.m. The Plant Superintendent at his discretion may establish an 11:00 p.m. to 7:30 a.m. shift with a meal break between 3:00 a.m. and 3:30 a.m., provided that such shift shall be in addition to the other two shifts set forth above,

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the exception being a second shift of 11:00 a.m. to 7:30 p.m., as outlined in Article X, Section 2. Material Handlers assigned to the 11:00 p.m. to 7:30 a.m. shift will receive a five (5) percent shift differential. A permanent Material Handler Crew Leader for the night shift will be bid annually and receive a five (5) percent shift differential, such position can be removed with a thirty (30) day notice.

One-half hour meal periods can be taken during periods other than as noted above with the Supervisor's approval as work requirements dictate. There may also be allowed one (1) 15 minute break in the morning and one (1) 15 minute break in the afternoon as work requirements dictate and with the Supervisor's approval.

SECTION 4. SPECIFIC DUTIES - MATERIAL HANDLING CREW. The specific duties of the Material Handling Crew include but are not limited to the following:

A. Handling fuel and material to meet plant needs.
B. Clean all coal and oil handling system components.
C. Unload and transfer fuel oils.
D. Handle all coal in permanent storage and day burn piles.
E. Place ash in ash pits as necessary.
F. Perform preventive maintenance inspection on all fuel and material equipment as directed.
G. Blow out and clean clutches and down chutes and other trouble areas (minimum of once a day).
H. Clean out crushers, feeders, etc., when they affect the operation (Maintenance will clean on a scheduled basis).
I. Receiving, hoisting and storage of limestone.
J. Loading of sludge.
K. Weighing of trucks and cleaning of the truck scale.
L. Clean grit chamber daily.
M. Clean drainage lines and any other work deemed necessary at the coal runoff ponds.
N. Removal of material sludge from the slurry holding pond.
O. Cleaning of Waste Water treatment pond.

SECTION 5. SUPERVISION. The Material Handling Crew will be under the direction of the Production Superintendent or his designee.

SECTION 6. OVERTIME. All overtime work shall be equally and impartially divided among all employees within the Material Handling area insofar as is practicable.

ARTICLE XIII - ELECTION OF REMEDIES

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except

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disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

ARTICLE XIV - GRIEVANCE PROCEDURE

SECTION 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward on a job in case of a grievance shall take the matter up with t Superintendent in the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.

Step 2. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 1, the grievance shall be submitted in writing within five (5) working days to the Electric Division Manager of the Department by the Local Union.

Step 3. If the grievance is not resolved satisfactorily within five working (5) days after submission to Step 2, the Local Union shall submit the grievance in writing within five (5) working days to the Manager of Labor Relations or his designee. Within fifteen (15) working days thereafter, a meeting shall be had at which time the parties will endeavor to settle the grievance. Those in attendance shall be the chief steward, grievant, Union Business Representative and company officials. The City shall deliver an answer to the Union Business Representative within five (5) working days after such meeting. Additional time may be granted per the request and agreement between the parties.

Step 4. If the grievance is not resolved satisfactorily at Step 3 within ten (10) working days after submission, then either party may submit the matter to

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arbitration according to the procedures set forth in Article XV. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the Manager of Labor Relations or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn at any step of the grievance procedure.

The time limits at any step may be extended by written mutual agreement of the parties.

SECTION 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

1. The Employer must notify the Union of the dates and times of all meetings concerning such grievance.
2. If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.
3. Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE XV - ARBITRATION

SECTION 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

SECTION 2. If unable to reach an agreement on an arbitrator, the parties shall request the American Arbitration Association (AAA) or the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

SECTION 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his award how his fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE XVI - UNION DUES AND FAIR SHARE

SECTION 1. It is agreed that monthly dues for each member of the Union in amounts as authorized should be deducted from the pay of the employee upon written authorization to the City from each individual employee. The authorization will be upon a form furnished by the Union and all such dues deducted in the manner shall be remitted by the City to such persons as may be designed in writing by the Union under the seal of the Union.

SECTION 2. The Employer shall pay the Union for the amounts withheld from each employee's paycheck per current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

SECTION 3. Revocation of dues-deduction authorization shall be the prerogative of the Individual employee but shall be subject to the requirements of the dues-checkoff agreement between that individual and the Union.

ARTICLE XVII - MANAGEMENT RIGHTS

Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE XVIII - DISCIPLINE

SECTION 1. While the parties agree with the tenets of progressive and corrective discipline, disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

a. Verbal Warning
b. Written Warning
c. Suspensions
d. Discharge

Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. The Local Union will be notified of the disciplinary action.

ARTICLE XIX - SAVINGS

SECTION 1. PARTIAL INVALIDITY. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

ARTICLE XX - LAYOFF/RECALL/SEVERANCE

SECTION 1. LAYOFF/RECALL. The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Pursuant to this Article, any impacted employee shall be subject to recall for a period of 24 months. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

SECTION 2. SEVERANCE. It is recognized that if the City permanently ceases running units at the Dallman plant those employees terminated as a result thereof will be entitled to a severance allowance in accordance and subject to the following provisions.

1. The City agrees to pay one (1) week's pay for each year of service. The City also agrees to continue to pay its portion of the City's Health Insurance plan for three (3) months.

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Any pay for unused sick leave, which shall be payable at a ratio of five (5) days pay for each twelve (12) days accrued, shall be paid pursuant to the terms of the contract with the exception of the condition requiring retirement or death. Any pay for vacation or compensatory time and/or personal days shall be made in one lump sum payment upon separation within 15 business days. Employee health insurance contributions may be deducted from this lump sum payment in the event that the severance payments will end prior to the three (3) month period.

2. A week's severance will be determined by multiplying the employee's base hourly rate times forty (40) hours. The severance pay will be paid out in bi-weekly increments over a three month period, thereafter, any amounts due will be paid in full. All payments are subject to normal payroll withholdings. As a condition of receiving the benefits, participating employees shall be required to sign a Separation Agreement and Release provided by the City.

   In the event that the employee's severance pay runs out prior to the end of the three month period, the employer will continue to pay the City's portion of its health insurance plan provided the employee has remitted their portion of the expense.

3. To be eligible for this payment, an employee must be on the payroll at the time that the employee's position is eliminated. On the payroll includes employees who are on an approved leave of absence or have been laid off with recall rights. An employee is not eligible for this payment if: 1) the employee voluntarily terminates his employment prior to when his position is eliminated; 2) the employee is terminated for just cause prior to when his position is eliminated.

4. Employees who are separated from employment as a result of the unit shutdown may apply for other positions within the City. Employees will be given first preference to be hired and shall accrue vacation and receive benefits at the rate received prior to termination.

5. Any employee that accepts another position within the City shall be subject to the appropriate wage rate for the new position. Additionally, in the event that the employee accepts another position within the City, the employee shall no longer be eligible for severance payments pursuant to the terms of this Agreement. If the position is in another bargaining unit, seniority will not carry over.

6. Should any other terminated employees be given a greater severance package after the execution of this Agreement, the City will afford the same package to the employees working under this Agreement.

7. The City will give Employees affected a 60 day notice prior to layoff.

ARTICLE XXI - LABOR-MANAGEMENT MEETINGS

Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

ARTICLE XXII - COMMERCIAL DRIVER'S LICENSE REQUIREMENT

Beginning with the effective date of the 2023 Agreement, employees are NOT required to obtain or maintain a commercial driver's license. If existing employees currently have a commercial driver's license and wish to retain it, the City will reimburse the employee as stated below
The City will reimburse the employee the incremental cost for the CDL that is above the cost of the employee's personal driver's license.

ARTICLE XXIII - TEMPORARY ASSIGNMENT

An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

ARTICLE XXIV - NON-DISCRIMINATION

SECTION 1. PROHIBITION AGAINST DISCRIMINATION. The provisions of the Agreement shall be applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental handicap. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2. EQUAL EMPLOYMENT/AFFIRMATIVE ACTION. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

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ARTICLE XXV - DRUG AND ALCOHOL TESTING

Effective October 1, 2012, all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any OSHA recordable event or any accident which results in a fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving traffic violation arising from an accident. Employees will be subject to drug testing per applicable State and Federal laws.

SECTION 1. DISCIPLINE. Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense – The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).

2. Second Offense – The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract. No pre-disciplinary hearing is required, unless requested by the union or employee.

3. Third Offense – The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense – The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required, unless requested by the union or employee

2. Second Offense – Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.* No pre-disciplinary hearing is required, unless requested by the union or employee.

   *If an employee has previously tested positive for drugs and /or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense – The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable. No pre-disciplinary hearing is required unless requested by the union or employee.

2. Second Offense – Any employee who test positive for drugs and/or alcohol within five (5) years of his or her previous test will be automatically terminated. No pre-disciplinary hearing is required unless requested by the union or employee.

SECTION 2. COMPLIANCE WITH TESTING REQUIREMENTS. Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 3. RETURN-TO-DUTY CONTRACTS. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.

2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.

3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.

4. An agreement to unannounced frequent follow-up testing.

5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Work Contract is grounds for discharge.

SECTION 4. CONFIDENTIALITY. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanations provided by the Medical Review Officer (MRO) shall be held confidential. Such records and explanations may be disclosed among directors, managers and/or

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supervisors on a need-to-know basis and may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall, upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXVI - SAFETY INCENTIVE

Effective October 1, 2007, all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30th through the duration of the agreement. The incentive shall be administered as follows:

Years	Incentive
1-4	$ 250
5	$ 750
6-9	$ 350
10	$1350
11-14	$ 450
15	$1950
16-19	$ 550
20	$2550
21-24	$ 650
25	$3150
26-29	$ 750
30	$3900

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to October 1, 2007 do not count for purposes of determining the incentive.

ARTICLE XXVII - RESIDENCY

Effective March 1, 2018, residency shall apply for any employees hired after the effective date of the ratified contract and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. Should the residency ordinance

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be reversed during the term of this agreement, this provision will become null and void. Should the residency ordinance be amended, the union maintains the right to negotiate any such modification that affects terms and conditions of employment when the amendment occurs.

ARTICLE XXVIII - DURATION, AMENDMENT AND TERMINATION

SECTION 1. TERM. This Agreement shall become effective October 1, 2023 to September 30, 2026. It shall continue in effect from year to year thereafter, unless notice for amendment or termination is given in the manner provided herein.

SECTION 2. NOTICE TO AMEND OR TERMINATE. Either party desiring to amend or terminate this Agreement must notify the other in writing at least sixty (60) days prior to the termination date.

CONCLUSION

The foregoing is an accurate and true labor agreement reached between the authorized representative of CWLP and said Local Union.

Business Agent, IAMAW, District 9	Mayor, City of Springfield
Date Signed:_____	Date Signed:_____

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ADDENDUM - OVERTIME CALL OUT PROCEDURES

In the event that it becomes necessary that an individual on a shift must be replaced, the following call out procedure is to be used after notification by the supervisor in charge for the need of overtime:

I. FGDS WWTP OPERATOR

A. FGDS WWTP Operator:
1. Sr. FGDS WWTP Operator
2. Next FGDS WWTP Operator
3. Split between FGDS WWTP Operators on shift
4. FGDS WWTP Operator off shift
5. Sr. Utility Operator off
6. Next Utility Operator off

C. Rock/Clean Up:
1. Sr. Utility Operator
2. Next Utility Operator off
3. Sr. FGDS WWTP Operator off
4. Next FGDS WWTP Operator off

II. MATERIAL HANDLING

1. During any hours that a Material Handling Crew Leader is on duty, he will be responsible for calling Material Handling Operators when needed for overtime, as directed by the Material Handling Supervisor and/or Supervisor of Generation.

2. Overtime will be filled by Crew Leader on duty before he gets off duty if possible. This responsibility is not left up to management.

3. During the hours when there are no Material Handlers on duty, the Supervisor of Generation and/or Material Handling Supervisor will call Material Handling Operators as needed.

4. All members of the Material Handling Area will be called for overtime, even if on vacation, bonus leave, comp time, or casual days before filling the overtime from outside the Material Handling Crew. (This is a courtesy call). Operators will **NOT** be charged if they say no while off on these days.

5. Operators on their scheduled days off are eligible for overtime as listed on the current overtime list.

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6. Management will call all people outside of the Material Handling Crew.

7. Overtime will be filled as time permits. (As soon as practicable)

8. Management may try and schedule pre-arranged overtime before time causes emergency overtime.

9. New day starts at Midnight. This could mean a 16 hour shift for an employee who is off both shifts:

   Day one: 3:00 p.m. - 11:30 p.m.
   Day two: 11:00 p.m. - 7:30 a.m.
   Or, overtime shift the employee is off and next shift employee is working.

10. Any rules not clearly understood (or overtime not covered in these rules) will be decided by all crew members present at the time overtime is filled.

11. It takes a majority of all crew members to overrule or change any overtime (added or change any rules). This is our grievance procedure. As long as management does not interfere or overrule this policy.

12. Local will furnish CWLP with an Overtime Call-In List.

13. The list will be updated every two weeks.

14. New list will start the first rotation of January 1 of each year by seniority.

15. The overtime list will have to be signed by the Crew Leader on duty, Supervisor of Material Handling or designee, and dated to be officially recognized.

16. The overtime list will have numbers next to each name that will represent the order for employees who are off to be called, not taking into consideration job continuation, vacation, comp time, CD, sick, etc.

17. All efforts will be made to get the correct person, recognizing the overtime procedures.

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Machinist Fireman and Oiler	**10/1/2022**	**10/1/2023**	**10/1/2024**	**10/1/2025**
Title		**2.25%**	**2.50%**	**2.50%**
Rates for employees hired before October 1, 2014:				
Maintenance Crew Leader	$49.08588	$50.19031	$51.4451	$52.7312
Maintenance Crew Leader (Perm Night Shift)	$51.53856	$52.69818	$54.0156	$55.3660
Material Handling Crew Leader	$48.00067	$49.08069	$50.3077	$51.5654
Material Handling Crew Leader (Perm Night Shift)	$50.38818	$51.52191	$52.8100	$54.1302
Certified Welder	$46.49213	$47.53820	$48.7267	$49.9448
Certified Welder (Perm Night Shift)	$48.80374	$49.90182	$51.1494	$52.4281
Journeyman	$40.98990	$41.91217	$42.9600	$44.0340
Journeyman (Perm Night Shift)	$43.04100	$44.00942	$45.1097	$46.2374
Material Handler	$42.83486	$43.79864	$44.8936	$46.0160
~~Auxiliary Operator 33~~				
~~Auxiliary Operator 31/32~~				
~~Relief Auxiliary Operator/FGDS 9th Man~~				
Utility Operator	$39.31865	$40.20332	$41.2084	$42.2386
~~FGDS Operator - CROI~~				
~~FGDS Assitant Operator - CROII~~				
CROII FGDS WWTP~~Boron System~~ Operator	$44.37592	$45.37438	$46.5087	$47.6715
Rates for employees hired before October 1, 2011:				
~~Apprentice 1~~				
~~Apprentice 2~~				
~~Apprentice 3~~				
~~Apprentice 4~~				
Building & Grounds Crew Leader	$34.3156	$35.08770	$35.9649	$36.8640
~~Utility Person~~				
~~Grounds Keeper 1~~				
~~Grounds Keeper 2~~				
~~Temporary Student Summer Employee~~				
~~FGDS 10th Man - Utility Operator~~				
Rates for employees hired on or after October 1, 2011 (~~Frozen - COLA~~):				
Apprentice 1 (60% of Journeyman)	$19.0000	$20.5800	$21.09450	$21.6219
Apprentice 2 (70% of Journeyman)	$20.0000	$24.0100	$24.61025	$25.2255
Apprentice 3 (80% of Journeyman)	$21.0000	$27.4400	$28.12600	$28.8292
Apprentice 4 (90% of Journeyman)	$22.0000	$30.8700	$31.64175	$32.4328
Grounds Keeper 1	$15.0000	$20.0000	$20.50000	$21.0125
Grounds Keeper 2	$16.0000	$21.0000	$21.52500	$22.0631
Rates for employees hired on or after October 1, 2011 (~~Frozen - COLA applied until employee reaches title~~):				
~~FGDS 10th Man - Utility Operator~~				
Utility Person	$18.8000	$25.0000	$25.62500	$26.26563
Building & Grounds Crew Leader	$20.9800	$27.5000	$28.18750	$28.89219

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Rates for employees hired on or after October 1, 2014 (~~Frozen - COLA applied until employee reaches title~~):

Maintenance Crew Leader (Journeyman + 4.00/hr)	$39.8900	$38.3000	$39.1575	$40.0364
Maintenance Crew Leader (Perm Night Shift) (+ $2.00/hr)	$42.0800	$40.3000	$41.1575	$42.0364
Material Handling Crew Leader (Material Handler + 4.00/hr)	$38.9200	$38.3000	$39.1575	$40.0364
Material Handling Crew Leader (Perm Night Shift) (+ 2.00/hr)	$41.0600	$40.3000	$41.1575	$42.0364
~~Certified Welder~~				
~~Certified Welder (Perm Night Shift)~~				
Journeyman	$32.6300	$34.3000	$35.1575	$36.0364
Journeyman (Perm Night Shift) (+ 2.00/hr)	$34.4700	$36.3000	$37.1575	$38.0364
Journeyman SMAW (+ $1.00/hr)		$35.3000	$36.1575	$37.0364
Journeyman SMAW & TIG (+ $2.00/hr)		$36.3000	$37.1575	$38.0364
Material Handler	$34.3000	$34.3000	$35.1575	$36.0364
~~Auxiliary Operator 33~~				
~~Auxiliary Operator 31/32~~				
~~Relief Auxiliary Operator/FGDS 9th Man~~				
Utility Operator~~/FGDS 10th Man~~	$26.6800	$28.9600	$29.6840	$30.4261
~~FGDS Operator - CROI~~				
~~FGDS Assitant Operator - CROII~~				
CROII FGDS WWTP~~Boron System~~ Operator	$35.6800	$35.6800	$36.5720	$37.4863

*Add $0.63 per hour (non-compounding) to the base rate which will expire at the end of this contract

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD
CITY WATER, LIGHT & POWER
AND
DISTRICT 9, I.A.M.A.W
February 27, 2024

This Memorandum of Understanding (MOU) is entered into by the Employer, City of Springfield and the Union, District 9 - International Association of Machinists and Aerospace Workers to be effective with the effective date of the 2024 contract. The parties have agreed to the terms listed below:

1. In addition to the classifications included under Article XII, Sec 1, there will be a **Material Handling Utility Operator** (MHUO) classification. This is a Temporary classification in place for as long as deemed necessary for the operation of material handling and other material handling duties as assigned.

    1. The Material Handling Utility Operator ("MHUO") will be paid at the utility operator rate.

    2. The MHUO will be paid the Utility Operator rate for all vacations, casual days, sick days, funeral days, safety days, compensation time, jury duty, military orders and holidays. At no time during the described periods shall the employees be paid at a higher rate than that of the classification regularly assigned.

    3. The MHUO will receive Material Handler rate of pay when working in Material Handling.

    4. The MHUO is not intended to set minimum staffing levels for future consideration.

    5. The MHUO may be used to cover vacancies in the FGDS WWTP when not needed in the material handling area and will receive the FGDS WWTPO rate (M-F Dayshift only).

    6. The MHUOs can be stepped up to Material Handling Crew Leader as needed, and be paid as a MHCL when stepping up as such.

    7. The MHUO position will be bid annually every contract year for the duration of agreed contract.

    8. This agreement is entered into without prejudice, and it does not set a precedent.

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2. Material Handling personnel will continue to be scheduled and filled as defined in:

Article XII- Material Handling Crew

Section 2. Current contract language will be followed as written.

Section 3. Current contract language addressing Working Hours will be followed as written. Personnel scheduling may be subject to change with Supervisor or Superintendent discretion. Supervisor discretion will be used when personnel are absent. Employees may not be replaced if the vacancy does not affect plant operations or safety of personnel and equipment.

Misty Buscher Mayor, City of Springfield	Date	Business Representative IAMAW, District 9	Date

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MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO, DISTRICT 9

This Memorandum of Understanding ("MOU") is entered into by the Employer, the **City of Springfield** ("Employer"), and **District No. 9, International Association of Machinists and Aerospace Workers, AFL-CIO** ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The historic operations of the Employer utilized ash ponds to store Coal Combustion Residual (CCR) in the ash ponds. Non-CCR material, primarily water filtration plant lime sludge was also dewatered in the ponds, and removed for beneficial reuse. The operation of these activities has been performed by Material Handlers in the Union covered by Electric Department.

2. Due to regulatory requirements, the operations of the ash ponds has changed. The Employer can no longer discharge CCR or Non-CCR material into the ash ponds.

3. Due to these regulatory requirements and the regulatory requirements of closing the ash ponds, lime lagoons were built for the sole purpose to dewater the water filtration plant lime sludge.

4. The Water Department currently does not possess the financial abilities to take the responsibility of operation of the lime lagoons. It is anticipated that this financial hardship will continue through February 28, 2025. The Parties agree that Material handlers will perform the operations of dewatering and removing the lime sludge for benefit use until such time as the Water Department is financially capable. After that time these operations will become the responsibility of the Water Department and not the Jurisdiction of the Union.

5. This Agreement is entered into without prejudice, and it does not set a precedent.

Misty Buscher Mayor, City of Springfield	Date	Business Representative IAMAW, District 9	Date

2024-542

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO, DISTRICT 9

This Memorandum of Understanding ("MOU") is entered into by the Employer, **the City of Springfield** ("Employer"), and **District No. 9, International Association of Machinists and Aerospace workers, AFL-CIO** ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Coucil on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement.

2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisitation of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.

3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

Misty Buscher GEH	11/5/24		12-18-23
Mayor, City of Springfield	Date	Business Representative IAMAW, District 9	Date

2024-542

2024-542

				Rate increase for 10/1/2023	Rate increase for 10/1/2024	Rate increase for 10/1/2025	Non-Compounding increase on 10-1-24				Equity adjustment for GK 1	Equity adjustment for GK 2		
	Employee Name	**Seniority Date**	**Job Classification**	**Current Rate of Pay 11/6/24 without longevity**	**Current Annual Salary without longevity**	**YOS**	**Current Longevity**	**Retro rate at 10-1-23 without longevity**	**10-1-23 Annual Salary without longevity**	**$0.63 Adder 10-1-24**	**Retro Wage to 10-1-24**	**10-1-24 Annual Salary without longevity**	**10-1-25 wages no longevity**	**10-1-24 Annual Salary without longevity**
B&G	Mark Beauman	6/16/2008	Building & Grounds Crew Leader	$34.3156	$71,376.45	16.5	$0.50	$35.09	$72,982.42	$0.63	$36.59	$76,117.38	$37.49	$77,987.55
B&G	Tyree Robinson	1/9/2023	Building & Grounds Keeper 2nd Year	$16.0000	$33,280.00	1.9	$0.00	$20.00	$41,600.00	$0.63	$21.13	$43,950.40	$21.64	$45,016.40
B&G	Tim Starr	6/17/1993	Building & Grounds Crew Leader	$34.3094	$71,363.55	31.5	$1.00	$35.08	$72,969.23	$0.63	$36.59	$76,103.86	$37.46	$77,921.70
B&G	Jason Volke	7/23/2024	Building & Grounds Keeper 1st Year	$15.0000	$31,200.00	0.4	$0.00	$20.00	$41,600.00	$0.63	$21.13	$43,950.40	$21.64	$45,016.40
MH	Steve Bergae	8/21/2006	Material Handler	$42.8349	$89,096.59	18.3	$0.50	$43.80	$91,101.27	$0.63	$45.52	$94,689.20	$46.63	$96,997.67
MH	Mark Bertetto	5/25/2004	Material Handler Crew Leader	$48.0016	$99,843.33	20.6	$0.50	$49.08	$102,089.80	$0.63	$50.94	$105,952.45	$52.18	$108,542.50
MH	Mike Broida	11/12/2008	Material Handler	$42.8349	$89,096.59	16.1	$0.50	$43.80	$91,101.27	$0.63	$45.52	$94,689.20	$46.63	$96,997.67

MH	Aaron Hanselman	11/1/1999	Material Handler Crew Leader	$48.0016	$99,843.33	25.1	$0.50	$49.08	$102,089.80	$0.63	$50.94	$105,952.45	$52.18	$108,542.50
MH	Scott King	11/12/1996	Material Handler	$42.8349	$89,096.59	28.1	$1.00	$43.80	$91,101.27	$0.63	$45.52	$94,689.20	$46.62	$96,971.67
FGDSWW	Justin Gresham	5/6/2002	Control Room Operator II	$44.8759	$93,341.87	22.6	$0.50	$45.89	$95,442.06	$0.63	$47.66	$99,138.52	$48.83	$101,558.22
Relief	Brett Isenburg	3/31/2006	Utility Operator	$39.3187	$81,782.90	18.7	$1.00	$40.20	$83,623.01	$0.63	$41.84	$87,023.99	$42.84	$89,114.83
Relief	Matt Lauterbach	11/12/2008	Utility Operator	$39.3187	$81,782.90	16.1	$0.50	$40.20	$83,623.01	$0.63	$41.84	$87,023.99	$42.86	$89,140.83
FGDSWW	Jim Simeon	7/10/2003	Control Room Operator II	$44.8759	$93,341.87	21.4	$0.50	$45.89	$95,442.06	$0.63	$47.66	$99,138.52	$48.83	$101,558.22
FGDSWW	David Stout	1/5/2004	Control Room Operator II	$44.8759	$93,341.87	20.9	$0.50	$45.89	$95,442.06	$0.63	$47.66	$99,138.52	$48.83	$101,558.22
Relief	Willie Wilson	12/1/2008	Utility Operator	$39.3187	$81,782.90	16.0	$0.50	$40.20	$83,623.01	$0.63	$41.84	$87,023.99	$42.86	$89,140.83
Maint	Trevor Albert	4/1/2002	Journeyman	$40.9899	$85,258.99	22.7	$0.50	$41.91	$87,177.32	$0.63	$43.59	$90,667.15	$44.65	$92,875.07
Maint	Ryan Bietsch	7/5/2005	Apprentice Fire 4th Year	$38.7217	$80,541.14	19.4	$0.50	$39.59	$82,353.31	$0.63	$41.21	$85,722.54	$42.21	$87,806.85
Maint	Mike Copeland	3/24/1999	Maintenance Crew Leader	$49.0839	$102,094.51	25.7	$1.00	$50.19	$104,391.64	$0.63	$52.07	$108,311.83	$53.33	$110,934.87

23-4-5 2023

Maint	Danny Grubaugh	12/1/2008	Certified Welder	$46.4884	$96,695.87	16.0	$0.50	$47.53	$98,871.53	$0.63	$49.35	$102,653.72	$50.56	$105,161.30
Maint	Charles Lear	10/9/2000	Maintenance Crew Leader	$49.0839	$102,094.51	24.2	$0.50	$50.19	$104,391.64	$0.63	$52.07	$108,311.83	$53.35	$110,960.87
Maint	Matt Wemple	1/5/2004	Maintenance Crew Leader	$49.0839	$102,094.51	20.9	$0.50	$50.19	$104,391.64	$0.63	$52.07	$108,311.83	$53.35	$110,960.87
Maint	Graham Witt	1/12/2004	Certified Welder	$46.4884	$96,695.87	20.9	$0.50	$47.53	$98,871.53	$0.63	$49.35	$102,653.72	$50.56	$105,161.30
Maint	Jim Zaffiri	11/12/2008	Journeyman	$40.9927	$85,264.82	16.1	$0.50	$41.92	$87,183.27	$0.63	$43.59	$90,673.26	$44.65	$92,881.33
Relief	Deontrae Shannon	9/1/2024	Utility Operator	$26.6800	$55,494.40	0.3	$0.00	$27.28	$56,743.02	$0.63	$28.59	$59,472.00	$29.29	$60,926.04
Relief	Marlow Davis	7/1/2024	Utility Operator	$26.6800	$55,494.40	0.4	$0.00	$27.28	$56,743.02	$0.63	$28.59	$59,472.00	$29.29	$60,926.04
				Baseline cost	$2,061,299.76			Additional cost Year 1	$63,648.44		Additional cost Year 2	$149,532.15	Additional cost Year 2	$203,359.95

TOTAL COST OF CONTRACT FOR 3 Years $416,540.54

2024-54-23

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**2.25%
10/1/23, 2.5%
10/1/24, 2.5%
10-1-25

**Retro pay for those still on the active payroll in the bargaining unit on the effective date of Agreement.

**Add $0.63/hr to base pay (non-compounding) starting 10-1-2024

**Tyree Robinson igets the new negotiated rate (backpay) starting 10-1-2023 but does not get the $0.63 until 10-1-2024

**Tyree does not get the percentage increase in 2023, but will get the percentage increase in 2024 and 2025

**Both Groundskeeper positions do not get 2023 percentage increase, but they do get it in 2024 and 2025

2024-542

**Tyree Robinson moved to Groundskeeper II on 1-9-2024

**Add an additional $0.50 for Utility Operators stepping up to FGDS WWTP Operator effective upon signing
**Jason Volke will get $21 back to 7/23/24
**Jason Volke does not get the percentage change
**Last year was a leap year

2024-543

** Non compounding longevity remains at $0.50 @ 15 years and an additional
**There are a few that change longevity in this timeframe

2024-542

CITY OF SPRINGFIELD AND DISTRICT NO. 9, I.A.M.A.W. (CWLP FIREMAN & OILERS)

TA Summary

1. **Cover Page/Article XXVIII Duration:**
   Three (3) year agreement (10/1/23-9/30/26)

2. **Article II – Recognition**

   Addition of title recognizing FGDS WWTP Operator position.

3. **Article III – Hours of Labor**

   Section 3 - Addition that Utility Operators may be used on any shift in the Building and Ground area at the discretion of the Superintendent.

   Section 7 – Addition of FGDS WWTP position call out addendum and who gets called for overtime.

   Section 9 – Clarification that FGDS WWTP Operators will receive pre-arranged or emergency overtime, when taken off their shift to work with maintenance during unit outages or FGDS WWTP shut down.

4. **Article IV – Holidays – Add Juneteenth Holiday**

5. **Article VI - Wages**

   Section 3 -

   Effective October 1, 2023: 2.25% (for Tier I employees)

   Effective October 1, 2024: 2.5%

   Effective October 1, 2025: 2.5%

   Backpay for employees on the active payroll at the time of the execution of the agreement back to October 1, 2023.

   Section 4 – Clarification that Utility operators will receive their base rate of pay unless they are relieving a FGDS WWTP Operator or are assigned to the Material Handling Area.

   Section 6 – Addition of FGDS WWTP operational relief to the rates of pay for regular relief personnel.

   Section 7 - Meals and Time for Pre-arranged Overtime for Saturday Outages: Effective upon signing-

   " Employees working pre-arranged overtime outside their normal work week, or emergency overtime shall be furnished a meal at intervals of not greater than six (6) hour, commencing with the time they report to work."

   Saturday still counts a 5th day for 5 day outage

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Section 8 - Meal and Hour to Eat It - Status Quo.

Section 11 – Addition that the FGDS WWTP Operator shall receive $.50/hr additional pay for the ammonia system, including the Unit 4 Ammonia vaporizers if hazardous material trained and certified.

Section 12 – New Section – Effective upon signing, when the Utility Operator is scheduled to work the FGDS WWTP Operator position, the Utility Operator working this classification will receive an additional $.50 cents per hour worked.

6. **Article X – Job Descriptions**

   Section 6 – Clarification of duties of the Utility Operator.

   Section 10 – Clarification of duties of the Building and Grounds Utility person.

   Section 12 – Clarification and addition of duties to the FGDS WWTP System Operator.

7. **Article XI – Special Conditions During Unit Outages**

   Section 1 – Adding clarification relating to FGDS WWTP Shutdowns or Unit 4 outages.

   Section 2 – New Section - If the FGDS WWTP is in full recirculation or during outages, management will decide if the position will be filled to cover the use of benefit time requested or any days when regularly assigned operational personnel are absent. This would cover any necessary work within the FGDS WWTP or other maintenance needs as specified in Section 3.

   Section 3 – Clarification of jurisdiction during FGDS WWTP shutdown or when both Unit 4 and the FGDS WWTP is out of service.

8. **Article XII - Material Handling**

   Section 2 - Material Handling Crew Leader

   Expand pay to non-working hours on the second shift effective upon signing.

9. **Article XXII - Commercial Driver's License**- Eliminate Requirement but allow to continue voluntarily

10. **Article XXVII Residency/Moratorium-MOU**

11. **Rates for employees hired on or after October 1, 2011**

    See attached effective upon signing.

12. **Tier I and Tier II classifications and wages** – Eliminate those no longer in existence.

    Rates for employees hired on or after October 1, 2011 – Unfreeze wages and adjust apprentice wage rates as follows:
    Apprentice 1 (60% of Journeyman)
    Apprentice 2 (70% of Journeyman)

Apprentice 3 (80% of Journeyman)
Apprentice 4 (90% of Journeyman)

Rates for employees hired on or after October 1, 2014 – Unfreeze wages and adjust the follow classifications as follows:
Maintenance Crew Leader (Journeyman + $4.00/hr)
Maintenance Crew Leader (Perm Night Shift)(+ $2.00/hr)
Material Handling Crew Leader (Material Handler + $4.00/hr)
Material Handling Crew Leader (Perm Night Shift) (+ $2.00/hr)
Journeyman (Perm Night Shift) (+ $2.00/hr)
Journeyman SMAW (+ $1.00/hr)
Journeyman SMAW & TIG (+ $2.00/hr)

Jurisdiction MOU – Add .63 cents per hour (non-compounding) for current employees for acceptance of temporary jurisdiction effective October 1, 2024 for duration of agreement.

13. **MOU- Staffing for Material Handling**

14. **MOU on Impact Bargaining** - sunset

15. **Remainder of Contract Provisions** - Status Quo except to reflect agreements referenced herein.

2024-542

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/2024

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, EFFECTIVE OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 10/1/2023 - 9/30/2026 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on September 30, 2023 with IAMAW (F&O). This is a new collective bargaining agreement for a three (3) year term, with a 2.25% increase for the first year and a 2.5% increase for the last two years. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Baker, Nikki L. Digitally signed by Baker, Nikki L. Date: 2024.12.03 09:15:34 -06'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____

(Mayor's Signature)

Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.11.27 15:25:49 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

2024-542

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/2024

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, EFFECTIVE OCTOBER 1, 2023 THROUGH SEPTEMBER 30, 2026.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 10/1/2023 - 9/30/2026 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid
☐ Low Bid Meeting Specs
☐ Low Evaluated Bid
☐ Other: _____
☐ Exception: _____
Code Provision: _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on September 30, 2023 with IAMAW (F&O). This is a new collective bargaining agreement for a three (3) year term, with a 2.25% increase for the first year and a 2.5% increase for the last two years. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.12.06 14:24:48 -06'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ Metzger, Ramona M. Digitally signed by Metzger, Ramona M. Date: 2024.11.27 15:25:49 -06'00'

(Mayor's Signature) (Director of OBM)

The information supplied on this form is not confidential information.

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2024-543

AN ORDINANCE AUTHORIZING EXECUTION OF A TENTATIVE COLLECTIVE BARGAINING AGREEMENT WITH THE INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT NO. 9, FROM OCTOBER 1, 2024, THROUGH SEPTEMBER 30, 2028

WHEREAS, the City of Springfield is a home rule unit as defined in Article VII, Section 6(a) of the 1970 Illinois Constitution and has jurisdiction over matters pertaining to its government and affairs; and

WHEREAS, the City of Springfield has been negotiating over the past several months with the International Association of Machinists and Aerospace Workers, District No. 9, regarding a collective bargaining agreement for certain employees of the Office of Public Utilities; and

WHEREAS, the International Association of Machinists and Aerospace Workers, District No. 9, have agreed to terms of a tentative collective bargaining contract effective October 1, 2024, through September 30, 2028, as summarized on attached A; and

WHEREAS, a copy the Agreement shall be on file in the Office of the City Clerk.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SPRINGFIELD, ILLINOIS:

Section 1: That the City Council hereby approves the tentative collective bargaining agreement as summarized on attached Exhibit A with the International Association of Machinists and Aerospace Workers, District No. 9, effective October 1, 2024, through September 30, 2028. The Mayor and City Clerk are hereby authorized to execute said agreement, a copy of which shall be located in the Office of the City Clerk.

Section 2: That this ordinance shall become effective immediately upon its passage and recording by the City Clerk.

PASSED: _____, 2024

RECORDED: _____, 2024

ATTEST: _____
City Clerk Frank J. Lesko

SIGNED: _____, 2024

_____
Mayor Misty Buscher

Approved as to legal sufficiency:

_____ 12/11/24
Office of Corporation Counsel / Date

Requested by: Mayor Misty Buscher

S:\WPDOCS\Ordinances\HR\2024\Agreement\IAMAW Dist 10-1-24 thru 9-30-28 Machinists.doc

2024-543

TENATIVE AGREEMENT (TA) SUMMARY
BETWEEN
DISTRICT NO. 9, I.A.M.A.W.
AND
THE CITY OF SPRINGFIELD
OFFICE OF PUBLIC UTILITIES

1. **ARTICLE IV - HOURS OF LABOR**

   a. **SECTION 1** - Status Quo.

   b. **SECTION 4** – Status Quo.

   c. **SECTION 6** – Added language allowing employees who have been prearranged to work two (2) hours or more prior to their regularly scheduled shift and work up to their regularly scheduled shift to be provided a breakfast meal and allowed an hour to consume the breakfast meal prior to their first break period in their regularly scheduled work day.

2. **ARTICLE VI – WAGES**

   a. **SECTION 2** - Rates of pay for the shift from 7:00 a.m. to 3:30 p.m. shall be as outlined on Appendix A. Employees pay checks shall be issued via direct deposit to an institution of the employee's choosing.

   A wage increase for all classifications as follows:

October 1, 2024	2.25%
October 1, 2025	2.25%
October 1, 2026	2.25%
October 1, 2027	2.25%

*Each year stores employees and Tier II employees, shall receive the following: $0.25 for stores employees (non-compounding) and additional $1.00 for Tier II Machinist classification employees (non-compounding).

   b. **SECTION 3** – Added language, clarifying that "Employees working pre-arranged overtime outside their normal work week . . . shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work."

   c. **SECTION 4** – Increase the meal allowance from $12.00 to $18.00.

   d. **SECTION 5a** - Agreed to modify this section by increasing the tool allowance from $300 to $450 for machinists and from $500 to $600 for apprentice machinists, respectively, agreed to remove receipt language and provide money at the beginning

2024-543

of the contract year, and agreed to allowing employees who retire with ten (10) years or more of employment with the City to keep their City issued toolbox.

e. **SECTION 5f + Appendix B** – Clarifying language that the tool list may be updated as agreed between the Union and Employer. Additionally, expanding the brand of tools that may be purchased to Kobalt, Master Craft, Craftsman or their equivalent.

3. **ARTICLE VII - VACATION AND SICK BENEFITS**

   a. **SECTION 4d** – Change requirement for sick absence requiring a doctor's note from two (2) to three (3) days.

   b. **SECTION 4g** – Change from group incentive to individual employee incentive that if their average number of sick days is three (3) days or less in a contract year, they receive $360 bonus.

   c. **SECTION 5** – Add clarification that the employee bonus day opportunity will not be affected by three (3) doctor appointments in the twelve (12) month rolling period that are four hours or less.

4. **ARTICLE VIII – LEAVES OF ABSENCE** - Add Section 7: Paid Leave for All Workers Act. The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

5. **ARTICLE IX – HOLIDAYS** – Add Juneteenth Holiday.

6. **ARTICLE X - DUTY DISABILITY** –

   a. **SECTION 3** – Added language, regarding the safety incentive, that Employees hired on or after October 1, 2024 shall not be eligible for the safety incentive bonus.

7. **ARTICLE XXIII – RESIDENCY** – Implement current MOU regarding residency.

8. **ARTICLE XXIV - DURATION, AMENDMENT AND TERMINATION** – Four (4) year contract October 1, 2024 through September 30, 2028.

9. **IM SHOP INTEGRATION** – Remove language regarding the IM Shop integration.

10. **APPENDIX A - WAGES**

    Agreed to unfreeze tier 2 wage chart regarding employees hired after October 1, 2012 and implement the wage rate percentages below.

    Tier II Store Attendant Leader: $33.00

    Store Attendant Year 1: 60% of current Tier II store room attendant

Store Attendant Year 2: 70% of current Tier II store room attendant
Store Attendant Year 3: 80% of current Tier II store room attendant
Store Attendant Year 4: 90% of current Tier II store room attendant
Store Attendant Year 5: 95% of current Tier II store room attendant

Machinists Apprentice 1 60% of current Tier II Machinists
Machinists Apprentice 2 70% of current Tier II Machinists
Machinists Apprentice 3 80% of current Tier II Machinists
Machinists Apprentice 4 90% of current Tier II Machinists

Unfreeze all the wages and each classification will receive the annual percentage increase each year thereafter in accordance with the percentage adjustments outlined above. The employees listed above would receive.

Unfreeze wage rates for employees hired on or after October 1, 2015.

Tier II Machinist: $44.75

- As a result of the above equity adjustments all Tier II employees shall receive an increase in their wage rate, but will not receive the 2024 2.25% increase.

LABOR AGREEMENT

BETWEEN

THE CITY OF SPRINGFIELD

OFFICE OF PUBLIC UTILITIES

AND

DISTRICT 9

INTERNATIONAL ASSOCIATION OF MACHINISTS AND

AEROSPACE WORKERS AFL-CIO

October 1, 2024 through September 30, 2028

2024-543

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LABOR AGREEMENT

This is a Labor Agreement reached between the authorized representatives of the CITY OF SPRINGFIELD, ILLINOIS, OFFICE OF PUBLIC UTILITIES, DIVISION OF CITY WATER, LIGHT & POWER and DISTRICT NO. 9 INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, AFL-CIO, representing employees who work at the Generating Stations of the Office of Public Utilities. For convenience, the parties may be referred to hereinafter as "City Water, Light & Power" (CWLP) or "Employer", and the "Local" or "the Union", respectively.

ARTICLE I- GENERAL PURPOSE OF AGREEMENT

SECTION 1. The general purpose of this Agreement is to promote the mutual interests of the City and the Union to provide for the operation of the Utility under the methods which will further to the fullest extent possible the safety and welfare of the employees, economy of operation, elimination of waste, quantity and quality of output, and protection of property.

SECTION 2. It is recognized by the Agreement to be the duty of the City and of the Union to cooperate fully, individually and collectively, for the advancement of said conditions.

SECTION 3. Both parties hereto agree that this Agreement covers all work done by the employees of the different classifications scheduled herein, and that for the purpose of clarification of any clause that may hereafter be in question of interpretation, a statement covering the correct intent of such clause in question shall be agreed upon by both parties and attached hereto and made a part of this Agreement.

ARTICLE II - MANAGEMENT RIGHTS

SECTION 1. Subject to the provisions of this Agreement and Public Act 83-1012, the Employer retains the inherent management authority and is vested with the exclusive right to control its operations, to establish reasonable rules and regulations, to determine its policies, its over-all budget, the manner of exercise of its functions, and the direction of its workforce and to maintain efficiency provided the exercise of such rights by management does not conflict with specific provisions of this Agreement.

ARTICLE III - RECOGNITION

SECTION 1. Only members of the Power Plant Machinist Crew shall perform work under their jurisdiction with the following exceptions: During turbine overhauls, Apprentice Firemen and other operating personnel may be assigned to assist the crew, but shall not exceed one (1) person for every journeyman or acting journeyman on the crew. These apprentice firemen and operating personnel may be used to assist the crew as per current practice.

Bargaining unit employees will not be required to perform asbestos removal within a full enclosure or enclosed area. They will be required to perform asbestos removal or asbestos encapsulation associated with their other work where the glove-bagging method is used.

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ARTICLE IV - HOURS OF LABOR

SECTION 1. Eight (8) hours shall constitute the regular work day reckoned between 7:00 a.m. and 3:30 p.m., Monday through Friday, inclusive, with one-half (1/2) hour intermission for lunch each day between 12:00 noon and 12:30 p.m. Fifteen (15) minute break periods in the morning and afternoon will be allowed with the time of the break at the discretion of the supervisor. These breaks are to be taken in an approved break area in the plant in which the employees are working. Work for the day will terminate at the plant which the employees are regularly assigned and lockers and showers will be provided for their use. Employees working in excess of 10 hours per day will have breaks at the following times:

10 hr - 1 break at 3:00 for 20 minutes
12 hr - breaks at 2:00 and 5:00
16 hr - breaks at 2:00, 5:00 and 8:00

SECTION 2. When an emergency occurs and no Machinists are on duty, the Employer shall notify the crew leader to make the call-in. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable. Consideration will be given to supervisory request for specific individuals who have experience on a given piece of equipment, except when employees are working on a job that continues after their shift. Machinists shall not be called for overtime (unless previously notified) when they are off for any reason (vacation, personal day, sick day, funeral, etc.), except under extreme emergency conditions.

SECTION 3. The Stores Attendant shall be called in during overtime work when it is necessary to furnish the proper tools and/or parts necessary for the work in progress. The Employer shall notify the Stores Attendant Leader to make the call-in. All overtime work shall be equally and impartially divided among all employees doing the same class of work insofar as is practicable, except when employees are working on a job that continues after their shift. Stores Attendants shall not be called for overtime (unless previously notified) when they are off for any reason (vacation, personal day, sick day, funeral, etc.), except under extreme emergency conditions.

SECTION 4. All employees shall be paid at the rate of time and one-half for all overtime not specified otherwise. Also, all employees who have worked more than eight (8) consecutive hours, but less than sixteen (16) hours immediately preceding their regular shift shall receive the time and one-half rate for working their regular shift.

Effective October 1, 2005, with the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay up to a maximum of 88 hours per contract year. Effective October 1, 2015, with the exception of Apprentices, an employee may be granted compensatory time off in lieu of overtime pay up to a maximum of 160 hours per contract year. Such compensatory lime shall be earned, at the discretion of the employee, at the applicable rate. Compensatory hours not used shall be liquidated in cash on September 30 of

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each year at the rate of one (1) hours pay for each one (1) hour compensatory time accumulated. Employees may provide notice by March 1st to have unused compensatory bank liquidated on March 30th.

Compensatory time shall be taken in four hour increments at the beginning of the workday or the beginning of the second half of the work day, subject to the approval of the supervisor. The use of compensatory time of 8 hours or less will only be subject to approval on the day that such time has been requested to be used.

After an employee works sixteen (16) consecutive hours, with intermission for meals, they shall not normally be required to return to work until they have had at least an eight (8) hour rest period. If such employees' normal shift starting time is prior to the end of such eight (8) hour period, they may continue to rest and start their work at the end of the rest period, unless called to start according to the regular schedule by the Employer.

All employees shall be paid at their regular straight time rate for the hours of the above rest period that falls in their regular work shift. All employees shall be available for work during the paid rest period.

After sixteen (16) consecutive hours of work, with intermission for meals included, employees shall be paid double time until released from work, and if called back to work before having eight (8) consecutive hours off duty, employees shall continue to be paid at the double time rate.

An employee who has been called in and is required to work to within eight (8) hours of his regularly scheduled shift may request eight (8) hours of unpaid rest time, any portion of which may fall within his regularly scheduled work shift which next follows said call in. An employee who has been scheduled to work eight (8) or more hours of overtime within eight (8) hours of the end of his regularly scheduled shift may request time off without pay from their regularly scheduled shift to allow them eight (8) hours of rest before returning for the overtime work. The employee's immediate supervisor shall in his discretion grant or deny said request, taking into consideration the time called to work, the number of hours worked and the amount of time available for rest. However, requests will not be unreasonably denied. The use of this unpaid rest time will have no affect on an employee's benefit accrual, but shall result only in the loss of the regular hourly wage for that time not worked.

SECTION 5. All emergency overtime work shall be paid at the double time rate. Emergency overtime work shall be defined as any overtime work employees are asked to perform without having had at least six (6) hours advance notice of such work, except for work during an employee's regular lunch period.

Employees required to work during their normal scheduled lunch period shall be paid at the time and one- half rate during their regular lunch period and will be granted twenty (20) minute paid intermission to eat their lunch as soon after their regular lunch period as work allows. All overtime work in which the employee has received more than six (6) hours advance notice shall be classified as prearranged work, and shall be paid at the time and one-half rate unless

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it is the employee's Sunday.

An employee who has worked more than ten (10) prearranged overtime hours during any one (1) day shall be paid at the double time rate for the time worked in excess of ten (10) hours.

Notification of prearranged work shall be given as far in advance as possible. If for any reason the Employer calls an employee and cancels prearranged work during the six (6) hours immediately preceding the time scheduled for such work to commence, two (2) hours of straight time pay shall be paid the employee. This will not apply if the employee is called in for an emergency during this ten (10) hour period.

SECTION 6. A minimum of four (4) hours pay at the straight time rate (2-2/3 hours at time and one-half) shall be allowed all employees who report for duty for prearranged overtime on any day except the employee's Sunday. A minimum of six (6) hours pay at the straight time rate (three (3) hours at double time) shall be allowed all employees when called to work for an emergency or on the employee's Sunday. Should an emergency occur when an employee is on the job working on prearranged overtime or has been called in on emergency overtime, the employee will perform any work needed to correct the emergency, along with the original work the employee was scheduled or called in to do at the time and one-half or double time rate. This additional work will not constitute a second call out, but when an employee commences work on the second emergency, he shall be deemed to be working in his fourth (4th) hour. Overtime work for which the employee has received more than six (6) hours notice shall be classified as prearranged work.

Employees who have been prearranged to work two (2) hours or more prior to their regularly scheduled shift and work up to their regularly scheduled shift shall be provided a breakfast meal and allowed an hour in which to consume the breakfast meal prior to their first break period in their regularly scheduled work day.

SECTION 7. The Employer and the Union agree that the following policy will prevail with regard to climbing the smoke stacks at the V.Y. Dallman and/or Lakeside Power Plants: City Water, Light & Power shall provide safety belts that are specifically designed for this type work. The employees who climb the stack will be required to use these belts. Only employees who volunteer to climb the smoke stack will be assigned duties that will require such climbing. If no volunteers are available, the Employer may contract this work. The Employer will pay double time to the person or persons who climb the stack for the time in which they are actually in the air. The double time rate of pay shall not apply to work performed on the bypass damper, duct work and associated equipment on Unit 33.

The Employer will provide the proper safety equipment including breathing apparatus for employees working on the crusher house or with asbestos or asbestos fibers.

Additional precautions will be taken to assure that the crusher house has been made safe prior to work being performed. In the event of a dispute concerning the safety conditions in the crusher house, the Supervisor of Safety shall be called to make a determination as to the work site condition. Determination of the Supervisor of Safety shall require the employees to

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perform the work or delay the work until the conditions have been made safe to the satisfaction of the Supervisor of Safety.

SECTION 8. Temporary Shift Work. This section encompasses all the provisions and conditions relating to the temporary shift work program of the employer. Items addressed in this section and found in other provisions of the Agreement shall be controlled by this section in regards to temporary shift employees.

During emergencies and scheduled outages, temporary work shifts may be established. These temporary shifts established shall be base eight (8) hour shifts. These shifts will not be established for a period of less than five (5) consecutive working days in duration and no individual will be required to work a temporary shift for more than twelve (12) weeks per contract year. Employees shall be given a minimum of twenty-four (24) hours notice in the case of emergencies and a minimum of five (5) working days notice in the case of turbine overhauls and scheduled outages. If the work for which the temporary shift was established is completed in less than the required five (5) day period, by mutual agreement of both parties, the temporary shift may be ended.

In the case of immediate implementation of the emergency temporary shift, the employee(s) can be sent home that day with pay and report later to the assigned temporary shift at the appropriate overtime rate. The employee will continue to receive the appropriate overtime rate for hours worked until the twenty-four (24) hour period has lapsed. The employee would not receive his/her regular shift pay for any other days except for the initial implementation day where they had previously reported to work.

When working temporary shifts, employees will be required to carry their lunch and will be allowed a twenty (20) minute paid meal break approximately midway through the scheduled shift.

Assignment to a temporary shift will be done by seeking volunteers from the journeyman and apprentice classifications with crew seniority prevailing in selection. If insufficient volunteers are available, the Employer will assign from personnel within the classification needed in inverse crew seniority order.

Employees working a temporary shift shall be compensated at their regular hourly rate plus a ten (10) percent shift differential for the first eight (8) hours of the shift. If scheduled all hours of work in excess of eight (8) hours up to twelve (12) hours shall be paid at the time and one half rate. Any work over twelve (12) hours shall be paid at the double time rate. If unscheduled all work over eight (8) hours shall be paid at the double time rate.

SECTION 9. Employees who become members of the bargaining unit on or after October 1, 1983, shall be subject to assignment to a permanent second shift at some point in the future at the City's discretion. Assignment to a permanent second shift, if initiated, will be done by seeking volunteers from the journeyman and apprentice classifications with crew seniority prevailing in selection. If insufficient volunteers are available, the employer will assign from personnel within the classification needed in inverse crew seniority order.

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ARTICLE V - SENIORITY

SECTION 1. The right to employ, discharge and promote employees in accordance with the provisions of this Agreement shall be vested in the Employer. After one (1) year of continuous employment, crew seniority shall be recognized for promotion within the crew, ability and qualifications being sufficient. Continuous service shall be based upon the employees last date of hire into the bargaining unit. The Employer agrees to furnish a list of employees and seniority rights upon request.

SECTION 2a. The employer will furnish seven (7) uniforms and five (5) coveralls (or eleven (11) uniforms at the individual employee's option) to all employees. At the expiration of the lease-maintenance agreement, the employees shall designate their choice (i.e. 7 and 5 or 11). Employees shall wear the uniforms issued. Should the employer choose an alternate supplier for uniforms, the number and option on uniforms and coveralls shall not be reduced.

The employer will furnish gloves and Arctic Brand style or standard style insulated coveralls or coat and bibs for outside work on an as-needed basis. Employees will be expected to take due care in the use of these items. These items will be replaced on an as-needed basis only upon return of the damaged or worn-out items and only if CWLP agrees upon the need for replacement.

SECTION 2b. The Employer shall furnish all employees covered by this Agreement with safety shoes, safety glasses and other safety clothing and equipment required for the protection of employees. Employees shall take due care in the use of safety equipment and shall wear the same in accordance with applicable rules and regulations. Safety equipment will be replaced on an as-needed basis.

Safety shoes and safety glasses shall be replaced only upon return of the damaged or worn out items and only if the Employer agrees on the need for replacement. Employees shall be provided safety boots on an as-needed basis. When safety shoes are replaced the employee will be allowed to keep the worn out pair of safety shoes once they have been properly marked by the Employer.

The Employer will take all reasonable steps for the safety of all employees. Employees shall abide by all reasonable safety rules and regulations as may be set forth in CWLP's safety policy. Failure to do so, except as authorized by law (§1620, Ch. 48, Ill. Reg. Stat.) shall constitute cause for progressive and corrective discipline, but shall not limit the liability of the Employer as established by law concerning compensation for work related injuries. The foregoing creates rights in the Union and does not create private rights to civil causes of action.

SECTION 3. Not later than five (5) working days after a vacancy occurs in either the Machinist Crew or the Storeroom Crew, the opening shall be posted for five (5) normal working days by the Employer and all qualified employees governed by the Agreement shall be permitted to bid on same. Within five (5) normal working days after bids have been submitted, the name of the successful bidder shall be posted on the bulletin board and that

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person shall be notified in writing. If there is a transfer between crews, thirty (30) working days shall be considered a break-in period with reservation that anytime during, up to and including the thirtieth (30) day, the employee has the right to return to his former capacity. If it is a promotion within one crew, there shall be a sixty (60) working day probationary period during which time the employee may return to his former position or the Employer may return the employee to his former position with just cause.

After thirty (30) days the employee shall forfeit his seniority for promotion with his former crew and will build up seniority in the new crew, starting from the first day with the new crew. The senior employee will be given preference, if that employee's qualifications are sufficient.

SECTION 4. Any employee placed by the Employer in a position covered by the City Personnel Code and Civil Service Commission but not covered under this Agreement shall have their seniority frozen at the date of appointment.

Employees returning from a Management position shall be paid at the current rate of their last held classification under this agreement and shall be assigned such duties as are mutually acceptable to both parties of this Agreement.

ARTICLE VI - WAGES

SECTION 1. The wage schedule covered by this Agreement shall be in effect for the period of this Agreement and shall remain in effect from year to year unless terminated on any anniversary date by either party by giving not less than sixty (60) days written notice by certified mail.

SECTION 2. Rates of pay for the shift from 7:00 a.m. to 3:30 p.m. shall be as outlined on Appendix A. Employees pay checks shall be issued via direct deposit to an institution of the employee's choosing.

A wage increase for all classifications as follows:

October 1, 2024	2.25%
October 1, 2025	2.25%
October 1, 2026	2.25%
October 1, 2027	2.25%

*Each year stores employees and Tier II employees, shall receive the following: $0.25 for stores employees (non-compounding) and additional $1.00 for Tier II Machinist classification employees (non-compounding).

SECTION 3. Employees required to work after their regular quitting time or are called back to work within two (2) hours of their regular quitting time shall be furnished a meal at the Employer's expense if they are required to work up to 4:30 p.m. Unless there is an emergency which endangers human health, this meal shall be furnished no later than 9:00 p.m. This does not preclude employees from working past 9:00 p.m. to finish a job if the employees are

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willing to do so but in no case shall they work past 10:00 p.m. before the meal is provided. Additional meals shall be provided for such employees by the Employer at intervals of not more than six (6) hours thereafter while they continue to work.

Employees working pre-arranged overtime outside their normal work week or emergency overtime shall be furnished a meal at intervals of not greater than six (6) hours, commencing with the time they report for work.

If an employee is due a meal at the Employer's expense at the time he is released from work and is not being required to return to work after said meal period, the employee will be paid the allotted meal allowance and allowed an hour in which to consume a meal prior to his return home. Employees prearranged with more than ten (10) hours notice for two (2) hours overtime immediately following the employee's regular or temporary shift, for a minimum of five (5) consecutive working days, (which may include Saturdays), will be paid the allotted meal allowance but will not be allowed an hour in which to consume a meal prior to his return home. "Consecutive working days" in this paragraph shall not be deemed to be interrupted by weekends and approved leaves.

SECTION 4. A nontaxable allowance of $18.00 per meal will be granted for all meals earned. A maximum of one hour shall be sufficient in which to receive a meal and meals shall not include any alcoholic beverages if employee(s) are returning to work. When employee(s) are returning to work, meals shall be purchased in the area of town in which the employees are working.

Employees who are called to work one hour or less prior to the regular starting time shall be paid the double time rate for work until their regular starting time. If called more than one (1) hour prior to their regular starting time, they shall receive the rate of a regular call. If required to work up until their regular starting time or if released from work within one (1) hour of their regular starting time, they shall be furnished a meal.

SECTION 5a. The parties have agreed to a standard list of tools for the Machinist classifications to perform their work. Such lists are attached hereto and made a part hereof as Appendix B. Employees within these classifications shall be responsible for providing all tools on these lists. Apprentices to these classifications must provide these tools by the end of their first year of apprenticeship. The Employer will provide each employee with tool boxes the Employer will reimburse each employee up to $450.00 each contract year for the purpose of maintaining or replacing of the tools listed in Appendix B. The employer shall provide the money upfront for tools to be purchased each contract year. Effective October 1, 2015, the employer will provide apprentices with a payment of $600.00 each contract year for the purpose of maintenance of replacement of tools. Effective October 1, 2015, employees who retire with ten (10) or more years of employment with the City shall be able to keep their City issued tool box at retirement.

SECTION 5b. Employees who desire to bring their own supplemental or specialty tools to the work place shall bear the sole responsibility for these tools in the event they are lost, stolen or broken, unless the supervisor in charge approves the specific tools as being needed for the

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work and the Employer's Tool Committee verifies this supervisory approval. Once a tool has been approved as needed, it will be added to the employee's personal inventory list and it becomes the employee's responsibility to assure that this tool is available for work when needed.

SECTION 5c. Employees shall have the responsibility to take due care of their tools and to assure that all tools on the basic tool lists are available for work at all times. The Employer and each individual Machinist will inventory each employee's tool box on an annual basis. At this inventory the employee will be responsible for having all tools on the basic tool list as well as any supplemental tools which have been approved by the Tool Committee. If not present at the time of this inventory, the employee will have one (1) week in which to replace that tool or to show verification that the tool has been ordered. If the missing tool is on the supplemental tool list, the employee will have one (1) week to replace the tool or will be allowed to remove that supplemental tool from the individual's tool inventory.

SECTION 5d. The Employer will provide fire and theft insurance for Machinists tools with a $225.00 deductible per incident. Tools covered by this insurance will be tools on the basic tool list plus any supplemental tools on the individual's personal tool inventory.

SECTION 5e. Employees will be required to notify their supervisor in writing when any basic or approved supplemental tools are taken off the property for the employee's personal use and again when they are returned to the property.

SECTION 5f. The lists of standard tools in Appendix B of this Agreement may be updated from time to time by mutual agreement between the Union and the Employer. If a new tool is required by the Employer and agreed to by the Union, the Employer will provide said tool. The Employer shall provide tools and/or parts manufactured by Kobalt, Master Craft, Craftsman or their equivalent. The tool will then be added to the basic tool set and will be the responsibility of the employee to replace and maintain.

SECTION 6. Effective October 1, 2009, employees with 15 or more years of service in the bargaining unit, will receive an additional $.50 per hour added to his/her base hourly wage. Effective October 1, 2009, employees with 25 or more years of service in the bargaining unit, will receive an additional $.50 per hour for a total of $1.00 added to his/her base hourly wage.

ARTICLE VII - VACATION AND SICK BENEFITS

SECTION 1. Employees will be granted vacation time with pay according to the number of years of continuous service they have with the City of Springfield on their anniversary date.

Vacation leave per year with pay will accrue on an equivalent monthly basis according to the following Schedule:

Years of Service	Days/Yr.	Days/Mo.

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1 through 7 years	10 days	0.83
8 through 11 years	15 days	1.25
12 through 13 years	16 days	1.33
14 through 15 years	17 days	1.42
16 through 17 years	18 days	1.50
18 through 19 years	19 days	1.58
20 through 21 years	20 days	1.67
22 through 23 years	21 days	1.75
24 through 25 years	22 days	1.83
26 through 27 years	23 days	1.92
28 through 29 years	24 days	2.00
30 or more years	25 days	2.08

Effective October 1, 2001, six months following initial employment new employees may use accrued vacation time.

Effective March 1, 2002, vacation earned in one year must be taken by the end of the next succeeding year or be lost. For the purpose of this provision, a year shall be measured from the initial employment date.

The revised method of accrual specified herein shall be effective March 1, 1988. The employees' vacation accrued under this method shall then be available for scheduling effective March 1, 1989. After March 1, 1989, claims to vacation accruals based upon contracts preceding this contract shall not form the basis of any grievance by a current bargaining unit employee, and such claims on behalf of current bargaining unit employees are hereby waived.

SECTION 2. Vacation shall be taken on consecutive days of no less than five (5) day periods unless the Employer approves a different division of vacation time. Employees must take their vacation in not more than two (2) periods, preferably in one (1). Vacation time shall be

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established by March 1st for seniority to prevail. Seniority is determined by the number of years of continuous service with City Water, Light & Power. Management shall assign vacation time to those not requesting certain dates during open periods. Plant operation shall not be jeopardized by allowing too many to go on vacation at one time.

Employees entitled to more than ten (10) days vacation time may elect to work the additional days at the straight time rate of pay, plus his vacation pay. His decision to work must be indicated on his vacation slip by March 1st.

If the Employer calls an employee back to work in an emergency during his vacation, he shall be paid at the double time rate, and shall either be paid his vacation pay or have his vacation time used during the emergency reinstated.

SECTION 3. An employee leaving the service of City Water, Light and Power shall be paid for all unused monthly accrued vacation at the employee's then current rate designated by Appendix A.

SECTION 4. Sick benefits will be paid all hourly paid employees after one (1) year of service according to the schedule in Appendix A, as follows:

SECTION 4a. Sick benefits will be paid to employees after six (6) months service as follows: Each employee covered by this contract shall accumulate sick leave at the rate of one (1) work day with 100% of pay per month including prior service up to a maximum of 300 days sick leave. Employees shall be compensated in cash at a ratio of five (5) days pay for each twelve (12) days accrued unused sick leave for a maximum of ninety (90) days of this accrued unused sick leave when they are permanently separated from employment as a result of retirement or death. Employees hired on or after October 1, 2012, shall not be paid for any accumulated sick leave upon retirement, but would qualify upon death while employed at the City.

SECTION 4b. It shall be the responsibility of the employee to see that his supervisor is notified of his illness and his inability to work prior to the time his shift is to begin. If the employee is absent for one-half day or more or uses sick time for doctor or dentist appointments, he shall sign an ordinary disability report verifying his illness.

SECTION 4c. Sick time may be used for illness, disability or injury to the employee, appointments with a doctor, dentist or other professional medical practitioner, quarantine and for serious illness or disability in the employee's immediate family which requires the employee's personal care and attention. Employees shall make every effort to schedule nonemergency medical examinations outside of normal working hours. If this is impractical, the employee shall be allowed to use sick leave in increments of no less than one (1) hour for such medical examinations provided he informs the supervisor of such examination as far in advance as possible and provides verification of the doctor or dentist appointment. Verification of sick leave other than medical examinations shall be made pursuant to subsections B & D of this agreement.

SECTION 4d. If the employee shall be absent on sick leave for three (3) days or more, he

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shall furnish a doctor's certificate verifying his illness. When a person has used thirty (30) days sick leave time to which he is entitled under this Contract, all benefits under the IMRF shall be available to him, or he may use the balance of accrued sick leave time.

SECTION 4e. Bargaining unit employees and dependents will be provided the same group life and health insurance as all other City employees at the same premium levels. Life insurance shall be for the employee only. In addition, pursuant to Chapter 108 Y2 of the Illinois Revised Statues, upon completion of one year of service, the employee shall be entitled to death benefits in an amount equal to their annual wage at the straight time rate.

SECTION 4f. CWLP will administer a disciplinary procedure based on number of instances and not number of days taken. An instance could be as little as one (1) hour sick time or any unlimited amount of sick time. An instance also could be considered several separate instances related to the same illness or treatment. However, an employee may utilize up to three (3) doctor's appointments in a twelve (12) month rolling period that is four hours or less that will not be counted as an incident under this policy, as long as notification is forty-eight (48) hours in advance or by the end of the prior business day, whichever is greater, and the employee works or returns to work the remainder of his shift. The employee must present a doctor's note covering the absence within one (1) business day. It is recognized that circumstances may warrant lesser or greater disciplinary action and this does not eliminate the Employer's ability to administer progressive disciplinary action where warranted.

- 6 instances - verbal warning
- 7 instances - written warning
- 8 instances - 1day suspension
- 9 instances - 5 day suspension
- 10 or more instances - greater than 5 suspension or more severe disciplinary action as warranted.

SECTION 4g. If the average number of sick days taken by a single employee who is covered under this contract is 3 days or less during any contract year, employees using 3 sick days or less will receive a $360 bonus at the end of the corresponding contract year. Illnesses of ten (10) consecutive days or more shall be considered as one (1) day for the purpose of calculating averages, however; the employee taking ten (10) consecutive or more sick days shall be ineligible for the bonus.

SECTION 4h. After accumulating 32 days of sick leave, employees upon written request may exchange sick days for vacation days at a rate of two sick days for one vacation day. Each vacation day so earned must be used as a vacation day within the vacation year of the exchange or be forfeited. The number of sick days exchanged per vacation year shall not exceed 10 days and at no time shall the number of days of accumulated sick leave be so reduced to less than 30 days. No payment shall be made for vacation days acquired hereunder if not used within the vacation year.

SECTION 5. Employees who have accrued thirty (30) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract

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year shall be granted two (2) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued sixty (60) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract year shall be granted three (3) days leave with pay between October 1st and September 30th of the succeeding contract year. Employees who have accrued ninety (90) days sick leave prior to a contract year and do not use over one day sick leave or are not absent without pay during an ensuing contract year shall be granted five (5) days leave with pay between October 1st and September 30th of the succeeding contract year. The employee bonus day opportunity will also not be affected by these three (3) doctor appointments in the twelve (12) month rolling period that are four (4) hours or less, up to a combined total of twelve (12) hours within a twelve (12) month period.

Employees shall be granted three (3) personal days per year that may be taken at the employee's discretion. New employees must be on the payroll at least ninety (90) days before being eligible for one (1) personal day; one hundred eighty (180) days for two personal days; and two hundred seventy (270) days for three (3) personal days. Employees must give notice to the Employer at least twenty-four (24) hours in advance of the shift he desires to use as his personal day, unless the personal day is used in lieu of sick leave. Effective October 1, 2012 sick days covered under FMLA shall be considered when determining eligibility for bonus days.

Only one (1) employee per crew can be off on a personal day for any one (1) day. However, the Superintendent in charge, at his discretion, can allow more than one (1) employee off if, in his opinion, it will not disrupt operations or require overtime to be paid. Personal days will be scheduled in the order requested. Personal days granted above that are not used during the contract year shall be scheduled prior to the end of the contact year and used within the first three (3) months of the succeeding contract year.

ARTICLE VIII - LEAVES OF ABSENCE

SECTION 1. General Leave. The Employer may grant regular employees leaves of absence without pay for a period not to exceed three (3) calendar months in any twelve (12) month period for purposes that are deemed beneficial to City service. Such leave may be extended for good cause by the Employer for an additional period not to exceed three (3) calendar months.

Upon return from a general leave of three (3) months or less, the employee may return to a position equivalent to the one held prior to taking the leave. If the employee returns to work after a leave exceeding three (3) months and there is no equivalent position, the employee will be laid off in accordance with the procedures found in the Layoff/Recall Article.

An employee who fails to provide a reasonable excuse and notice to the Employer and fails to return to work at the time specified in his request for leave shall be considered to have abandoned his. position and shall be terminated.

An employee may use accumulated vacation or personal days before being placed on an unpaid

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general leave.

An employee on an unpaid leave of absence in excess of thirty (30) days shall not earn vacation or sick leave.

SECTION 2. Military Leave. Military leave shall be granted in accordance with applicable law. An employee who is a member of the National Guard or of a reserve unit of the Armed Forces of the United States will be granted leave for training sessions not to exceed fourteen (14) calendar days provided that notice is given not less than thirty (30) days before the first day of absence. During annual training, the employee shall be paid his regular base salary upon receipt of the entire sum paid by the military unit.

Any employee of the City who shall be called, or enlists in the armed services shall be reinstated to his former position, including all of his seniority rights, provided he is then physically qualified to return to work. It is understood that in case of return of such employees, other employees will consent to such demotions or any other action necessary for the reemployment of such returned servicemen.

SECTION 3. Medical Leave. Regular employees who have utilized twenty (20) sick days or have exhausted all sick leave and are unable to report to or back to work because of the start of or continuance of their sickness or injury, including pregnancy related disability, may be granted an unpaid disability leave. This Section in no way affects IMRF eligibility or IMRF benefits. Such leave will not be granted for a period in excess of three (3) months but may be extended upon written request of the employee for an additional period of up to three (3) months, at the Employer's discretion. Additional three (3) month extensions may be granted by the Employer if a physician certifies that the leave is a bonafide medical emergency or illness. The Employer may require an independent medical examination before approving the final leave extension. Prior to requesting said leave, the employee shall inform the Employer in writing about the nature of the disability and length of time needed for leave. The request for said leave shall be accompanied by a written statement from the attending physician that includes the diagnosis, prognosis and expected duration of the disability. If the Employer has reason to believe the employee is able to perform his regular assigned duties and the employee's physician certifies him as being able or unable to report back to work, the Employer may rely upon the decision of an impartial physician of its choosing as to the employee's ability to return to work. Such examination shall be paid for by the Employer. During said leave, the disabled employee shall provide written verification by a licensed physician at the Employer's request. Such verification shall show the diagnosis, prognosis and expected duration of the disability; such verification shall be made no less often than every thirty (30) days during a period of disability. Such leave cannot be arbitrarily or capriciously denied.

SECTION 3a. Members of the bargaining unit shall be granted leave pursuant to the Family and Medical Leave Act and consistent with the policies and procedures of the City's Office of Budget and Management.

SECTION 4. Jury Duty. An employee who loses time from work during his regularly

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scheduled hours because of jury duty shall be paid his regular rate of pay for such time lost upon receipt of the entire sum paid for jury service, which payment the employee shall submit to the City. In order to be eligible for such payment, the employee must submit a certificate of service duly signed by the Court Clerk. However, an employee may elect to fulfill such jury service on accrued vacation or personal leave and retain the full amount received for such jury service. An employee released from jury duty two or more hours from the end of his regularly scheduled shift shall return to work upon said release.

Employees shall be paid their regular rate of pay when they attend court in their official capacity. Employees who receive a subpoena to appear in court as a plaintiff, defendant or witness shall be granted a leave of absence without pay; however, an employee may elect to fulfill such responsibilities on accrued vacation or personal leave.

If an employee requests, he will be assigned the day shift for the duration of his jury duty. Subject to the approval of the supervisor the employee may voluntarily trade shifts with another qualified employee working the day shift. If unable to trade shifts an appropriately qualified relief man will be appointed to fill the individuals shift. If no relief man is available management will assign a qualified employee from the day shift for exchange of shifts using inverse seniority.

SECTION 5. Funeral Leave. Employees shall be granted a maximum of three (3) working days leave of absence at the regular rate of pay if a death occurs to one of the following: spouse, children, step children, mother, father, sister, brother, step mother, step father, step brother, step sister, grandparents, grandchildren, son or daughter-in-law, brother or sister-in-law, mother or father-in-law, legal guardian or other relatives that are members of the employee's household at the time of death.

Pay shall be granted only for employee's regular work days spent in making funeral arrangements, attending the funeral, and traveling to and from the funeral. Employees must notify the Job Steward and Superintendent in charge before leave is taken. Upon returning to work the employee shall sign a statement attesting to the time and place of the funeral he attended and the relationship to him of the deceased.

Employees attending a funeral as specified in the preceding paragraphs or any day which falls on any scheduled benefit time excluding sick time shall not be charged benefit time for that day.

In addition, up to two (2) sick days may be used to supplement a funeral leave provided that any funeral leave shall not exceed five (5) consecutive working days per occurrence. The use of such sick leave in conjunction with funeral leave shall not be taken into consideration for purposes of determining the number of sick days (instances) used per year or eligibility for the sick leave bonus.

SECTION 6. Union Leave/Business. Any employee of the City who may be elected to or appointed to office in the Local Union that will require him to absent himself from duty to the Employer shall upon leaving that office be reinstated to his former position, including all his

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seniority rights, providing that he is then physically qualified to return to work. It is understood that in case of return of such an employee, other employees will consent to such demotions as are necessary to make room for him. Seniority rights shall continue if an employee is elected or appointed to a Union Office in the Local Union.

The Union representatives shall be granted reasonable release time off from duty at the straight time rate to investigate and process grievances.

Local Union representatives shall be allowed time off without pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions, provided such representatives shall give reasonable notice to their supervisor of such absence and it does not affect the operating needs of the utility. Union representatives shall be allowed reasonable time off without pay for preparation for contract negotiations. Union Representatives shall be allowed time off with pay at the straight time rate during regular working hours for contract negotiating sessions with the employer. A maximum number of three (3) employees will be released from duty with pay at any one time for the purpose of contract negotiations. The employee may utilize any accumulated time (compensatory time, personal, vacation days) in lieu of taking such leave without pay.

Such time off shall not be detrimental in any way to the employee's record, or affect the employee's sick time bonus.

SECTION 7. Paid Leave for All Workers Act. The Union and employees covered by the Agreement explicitly waive the provisions of the Paid Leave for All Workers Act, 820 ILCS 192/15(n).

ARTICLE IX - HOLIDAYS

Employees working on holidays shall be paid at the rate of eight (8) hours straight time for the holiday, plus the rate of double time for the actual hours worked. Employees who do not work on holidays shall receive the rate of straight time for that day. Holidays shall include: New Year's Day, Martin Luther King's Birthday (third Monday in January). Lincoln's Birthday, Good Friday, (Easter Sunday shall be treated as a paid holiday, similar to the above days for the employees who are regularly assigned shift work), Memorial Day, Juneteenth, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas. Employees who are regularly assigned to work shifts will observe all holidays on the day on which they fall. Other employees will observe all holidays on the day on which they fall or are legally celebrated. It is also agreed that should a holiday fall on a Saturday, the preceding Friday shall be celebrated by all employees who do not work Saturday, except as otherwise noted in this Agreement. When Christmas falls on Saturday, Thursday and Friday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Sunday, Friday and Monday will be celebrated as Christmas Eve and Christmas. When Christmas falls on a Monday, Monday and Tuesday will be celebrated as Christmas Eve and Christmas. A holiday schedule will be posted each calendar year. Any employee shall forfeit his right to a holiday with pay if absent the work day preceding the holiday or on the work day following the holiday, unless the employee is off utilizing prescheduled days off on a leave either before

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or after the holiday approved by the supervisor or exigent circumstances exist.

On Labor Day no line or construction work shall be prearranged except as may be necessary to prevent danger to life or damage to property.

ARTICLE X - DUTY DISABILITY

SECTION 1. Any employee who is disabled for work as a result of illness or injury arising out of and in the course of his employment, which is compensable under the Illinois Workers' Compensation or Occupational Diseases Acts, shall be compensated as provided in the applicable Act, as it may from time to time be amended. It is understood these acts cannot be amended by the Springfield City Council. Effective upon ratification of this agreement, employees shall not accrue benefit time while off on workers' compensation for sixty (60) days or more unless specifically awarded pursuant to the Workers' Compensation Act, award or settlement. This provision does not apply for any employee on workers' compensation leave at the time of the signing of the 2015 agreement.

SECTION 2. The employee will receive full time for the day of injury.

SECTION 3. Safety Incentive. Effective 10/1/08 all employees covered under this agreement who work safely in accordance with all safety rules, have no lost time accidents or OSHA recordable injury in a contract year, shall receive a safety incentive on September 30th through the duration of the agreement. Effective 10/1/24 employees hired on or after 10/1/24, shall not be eligible to receive the incentive outlined below. The incentive shall be administered as follows:

Years	Incentive
1-4	$250
5	$750
6-9	$350
10	$1350
11-14	$450
15	$1950
16-19	$550
20	$2550
21-24	$650
25	$3150
26-29	$750
30	$3900

Years refer to the number of years of safe work in succession. The incentive is capped at 30 years. Employees who are disciplined for violation of a safety rule but who work without a no lost time accident or OSHA recordable injury will receive 50% of the incentives. Years prior to 10/1/08 do not count for purposes of determining the incentive.

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ARTICLE XI - JOB DESCRIPTIONS

SECTION 1. The Employer agrees to create and maintain Crew Leader positions according to the following: A Crew Leader will be responsible as lead worker for a maximum of eight (8) bargaining unit employees, no more than five (5) of whom may be Machinists, or Stores Attendants.

SECTION 2. DUTIES OF MAINTENANCE MACHINIST CREW LEADER

a. Serve as lead worker of all employees assigned to the Maintenance Machinist crew. Such work shall include assisting the supervisor in assigning work to the crew and maintaining the necessary maintenance records in the area. Shall have the authority and responsibility to see that equipment assigned to him is used properly and that the work assigned to him is performed in an efficient and workmanlike manner.

b. Instruct and assist in training all employees assigned to the crew.

c. The Maintenance Machinist Crew Leader shall spend the predominate amount of his work time doing Machinist duties in a hands on capacity.

d. Where the duties of the Maintenance Machinist Crew Leaders overlap, the senior Maintenance Machinist Crew Leader shall have the authority to make decisions in the absence of the Maintenance Supervisor or his designee.

SECTION 3. DUTIES OF STORES ATTENDANT LEADER

a. The Stores Attendant Leader shall perform all work assigned to him by the Supervisor of Stores and serve as lead worker over Stores Attendants assigned to him. Shall have the authority and responsibility to see that equipment assigned to him is used properly and that the work assigned to him is performed in an efficient and workmanlike manner.

SECTION 4. DUTIES OF MACHINIST

a. Properly and efficiently perform all assignments.

b. Record maintenance histories as directed.

c. Assist in training all designated employees.

SECTION 5. DUTIES OF STORES ATTENDANT

a. The Stores Attendant shall keep all tools in good condition and shall require all employees who use these tools to sign for them. Receive, verify and record shipments of parts, material, etc., as required.

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b. Keep proper, up-to-date records of all tools, parts and material removed from the store facilities.

c. Loading and unloading trucks, operate fork truck to move materials; inventory control and physical inventory yearly, and all other duties at the discretion of the Supervisor of Stores.

SECTION 6. DUTIES OF APPRENTICE MACHINIST

a. The duties of Apprentice Machinist will be to work under the guidance of the designated supervisor, Crew Leader, Machinist.

b. There shall be a six (6) month probationary period after which the apprentices will advance as per the Standards of the Apprenticeship and Training Agreement between the parties.

c. After completing 8,000 hours of service as an Apprentice, and after completing all assigned training, the employee's classification will be changed to that of Machinist, and he will be paid at the applicable rate of pay.

SECTION 7. Unit 4 operators will have the ability to clean strainers, screens and tighten packing on valves and pumps as necessary on normal rounds.

SECTION 8. The Union acknowledges the Employer's right to assign forklift operations to qualified employees of the Utility who are members of any bargaining unit except for the stores duties provided in Article XI, Section 7d. It is not the Employer's intention to assign management employees to forklift operation except in emergencies.

SECTION 9. DUTIES OF MASTER MACHINIST

a. Under direction from and oversight by the Superintendent, the Master Machinist effects machine work design and technical fabrication tasks for vehicles, equipment and other fixtures per the below:

b. Perform all machine and technical fabrication operations for vehicles, equipment, and fixtures.

c. Fabricate components and fixtures from engineered drawings and prints.

d. Operate and maintain shop welding cutting equipment including - GMAW, GTAW, SMAW, PLASMA, and FCAW.

e. Operate and maintain all lathes, tools, mills, presses, drill presses, shears, and measuring devices associated with "machine shop" operations.

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f. Maintain work orders and other related documentation as required.

g. Document and maintain all procurement information and track all parts and material associated with procedures of the Machine Shop.

h. Oversee Machine Shop equipment to assure proper use of machine shop tools

ARTICLE XII - GRIEVANCE PROCEDURE

SECTION 1. CWLP agrees to meet with the duly accredited officers of the Local Union and/or its designees as outlined in this Section to resolve differences that may arise between the Employer and the Local Union.

A grievance for purposes of this Agreement shall be defined to mean a complaint or dispute between the parties as to issues relating to wages, hours, terms, conditions of employment, established procedures of the parties, and the meaning, interpretation or application of this Agreement to those issues.

The following steps shall be followed in processing a grievance under this procedure:

Step 1. The steward on a job in case of a grievance shall take the matter up with the immediate supervisor of the Department in which the person is employed within fifteen (15) working days of the time the union and/or the employee concerned became aware of or should have become aware of the occurrence of the event giving rise to the alleged grievance.

Step 2. If the grievance is not resolved satisfactorily within five (5) working days after timely submission in Step 1, the grievance shall be submitted in writing to the Superintendent of the work area by the Local Union

Step 3. If the grievance is not resolved satisfactorily within five (5) working days after submission in Step 2, the grievance shall be submitted in writing within five (5) working days to the General Superintendent of the Department by the Local Union.

Step 4. If the grievance is not resolved satisfactorily within five working (5) days after submission to Step 3, the Local Union shall submit the grievance in writing within five (5) working days to the General Manager or his designee.

Step 5. If the grievance is not resolved satisfactorily at Step 4 within ten (10) working days after submission, then either party may submit the matter to arbitration according to the procedures set forth in Article XIII. Such an appeal must be filed within twenty (20) working days after receipt of the decision of the General Manager or within twenty (20) working days after such decision was due.

A grievance which is not processed within the requisite time limits shall be deemed to be accepted according to the Employer's last grievance response. Grievances may be withdrawn

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at any step of the grievance procedure.

The time limits at any step may be extended by written mutual agreement of the parties.

SECTION 2. Nothing in this Agreement prevents an employee from presenting a grievance to the Employer and having the grievance heard and settled without the intervention of the Union; provided that the Union shall be afforded the opportunity to be present at such conference and that any settlement made shall not be inconsistent with the terms of the agreement in effect between the Employer and the Union.

The Employer must notify the Union of the dates and times of all meetings concerning such grievance.

If the Union contends that a settlement of such grievance is inconsistent with the contract or established procedures of the parties, the Union may file a grievance of its own.

Only the Union shall have the right to refer grievances to arbitration under the Agreement.

ARTICLE XIII - ARBITRATION

SECTION 1. If the representatives of the Employer and of the Local Union are unable to resolve the grievance, then the grievance may be referred to arbitration in accordance with the procedures outlined below.

SECTION 2. If unable to reach an agreement on an arbitrator, the parties shall request the Federal Mediation & Conciliation Service (FMCS) to supply a list of seven arbitrators. The parties shall alternately strike the names of three (3) arbitrators, with a coin flip being used to determine who strikes the first name. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the employer and the union, requesting that he set a time for the hearing, subject to the availability of the employer and union representatives. Nothing herein shall preclude the parties from meeting at any time after the list of arbitrators has been requested and prior to the convening of the hearing in a further attempt to resolve the grievance. In any case, work shall proceed under this Agreement.

The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall decide only the specific issue(s) submitted to him and, if a violation of the terms of this Agreement is found, shall fashion an appropriate remedy.

The parties hereto agree that the decision of the arbitrator shall be final and binding on the parties hereto.

SECTION 3. The fees and expenses for the arbitrator's services, if any shall be borne by the Employer if the arbitrator fully sustains the Union's grievance; by the Union if the arbitrator

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fully denies the Union's grievance; and divided equally if the arbitrator sustains in part and denies in part. The arbitrator shall specify in his\her award how his\her fees and expenses shall be borne. Each party shall be responsible for compensating its own representatives and witnesses, and purchasing its own copy of the written transcript; however, the cost of the arbitrator's copy shall be borne as provided for the fees and expenses of the arbitrator.

ARTICLE XIV - ELECTION OF REMEDIES

The City, the Local Union, and the employees covered by the terms of this Agreement agree that if a dispute or difference arises concerning the interpretation and/or application of the wages, hours and terms and conditions of employment in the Agreement (except disputes or differences involving discipline and/or discharge), that the Steps and provisions in the Grievance and Arbitration Articles shall be the exclusive procedures for resolving the dispute or difference. If a dispute or difference arises concerning discipline and/or discharge, the employee shall elect to have the matter processed under the provisions of either the grievance and arbitration procedure in this Agreement or procedures applicable under the City of Springfield Employment Policies; and, after selecting one of the two procedures, shall be deemed to have waived his rights under the other procedure.

ARTICLE XV - NO STRIKE/NO LOCKOUT

SECTION 1. During the term of this Agreement, the employer agrees that there shall be no lockouts and the Union agrees that there shall be no strikes, slowdowns or stoppages of work.

SECTION 2. Section 1will not apply where either party has failed to abide by the arbitrator's decision within thirty (30) calendar days and no related legal action is pending.

ARTICLE XVI - UNION DUES

SECTION 1. It is agreed that monthly dues for each member of the Union, in amounts as authorized, shall be deducted from the pay of the employee upon written authorization to the City from each individual employee. The authorization will be upon a form furnished by the Union and all such dues deducted in this manner shall be remitted by the City to such persons as may be designated in writing by the Union under the seal of the Union.

SECTION 2. The Employer shall pay the Union for the Amounts withheld from each employee's paycheck per current practice. A list of employees and the amount deducted from their paycheck shall be supplied to the Union.

SECTION 3. Revocation of dues-deduction authorization shall be the prerogative of the individual employee, but shall be subject to the requirements of the dues-checkoff agreement between that individual and the Union.

ARTICLE XVII - NON-DISCRIMINATION

SECTION 1. Prohibition Against Discrimination. The provisions of the Agreement shall be

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applied equally to all employees in the bargaining unit(s) without unlawful discrimination as to the age, sex, marital status, race, color, creed, national origin, political affiliation (or lack thereof) or physical or mental disability. All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

SECTION 2. Equal Employment/Affirmative Action. The parties recognize and agree to cooperate in fulfilling the Employer's obligations under applicable state and federal Equal Employment and Affirmative Actions Acts, laws and regulations. The Union agrees that the Employer may take whatever steps necessary to comply with the Americans with Disabilities Act.

ARTICLE XVIII ·DISCIPLINE

SECTION 1. While the parties agree with the tenets of progressive and corrective discipline, disciplinary action shall include only the following, but shall be initiated in light of the seriousness of the offense:

a. Verbal Warning
b. Written Warning
c. Suspensions
d. Discharge

Disciplinary action may be imposed upon a certified (non-probationary) employee for just cause. The Local Union will be notified of the disciplinary action.

ARTICLE XIX • TEMPORARY ASSIGNMENT

SECTION 1. An employee placed on temporary assignment to a higher paid classification shall receive the current rate of pay for the higher classification for all hours worked (excluding any leave time) and be subject to all rules and regulations pertaining to that classification.

SECTION 2. An employee placed on temporary assignment to a lower paid classification shall suffer no reduction in wages during such period, and be subject to all rules and regulations pertaining to that classification.

ARTICLE XX - SAVINGS

SECTION 1. Partial Invalidity. Should any part of this Agreement or any provision contained herein be judicially determined to be contrary to the State or Federal law, such invalidation of such part or provision shall not invalidate the remaining portion hereof and they shall remain in full force and effect. The parties shall attempt to renegotiate the invalidated part or provisions.

ARTICLE XXI • LAYOFF/RECALL SEVERANCE

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SECTION 1. The employer has the right to employ, lay off, discharge and promote employees in accordance with the provisions of this Agreement. However, any employee laid off or discharged for any reasons other than lack of work or lack of funds may file a grievance pursuant to the procedure outlined in this Agreement and the layoff or discharge shall be processed in accordance with the Grievance and Arbitration Procedure in this Agreement. The reason for discharge or layoff shall be given to the employee and Union in writing and the Union may in all respects appear for and represent in its name or the employee's name the interest of the employee and the Union. In case of layoff, employees will be laid off by inverse order of seniority. Recall shall be by seniority. The Employer agrees to furnish the representatives of the Union a list of employees on layoff upon request.

SECTION 2. It is recognized that if the City permanently ceases running units at the Dallman plant those employees terminated as a result thereof will be entitled to a severance allowance in accordance with and subject to the following provisions.

1. The City agrees to pay one (1) week's pay for each year of service. The City also agrees to continue to pay its portion of the City's Health Insurance plan for three (3) months.

   Any pay for unused sick leave, which shall be payable at a ratio of five (5) days pay for each twelve (12) days accrued pursuant to past practice but with no cap, vacation or compensatory time and/or personal days shall be made in one lump sum payment upon separation within 15 business days. Employee health insurance contributions may be deducted from this lump sum payment in the event that the severance payments will end prior to the three (3) month period.

2. A week's severance will be determined by multiplying the employee's base hourly rate times forty (40) hours. The severance pay will be paid out in bi-weekly increments over a three month period, thereafter, any amounts due will be paid in full. All payments are subject to normal payroll withholdings. As a condition of receiving the benefits, participating employees shall be required to sign a Separation Agreement and Release provided by the City.

   In the event that the employee's severance pay runs out prior to the end of the three month period, the employer will continue to pay the City's portion of its health insurance plan provided the employee has remitted their portion of the expense.

3. To be eligible for this payment, an employee must be on the payroll at the time that the employee's position is eliminated. On the payroll includes employees who are on an approved leave of absence or have been laid off with recall rights. An employee is not eligible for this payment if: 1) the employee voluntarily terminates his employment prior to when his position is eliminated; 2) the employee is terminated for just cause prior to when his position is eliminated.

4. Employees who are separated from employment as a result of the unit shutdown may apply for other positions within the City. Employees will be given first preference to be hired and shall accrue vacation and receive benefits at the rate received prior to

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termination.

5. Any employee that accepts another position within the City shall be subject to the appropriate wage rate for the new position. Additionally, in the event that the employee accepts another position within the City, the employee shall no longer be eligible for severance payments pursuant to the terms of this Agreement. If the position is in another bargaining unit, seniority will not carry over.

6. Should any other terminated employees be given a greater severance package after the execution of this Agreement, the City will afford the same package to the employees working under this Agreement.

ARTICLE XXII - DRUG AND ALCOHOL TESTING

SECTION 1. Effective 1011/12 all employees in the bargaining unit are subject to periodic random drug and alcohol testing and testing resulting from reasonable suspicion. In addition, an employee will be tested for both drugs and alcohol following any accident report or any accident which results in fatality, injuries requiring transportation to a medical facility, disabling damage to any vehicle or property or a citation under state or local law for a moving violation arising from an accident.

SECTION 2. Discipline. Upon the return of a positive drug or alcohol test, the following will result:

If an alcohol test results in an alcohol concentration of .02 or more, but less than .04:

1. First Offense - The employee will be immediately removed from the performance of his/her duties for at least twenty-four (24) hours or until the start of the employee's next regular shift (whichever is later). The employee will also receive a mandatory referral to the Employee Assistance Program (EAP).

2. Second Offense - The employee will be suspended for 10 days without pay and must agree to sign a Return-to-Duty Contract.

3. Third Offense - The employee will be terminated.

If an alcohol test results in an alcohol concentration of .04 or greater:

1. First Offense - The employee will be subject to a minimum 15 day suspension without pay and must agree to sign a Return-to-Duty Contract, if applicable.

2. Second Offense - Any employee who tests positive for drugs and/or alcohol within five (5) years of his or her previous positive test will be automatically terminated.*

   *If an employee has previously tested positive for drugs and/or alcohol (.02 or greater), an alcohol concentration of .04 or greater shall be considered a Second Offense under

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this Section and the employee will be automatically terminated.

If a drug test result is positive:

1. First Offense - The employee will be subject to a minimum 30 day suspension without pay and possible discharge and must agree to sign a Return-to-Duty Contract, if applicable.

    a. Any employee who does not test positive for drugs and/or alcohol within five (5) years of his or her previous test will be treated as if the first positive test did not occur.

2. Second Offense - Any employee who test positive for drugs and/or alcohol within five (5) years of his or her positive test will be automatically terminated.

SECTION 3. Compliance with Testing Requirements. Any employee subject to drug and alcohol testing who provides false information in connection with a test or who attempts to falsify test results through tampering, contamination, adulteration or substitution shall be removed from duty immediately and his or her employment terminated.

A refusal to test shall be considered a positive test. Refusal can include, but is not limited to, an inability to provide a specimen or sample without a valid medical explanation, as well as verbal declaration, obstructive behavior or physical absence resulting in the inability to conduct the test.

SECTION 4. Return-to-Duty Contracts. An employee who is allowed to return to duty after engaging in prohibited conduct must agree to a Return-to-Duty Contract. The contract shall include, but is not limited to the following:

1. A release-to-work statement from an approved Substance Abuse Professional (SAP) prior to returning to work.

2. An agreement from the employee to complete any recommended treatment or rehabilitation programs.

3. A negative test for drugs and/or a less than .02 test result for alcohol prior to returning to work. The employee will be responsible for the cost of such testing.

4. An agreement to unannounced frequent follow-up testing.

5. A statement of expected work-related behaviors prior to returning to work.

Violation of the Return-to-Duty Contract is grounds for discharge.

SECTION 5. Confidentiality. Information and records relating to positive drug and/or alcohol test results, drug and/or alcohol dependencies and legitimate medical explanation provided by

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the Medical Review Officer (MRO) shall be confidential. Such records and explanations may be disclosed where relevant to a grievance, Civil Service hearing charge, claim or other legal proceeding initiated by or on behalf of an employee.

Employees shall upon written request, have access to their own results and to records relating to them which the MRO provides the City or receives from the City's laboratory. Any employee who violates confidentiality under this policy shall be subject to disciplinary action.

ARTICLE XXIII - RESIDENCY

Once City Council passes a residency ordinance, such ordinance shall apply for any employees hired after the effective date of the ordinance and to all current employees who reside within boundaries of the City of Springfield. Current employees living outside of the City of Springfield shall be grandfathered and the residency ordinance shall not apply to them. If an employee living outside of the boundaries of the City of Springfield moves into the City of Springfield, then the requirements of the residency ordinance shall apply. The parties agree to incorporate the Memorandum of Understanding regarding the residency moratorium dated December 18, 2023 in this agreement as Appendix C.

ARTICLE XXIV - DURATION, AMENDMENT AND TERMINATION

SECTION 1. Term. This Agreement shall be effective from October 1, 2024, and shall continue in full force and effect until midnight September 30, 2028, unless not more than one-hundred twenty (120) days, but not less than sixty (60) days prior to September 30, 2028.

SECTION 2. Continuing Effect. Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations are continuing for a new Agreement or part thereof between the parties, except that no step or wage adjustments shall be made, unless the parties mutually agree.

ARTICLE XXV - LABOR-MANAGEMENT MEETINGS

SECTION 1. Labor-Management meetings will be conducted quarterly (if requested). Union and Management will submit agenda items to the designated representative fourteen (14) days prior to the scheduled Labor-Management meeting.

ARTICLE XXVI - CONCLUSION

The foregoing is a true and accurate Agreement reached between the authorized representatives of City Water, Light & Power and said Local Union.

Misty Buscher, Mayor City of Springfield, Illinois	Business Agent IAMAW, District 9

2024-543

APPENDIX A–WAGES

Current Wage				
Machinists-Dallman	10/1/2024	10/1/2025	10/1/2026	10/1/2027
	2.25%	2.25%	2.25%	2.25%
Title				
Rates for employees hired before October 1, 2012:				
Maintenance Machinist Crew Leader	$54.80	$56.03	$57.29	$58.58
Machinist	$51.53	$52.69	$53.87	$55.09
Stores Attendant Leader	$45.61	$46.64	$47.69	$48.76
Stores Attendant	$43.21	$44.18	$45.18	$46.19
Apprentice Machinist 4	$46.43	$47.47	$48.54	$49.64
Apprentice Machinist 3	$41.33	$42.26	$43.21	$44.18
Apprentice Machinist 2	$36.21	$37.02	$37.86	$38.71
Apprentice Machinist 1	$31.12	$31.82	$32.54	$33.27
Master Machinist	$46.50	$47.54	$48.61	$49.70
New rates for employees hired after October 1, 2012:				
Current Tier II Stores Attendant Leader**	$33.00	$33.74	$34.50	$35.28
Stores Attendant 1st Year"	60% of current Tier II store room attendant leader			
Stores Attendant 2nd Year"	70% of current Tier II store room attendant leader			
Stores Attendant 3rd Year"	80% of current Tier II store room attendant leader			
Stores Attendant 4th Year"	90% of current Tier II store room attendant leader			
Stores Attendant 5th Year and Above	95% of current Tier II store room attendant leader			
Apprentice Machinist 4	90% of current Tier II Machinists			
Apprentice Machinist 3	80% of current Tier II Machinists			
Apprentice Machinist 2	70% of current Tier II Machinists			
Apprentice Machinist 1	60% of current Tier II Machinists			
New rates for employees hired on or after October 1, 2015*:				
Maintenance Machinist Crew Leader	$2.00 above Machinist Rate	$2.00 above Machinist Rate	$2.00 above Machinist Rate	$2.00 above Machinist Rate
Machinist	$44.75	$45.76	$46.79	$47.84
** Stores Attendant Leader hired after October 1, 2012 shall receive an equity adjustment to $33.00 in lieu of a percentage increase for 2024.				
*Machinists hired after October 2015 shall receive an equity adjustment to $44.75 in lieu of a percentage increase for 2024.				

2024-543

APPENDIX B - MACHINIST'S BASIC TOOL SET

MACHINISTS BASIC TOOL SET
ITEM DESCRIPTION

Tool Chest Cabinet
Top Chest Roller Cabinet
Socket Set
1/2" Drive Socket Set
13 twelve-point sockets 7/16" thru 1-1/4"
8 twelve point deep well 1/2" thru 15/16"
1 standard ratchet
3" extension bar
6" extension bar 1O" extension bar
Universal joint
15" flex handle (breaker bar)
3/4" drag link socket 15/16" drag link socket
3/8" Drive Socket Set
318" ratchet
9 six point deep sockets 3/8" thru 718"
5 eight point sockets 1/4" thru 1/2"
8 twelve point sockets 3/8" thru 13/16"
Screwdriver bits - slotted 3 Philips 6 hex bits 5/32" thru 3/8"
3 extension bars (3, 6, 10 inch)
10" flex handle (breaker bar)
Universal joint 8" slide bar
Wrenches
10" crescent wrench
15" crescent wrench
10" pipe wrench
18" pipe wrench
Ratcheting box and wrench set 1/4" thru 7/8"
1-3/8" x 1-7/16" open-end wrench
1-1/2" x 1-5/8" open-end wrench
17 pc combination wrench set 1/4" thru 1-1/4"
Long arm alien wrench set 15 pc 5/64" thru 3/4"
1-5/16" combo wrench
Plier's Long nose pliers
10" vise grip pliers 6" side cut pliers
7" diagonal cut pliers
Channel Lock 430
Channel Lock 440
Hammers
4 lb hammer
24 oz ballpeen hammer
16 oz ballpeen hammer
Tap Sets
plug tap set SAE 1/4" to 1"
Plug tap set AS 1/4" to 1"
Pipe tap set 1/4" to 1"
Miscellaneous
1" micrometer
6" inside caliper
6" outside caliper Pry bar 1/2" x 16"
Machinist's combination square
Center gauge
Thickness gauge .0015" to .025"
Thread gauge
Inspection mirror
Hack saw
Scribe
6" dividers
Drop light
6" scale
Magnetic pick-up tool
1-pint pump oil can
16' steel tape measure
6" dial Vernier caliper
14" pipe wrench
1-5/16" combination wrench
Dead blow hammer, 4 lb
1/2" long handle ratchet
Tap handle set
Small set EZ outs,
Set half round chisels No. 240
18" or 20" channel locks
8" magnetic torpedo level
12 pc chisel and line up set
4 pin punches 3/32" - 1/8" - 5/32" - 1/4"
3/8" center punch prick punch
line up tool 3/16" x 9" line up tool 5/32" x 7"
4 cold chisels 1/4" - 1/2" - 518" - 3/4"
7 pc nut driver set
3/16" - 1/4" - 5/16" - 11/32" - 7/16" - 1/2"
9 pc screwdriver set
Slotted: 1/8" x 4", 3/16" x 4", 3/16" x 9, 1/4" x 6", 3/8" x 12"
Philips: 0 (2-1/2"), 1 (3"), 2 (4"), 3 (6")
Metric Set Socket:
12 point deep, 3/8" drive - 10mm Socket,
12 point deep, 3/8" drive - 12mm Socket,
12 point deep, 3/8" drive - 14mm Socket,
12 point deep, 3/8" drive - 15mm Socket,
12 point deep, 3/8" drive - 16mm Socket,
12 point deep, 3/8" drive - 17mm Socket,
12 point deep, 3/8" drive - 18mm Socket,
12 point deep, 3/8" drive - 19mm Socket,
12 point deep, 3/8" drive - 20mm Socket,
12 point deep, 3/8" drive - 21mm Socket,
6 point deep, 1/4" drive - 4mm Socket,
6 point deep, 1/4" drive - 5mm Socket,
6 point deep, 1/4" drive - 6mm Socket,
6 point deep, 1/4" drive - 7mm Socket,
6 point deep, 1/4" drive - 8mm Socket,
6 point deep, 1/4" drive.- 9mm Socket,
6 point deep, 1/4" drive - 10mm Socket,
6 point deep, 1/4" drive - 11mm Socket,
6 point deep, 1/4" drive - 12mm Socket,
6 point deep, 1/4" drive - 13mm Socket,
12 point regular, 1/2" drive - 9mm Socket,
12 point regular, 1/2" drive - 10mm Socket,
12 point regular, 1/2" drive - 11mm Socket,
12 point regular, 1/2" drive - 12mm Socket,
12 point regular, 1/2" drive - 13mm Socket,
12 point regular, 1/2" drive - 14mm Socket,
12 point regular, 1/2" drive - 15mm Socket,
12 point regular, 1/2" drive - 16mm Socket,
12 point regular, 1/2" drive - 17mm Socket,
12 point regular, 1/2" drive - 18mm Socket,
12 point regular, 1/2" drive - 19mm Socket,
12 point regular, 1/2" drive - 20mm Socket,
12 point regular, 1/2" drive - 21mm Socket,
12 point regular, 1/2" drive - 22mm Socket,
12 point regular, 1/2" drive - 23mm Socket,
12 point regular, 1/2" drive - 24mm Socket,
12 point regular, 1/2" drive - 26mm Socket,
12 point regular, 1/2" drive - 27mm Socket,
12 point regular, 1/2" drive - 28mm Socket,

12 point regular, 1/2" drive - 30mm Socket,
12 point regular, 3/8" drive - 8mm Socket,
12 point regular, 3/8" drive - 9mm Socket,
12 point regular, 3/8" drive - 10mm Socket,
12 point regular, 3/8" drive - 12mm Socket,
12 point regular, 3/8" drive - 13mm Socket,
12 point regular, 3/8" drive - 13mm Socket,
12 point regular, 3/8" drive - 14mm Socket,
12 point regular, 3/8" drive - 15mm Socket,
12 point regular, 3/8" drive - 16mm Socket,
12 point regular, 3/8" drive - 17mm Socket,
12 point regular, 3/8" drive - 18mm Socket,
12 point regular, 3/8" drive - 19mm Socket,
12 point regular, 3/8" drive - 21mm Socket,
6 point regular, 1/4" drive - 4mm Socket,
6 point regular, 1/4" drive - 6mm Socket,
6 point regular, 1/4" drive - 7mm Socket,
6 point regular, 1/4" drive - 8mm Socket,
6 point regular, 1/4" drive - 9mm Socket,
6 point regular, 1/4" drive - 10mm Socket,
6 point regular, 1/4" drive - 11mm Socket,
6 point regular, 1/4" drive - 12mm Socket,
6 point regular, 1/4" drive - 13mm Socket,
6 point regular, 1/4" drive - 14mm Socket,
12 point, deep, 1/2" - 13mm Socket,
12 point, deep, 1/2" - 14mm Socket,
12 point, deep, 1/2" - 15mm Socket,
12 point, deep, 1/2" - 17mm Socket,
12 point, deep, 1/2" - 18mm Socket,
12 point, deep, 1/2" - 19mm Socket,
12 point, deep, 1/2" - 20mm Socket,
12 point, deep, 1/2" - 21mm Socket,
12 point, deep, 1/2" - 22mm Socket,
12 point, deep, 1/2" - 24mm Socket,
12 point, deep, 1/2" - 27mm Socket,
Hex Driver 3/8" drive - 3mm Socket,
Hex Driver 3/8" drive - 4mm Socket,
Hex Driver 3/8" drive - 5mm Socket,
Hex Driver 3/8" drive - 6mm Socket,
Hex Driver 3/8" drive - 7mm Socket,
Hex Driver 3/8" drive - 8mm Socket,
Hex Driver 3/8" drive - 9mm Socket,
Hex Driver 3/8" drive - 10mm
Hex Key, long arm - 1.5mm
Hex Key, long arm - 2mm
Hex Key, long arm - 2.5mm
Hex Key, long arm - 3mm
Hex Key, long arm - 4mm
Hex Key, long arm - 4.5mm
Hex Key, long arm - 5mm
Hex Key, long arm - 5.5mm
Hex Key, long arm - 6mm
Hex Key, long arm - ?mm
Hex Key, long arm - 8mm
Hex Key, long arm - 1Omm
Hex Key, long arm - 12mm
Hex Key, short arm - 14mm
Hex Key, short arm - 19mm
Hex Bit, 17mm

APPENDIX C – RESIDENCY MOU

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE CITY OF SPRINGFIELD, ILLINOIS
OFFICE OF PUBLIC UTILITIES

And

INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO, DISTRICT 9

This Memorandum of Understanding ("MOU") is entered into by the Employer, **the City of Springfield** ("Employer"), and **District No. 9, International Association of Machinists and Aerospace workers, AFL-CIO** ("Union") (collectively referred to as "Parties"). The agreed-upon terms are as follows:

1. The moratorium on the enforcement of the residency requirement in Chapter 36, Section 36.05 of the 1988 City of Springfield Code of Ordinances passed by City Coucil on November 7, 2023, by ordinance number 491-11-23, as amended, shall apply to all employees covered by the Parties current collective bargaining agreement.

2. Ordinance number 491-11-23, as amended, requires City Council to revisit the moratorium in November, 2024. This MOU is explicitly made subject to and conditioned upon any further action by City Council upon its revisitation of the moratorium ordinance. Any changes to Ordinance 491-11-23, shall, upon passage, immediately apply to this MOU.

3. This agreement is entered into without prejudice, and it does not set a precedent.

Agreed:

Misty Buscher GEH	11/5/24		12-18-23
Mayor, City of Springfield	Date	Business Representative IAMAW, District 9	Date

2024-543

CURRENT BASELINE NO CHANG

Actual w/ longe

Employee Name	Date of Birth	Seniority Date	Current Job Classification	Current Rate of Pay	2024 Rate of pay	2025 Rate of pay	2026 Rate of pay	2027 Rate of pay	2028 Rate of pay	Current yrs
Allen, Cole	[redacted]	2/16/2015	Machinist	$50.4005	$50.4005	$50.4005	$50.4005	$50.4005	$50.4005	9.82
Carlisle, Mike	[redacted]	2/22/1999	Maintenance Crew Leader	$54.5922	$54.5922	$54.5922	$54.5922	$54.5922	$54.5922	25.82
Chambers, Chris	[redacted]	9/29/2008	Maintenance Crew Leader	$54.0922	$54.0922	$54.0922	$54.0922	$54.0922	$54.0922	16.21
Davlin, Mark	[redacted]	1/12/2009	Machinist	$50.9005	$50.9005	$50.9005	$50.9005	$50.9005	$50.9005	15.92
Landrey, Troy	[redacted]	9/6/2022	Apprentice 2nd Year	$21.0000	$22.0000	$23.0000	$40.0000	$40.0000	$40.0000	2.27
Morgan, Matt	[redacted]	1/12/2015	Master Machinist	$45.4746	$45.4746	$45.4746	$45.4746	$45.4746	$45.4746	9.92
Wilson, Jason	[redacted]	1/20/2009	Machinist	$50.9005	$50.9005	$50.9005	$50.9005	$50.9005	$50.9005	15.90
Barker, Dave	[redacted]	6/30/2014	Stores Attendant Leader	$32.0747	$32.0747	$32.0747	$32.0747	$32.0747	$32.0747	10.46
Crawford, Richard	[redacted]	2/14/2023	Stores Attendant 2nd Year	$17.0000	$20.0000	$21.0000	$22.0000	$23.0000	$40.0000	1.82
Hall, Harvey	[redacted]	10/26/2015	Stores Attendant 5th Year	$28.7274	$28.7274	$28.7274	$28.7274	$28.7274	$28.7274	9.13
Vacant	[redacted]	12/11/2024	Stores Attendant 1st Year	$16.0000	$16.0000	$17.0000	$18.0000	$19.0000	$27.0000	0.00
			Current Total Annual Cost	$876,018.54	$884,338.54	$890,578.54	$930,098.54	$934,258.54	$986,258.54	

Notes:

[redacted] Indicates cell to change calculation

Indicates Apprentice moves

Red Letters Do not alter

Additional Cost per year (positive), savings (negative)

[redacted] Issues that need addressed as a result of frozen wages

-Compounding Bonus T2 Machi

[redacted]

Non-Compounding Bonus Stores

[redacted]

	2024	2025	2026	2027	2028
Cost of:	[redacted]				

[redacted]

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[redacted]

Based On Tier 2 Rates and Apprentice Rates of 40%, 50%, 65%, 75%, 85%

	Year 1	Year 2	Year 3	Year 4	Year 5
Stores Attendant %	[redacted]				
Machinist %	[redacted]				

[redacted]

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Cost of %, Unfreezing of Tier 2 and apprentice rate changes Combined and Compounded

Employee Name	Date of Birth	Seniority Date	Current Job Classification	Current Rate of Pay	2024 Rate of pay	2025 Rate of pay	2026 Rate of pay	2027 Rate of pay	2028 Rate of pay	Current yrs
Allen, Cole	11/8/1985	2/16/2015	Machinist	$50.4004	$51.5345	$52.6941	$53.8797	$55.0920	#VALUE!	9.82
Carlisle, Mike	8/21/1967	2/22/1999	Maintenance Crew Leader	$54.5922	$54.7981	$56.0310	$57.2917	$58.5808	#VALUE!	25.82
Chambers, Chris	1/18/1968	9/29/2008	Maintenance Crew Leader	$54.1010	$54.7981	$56.0310	$57.2917	$58.5808	#VALUE!	16.21
Davlin, Mark	7/17/1981	1/12/2009	Machinist	$50.9004	$51.5345	$52.6941	$53.8797	$55.0920	#VALUE!	15.92
Landrey, Troy	7/9/1971	9/6/2022	Apprentice 2nd Year	$21.0000	$36.8000	$42.1812	$47.7864	$48.8391	#VALUE!	2.27
Morgan, Matt	2/10/1990	1/12/2015	Master Machinist	$45.4746	$46.4978	$47.5440	$48.6137	$49.7076	#VALUE!	9.92
Wilson, Jason	7/8/1975	1/20/2009	Machinist	$50.9004	$51.5345	$52.6941	$53.8797	$55.0920	#VALUE!	15.90
Barker, Dave	8/31/1967	6/30/2014	Stores Attendant Leader	$32.0747	$33.2500	$33.9925	$34.7517	$35.5280	#VALUE!	10.46
Crawford, Richard	5/17/1980	2/14/2023	Stores Attendant 2nd Year	$17.0000	$27.8500	$33.0298	$38.4291	$44.0552	#VALUE!	1.82
Hall, Harvey	10/25/1967	10/26/2015	Stores Attendant 5th Year	$28.7274	$31.6000	$32.3054	$33.0266	$33.7641	#VALUE!	9.13
Travis Frank		11/12/2024	Stores Attendant 1st Year	$16.0000	$20.0500	$23.8698	$27.8514	$32.0002	#VALUE!	0.08
			Total Annual Cost	$876,035.89	$957,314.85	$1,004,779.04	$1,053,897.36	$1,094,769.71	#VALUE!	
			Additional Cost Per Year	-	$72,976.31	$114,200.50	$123,798.82	$160,511.17		
			Total Cost for the Contract	$471,486.80						

Cost of Meals based on 2023

Current Rate	$12
2023 Meals	185
Proposed New Rate	[redacted]
Additonal Cost:	$1,110

2024 - 5483

		SAVE				
	1.50%	2% Bonus	1.50%	1.50%	1.50%	1.75%
Title	**2018**	**2019**	**2020**	**2021**	**2022**	**2023**
Maint Mach Crew Leader	50.3697	50.3697	51.12525	51.89212	52.67051	53.59224
Machinist	47.3699	47.3699	48.08045	48.80166	49.53368	50.40052
Stores Attend Leader	41.9199	41.9199	42.5487	43.18693	43.83473	44.60184
Stores Attendant	39.7223	39.7223	40.31813	40.92291	41.53675	42.26364
App Mach 4	42.678	42.678	43.31817	43.96794	44.62746	45.40844
App Mach 3	37.9862	37.9862	38.55599	39.13433	39.72135	40.41647
App Mach 2	33.2832	33.2832	33.78245	34.28918	34.80352	35.41258
App Mach 1	28.6021	28.6021	29.03113	29.4666	29.9086	30.432
Master Machinist	42.7402	42.7402	43.3813	44.03202	44.6925	45.47462
		After 10-1-2012				
Stores Attendant Leader	29	29	29	29	29	29
Stores Attendant 1	16	16	16	16	16	16
Stores Attendant 2	17	17	17	17	17	17
Stores Attendant 3	18	18	18	18	18	18
Stores Attendant 4	19	19	19	19	19	19
Stores Attendant 5	27	27	27	27	27	27
App Mach 4	23	23	23	23	23	23
App Mach 3	22	22	22	22	22	22
App Mach 2	21	21	21	21	21	21
App Mach 1	20	20	20	20	20	20
		After 10-1-2015				
Machinist	40	40	40	40	40	40

SAVE				
UNFREEZE TIER RATES				
2.25%	2.25%	2.25%	2.25% -	

3753-3203
2024-5443

Title	2024	2025	2026	2027	2028
Maint Mach Crew Leader	$54.80	$56.03	$57.29	$58.58	#VALUE!
Machinist	$51.53	$52.69	$53.88	$55.09	#VALUE!
Stores Attend Leader	~~$45.86~~	~~$46.88~~	~~$47.93~~	~~$49.00~~	~~#VALUE!~~
Stores Attendant	~~$43.46~~	~~$44.44~~	~~$45.43~~	~~$46.45~~	~~#VALUE!~~
App Mach 4	~~$46.41~~	~~$47.45~~	~~$48.52~~	~~$49.61~~	~~#VALUE!~~
App Mach 3	~~$41.28~~	~~$42.21~~	~~$43.15~~	~~$44.12~~	~~#VALUE!~~
App Mach 2	~~$36.15~~	~~$36.96~~	~~$37.79~~	~~$38.64~~	~~#VALUE!~~
App Mach 1	~~$31.02~~	~~$31.72~~	~~$32.43~~	~~$33.16~~	~~#VALUE!~~
Master Machinist	$46.50	$47.54	$48.61	$49.71	#VALUE!
		After 10-1-2012			
Stores Attendant Leader	$33.25	$33.99	$34.75	$35.53	#VALUE!
Stores Attendant 1	$20.05	$20.50	$20.95	$21.42	#VALUE!
Stores Attendant 2	$23.35	$23.87	$24.40	$24.94	#VALUE!
Stores Attendant 3	$26.65	$27.24	$27.85	$28.47	#VALUE!
Stores Attendant 4	$29.95	$30.62	$31.30	$32.00	#VALUE!
Stores Attendant 5	$31.60	$32.31	$33.03	$33.76	#VALUE!
App Mach 4	$41.28	$42.18	$43.11	$44.06	#VALUE!
App Mach 3	$36.80	$37.61	$38.43	$39.27	#VALUE!
App Mach 2	$32.33	$33.03	$33.75	$34.49	#VALUE!
App Mach 1	$27.85	$28.45	$29.07	$29.70	#VALUE!
		After 10-1-2015			
Machinist	$45.75	$46.76	$47.79	$48.84	#VALUE!

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	SAVE				
	2024	2025	2026	2027	2028
Stores Attendant	43.21458	44.1869	45.18111	46.19768	47.23713

ORDINANCE FACT SHEET

DATE OF 1st READING: 12/17/2024

CONTACT PERSON: Nicholas Correll

OFFICE REQUESTING: Human Resources

PHONE NUMBER: (217) 789-2446

EMERGENCY PASSAGE: No ☑ Yes ☐ **If yes, explain justification - See attached document**

FISCAL IMPACT: See attached.

SUGGESTED TITLE: AN ORDINANCE AUTHORIZING THE APPROVAL OF AN AGREEMENT BETWEEN THE CITY OF SPRINGFIELD AND DISTRICT 9, INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, EFFECTIVE OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2028.

CONTRACTOR / VENDOR NAME: _____ **VENDOR NO:** _____

CONTRACT TERM: 10/1/2024 - 9/30/2028 **Change in Scope Yes** ☐ **No** ☑

CONTRACT AMOUNT: _____ _____ _____

(Original amount if change order) **Change Order #** **Additional Amount**

Method of Purchase (check one)

☐ Low Bid ☐ Other: _____

☐ Low Bid Meeting Specs ☐ Exception: _____

☐ Low Evaluated Bid **Code Provision:** _____

Previous Ord #'s _____

Is Purchasing Agent approval required? No ☐ Yes ☐

Is Purchasing Agent approval attached? No ☐ Yes ☐

Accounting information (if more than four accounts, please attach list)

REVENUE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

EXPENDITURE

	Fund	Agency	Org	Activity	Object	Amount
1						
2						
3						
4						

Please list supporting documentation (i.e., contract, agreement, change order, bid book, etc.)

Contract, summary of changes, and fiscal impact review.

STAFF ANALYSIS

The prior contract expired on September 30, 2024 with IAMAW (Machinists). This is a new collective bargaining agreement for a four (4) year term, with a 2.25% increase each year. This agreement has been voted on and approved by the Union.

FUNDS CHECK BY: **Date:** _____

DIRECTOR / SUPERVISOR: Doug Brown Digitally signed by Doug Brown Date: 2024.12.06 13:12:33 -06'00' **Date:** _____

CITY PURCHASING AGENT: **Date:** _____

SIGN OFF: _____ GEM

(Mayor's Signature)

Ramona Metzger Digitally signed by Ramona Metzger Date: 2024.12.11 14:42:30 -06'00'

(Director of OBM)

The information supplied on this form is not confidential information.

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