

REGULAR MEETING OF THE  
BOARD OF DIRECTORS  
JOLIET ARSENAL DEVELOPMENT AUTHORITY

Friday, June 19, 2026  
9:00 A.M.

A G E N D A

- I. CALL TO ORDER
- II. APPROVAL OF MINUTES
- III. TREASURER'S REPORT
  - a. Presentation & approval of bills for payment
- IV. PUBLIC PARTICIPATION
- V. CHAIRPERSON'S REPORT
- VI. EXECUTIVE DIRECTOR'S REPORT
  - a. FY2026 Budget - AMENDMENT
  - b. Agreement - Regional Mobility and Freight Management Study, CDM Smith Inc.
  - c. Resolution - Rt.66 Tourism Funding
  - d. Agreement - Joint Route 66 Centennial Activities
- VII. BOARD COMMENTS
- VIII. ADJOURNMENT

This meeting will be held at:  
Joliet Area Historical Museum  
204 N Ottawa Street  
Joliet, IL 60432

**JOLIET ARSENAL DEVELOPMENT AUTHORITY**  
**REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**FEBRUARY 20, 2026**

The Joliet Arsenal Development Authority Board of Directors held their regular meeting on Friday, February 20, 2026. Chairman Brophy called the meeting to order at 9:00 a.m. Roll Call: Adrieansen-present, Bottomley-present, Brophy-present, Dietz-absent, Geiss-present, Jenco-present, McMillan-present, Noak-present, Plese-absent, Schumacher-present, Soliman-present, Streit-present, and Wyke-present.

Staff in attendance: Kwasneski-present, Belom-present.

**Approval of Minutes:**

A motion was made by Jenco, seconded by McMillan to approve the minutes of the regular meeting of October 20, 2025. All in favor say aye. Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Noak-aye, Schumacher-aye, Soliman-aye, Streit-aye, and Wyke-aye. Motion carried.

**Treasurer's Report:**

The Director provided the Board with a copy of the Treasurer's Report for the period of October 21, 2025 through February 20, 2026. The total amount for approval is \$54,344.83. A motion was made by Geiss, seconded by Bottomley to approve the Treasurer's Report. Roll Call: A Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Noak-aye, Schumacher-aye, Soliman-aye, Streit-aye, and Wyke-aye. Motion carried.

**Public Participation:**

In attendance — Ann Schneider, Art Holz, Jessica Heitman, Hugh O'Hara.

**Chairman's Report:**

Shared JADA video with the Rotary Club

Dietz arrived at 9:07 am

**Executive Director's Report:**

**Legislative Expansion of JADA** — Will meet with new members of the board to update.

**Upper Illinois Waterway Corridor Development Plan** — Ann Schneider reported on 2 (two) pieces of the Plan. First will be, parcel inventory and details, along with mapping for development opportunities. The second will be resources to the community to use for State & Federal grants.

**Regional Mobility & Freight Study Agreement** — the timeline is two years. JADA has budgeted \$350,000 for this study. Plus the city of Joliet, CenterPoint, and the WCGL to add additional funds. The RFQ was issued and sent to 6 (six) firms and posted on the JADA website. CDM Smith ranked 1st. There will be a meeting in late March to approve the agreement. There will also be a kick-off meeting with a steering group.

**Rt. 66 Centennial Tourism Video** — Will county to kick-off the 100th anniversary. Jessica Heitman to contact Municipalities regarding upcoming events. Greg Peerbolte to host a Slammers baseball game at the old Joliet Prison. JADA has a legacy grant in 2027.

**Arsenal Historical Picture Book** — Art Holz to work with municipal museums.

**Ethics & Harassment Training Modules** — JADA board members who have completed the training to turn in acknowledgment of completion forms.

**Executive Session** — None at this time.

**Board Comments:**

None

Next meeting date will be determined after reaching out to the absent board members.

A motion was made by Noak, second by Adrieansen, to adjourn at approximately 10:07 a.m. All in favor say aye. Adrieansen-aye, Bottomley-aye, Brophy-aye, Geiss-aye, Jenco-aye, McMillan-aye, Noak-aye, Schumacher-aye, Soliman-aye, Streit-aye, and Wyke-aye. Motion carried.

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Eli Geiss, Secretary/Treasurer

|                               |           |                   |
|-------------------------------|-----------|-------------------|
| Prior Month Balance           | \$        | 372,018.21        |
| Revenue                       | \$        | 2,466.54          |
| Transfer into Accts           | \$        | -                 |
| JADA Bills                    | \$        | 21,456.66         |
| Payroll                       | \$        | 8,615.93          |
|                               | \$        | -                 |
| <b>Balance as of 05/31/26</b> | <b>\$</b> | <b>344,412.16</b> |

|                              |    |            |
|------------------------------|----|------------|
| Old National Checking - 4138 | \$ | 197,288.79 |
| Old National Checking - 0269 | \$ | 107,654.64 |
| Old Plank Trail-3758         | \$ | 26,065.97  |
| Old Plank Trail-8892         | \$ | 13,402.76  |

|                              |           |                   |
|------------------------------|-----------|-------------------|
| <b>Total Net of Accounts</b> | <b>\$</b> | <b>344,412.16</b> |
|------------------------------|-----------|-------------------|

\$ -

Monthly Revenue Breakdown

|                    |    |          |
|--------------------|----|----------|
| Interest Earned    | \$ | 80.81    |
| Transfer from 0269 | \$ | -        |
| Grant              | \$ | -        |
| CenterPoint        | \$ | -        |
| Other              | \$ | 2,385.73 |

|                       |           |                 |
|-----------------------|-----------|-----------------|
| <b>Total Receipts</b> | <b>\$</b> | <b>2,466.54</b> |
|-----------------------|-----------|-----------------|

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

  
6-5-26

|                                |           |                   |
|--------------------------------|-----------|-------------------|
| Prior Month Balance            | \$        | 373,400.43        |
| Revenue                        | \$        | 30,083.34         |
| Transfer for People First Bank | \$        | -                 |
| JADA Bills                     | \$        | 23,276.14         |
| Payroll                        | \$        | 8,189.42          |
| <b>Balance as of 04/30/26</b>  | <b>\$</b> | <b>372,018.21</b> |

|                              |           |                   |
|------------------------------|-----------|-------------------|
| Old National Checking - 4138 | \$        | 224,975.65        |
| Old National Checking - 0269 | \$        | 107,650.98        |
| Old Plank Trail-3758         | \$        | 25,988.82         |
| Old Plank Trail-8892         | \$        | 13,402.76         |
| <b>Total Net of Accounts</b> | <b>\$</b> | <b>372,018.21</b> |
|                              | \$        | -                 |

Monthly Revenue Breakdown

|                       |           |                  |
|-----------------------|-----------|------------------|
| Interest Earned       | \$        | 83.34            |
| Transfer from 0269    | \$        | -                |
| Grant                 | \$        | -                |
| CenterPoint           | \$        | 30,000.00        |
| Other                 | \$        | -                |
| <b>Total Receipts</b> | <b>\$</b> | <b>30,083.34</b> |

AUTHORIZED BY: DATE: 05/05/26

|                                |    |            |
|--------------------------------|----|------------|
| Prior Month Balance            | \$ | 250,518.08 |
| Revenue                        | \$ | 152,629.36 |
| Transfer for People First Bank | \$ | -          |
| JADA Bills                     | \$ | 20,704.55  |
| Payroll                        | \$ | 9,042.46   |

|                               |           |                   |
|-------------------------------|-----------|-------------------|
| <b>Balance as of 03/31/26</b> | <b>\$</b> | <b>373,400.43</b> |
|-------------------------------|-----------|-------------------|

|                              |    |            |
|------------------------------|----|------------|
| Old National Checking - 4138 | \$ | 226,441.21 |
| Old National Checking - 0269 | \$ | 107,648.00 |
| Old Plank Trail-3758         | \$ | 25,908.46  |
| Old Plank Trail-8892         | \$ | 13,402.76  |

|                              |           |                   |
|------------------------------|-----------|-------------------|
| <b>Total Net of Accounts</b> | <b>\$</b> | <b>373,400.43</b> |
|------------------------------|-----------|-------------------|

\$ -

Monthly Revenue Breakdown

|                    |    |            |
|--------------------|----|------------|
| Interest Earned    | \$ | 88.39      |
| Transfer from 0269 | \$ | 152,540.97 |
| Grant              | \$ | -          |
| CenterPoint        | \$ | -          |
| Other              | \$ | -          |

|                       |           |                   |
|-----------------------|-----------|-------------------|
| <b>Total Receipts</b> | <b>\$</b> | <b>152,629.36</b> |
|-----------------------|-----------|-------------------|

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

  
04/09/26

|                     |    |            |
|---------------------|----|------------|
| Prior Month Balance | \$ | 267,746.64 |
| Revenue             | \$ | 100,079.47 |
| Transfer for #0269  | \$ | 100,000.00 |
| JADA Bills          | \$ | 8,692.09   |
| Payroll             | \$ | 8,615.94   |

|                               |           |                   |
|-------------------------------|-----------|-------------------|
| <b>Balance as of 02/28/26</b> | <b>\$</b> | <b>250,518.08</b> |
|-------------------------------|-----------|-------------------|

|                              |    |            |
|------------------------------|----|------------|
| Old National Checking - 4138 | \$ | 103,647.25 |
| Old National Checking - 0269 | \$ | 107,645.26 |
| Old Plank Trail-3758         | \$ | 25,822.81  |
| Old Plank Trail-8892         | \$ | 13,402.76  |

|                              |           |                   |
|------------------------------|-----------|-------------------|
| <b>Total Net of Accounts</b> | <b>\$</b> | <b>250,518.08</b> |
|------------------------------|-----------|-------------------|

\$ -

Monthly Revenue Breakdown

|                    |    |            |
|--------------------|----|------------|
| Interest Earned    | \$ | 79.47      |
| Transfer from 0269 | \$ | 100,000.00 |
| Grant              | \$ | -          |
| CenterPoint        | \$ | -          |
| Other              | \$ | -          |

|                       |           |                   |
|-----------------------|-----------|-------------------|
| <b>Total Receipts</b> | <b>\$</b> | <b>100,079.47</b> |
|-----------------------|-----------|-------------------|

AUTHORIZED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

  
03/03/26

## Transaction Detail by Account

February 21 through June 19, 2026

| Date       | Name                         | Memo                                | Amount            |
|------------|------------------------------|-------------------------------------|-------------------|
| 02/26/2026 | CBH Video Production         | Rte 66 Centennial Road Show Video   | 7,250.00          |
| 02/26/2026 | Frey Design Group            | Website Updates                     | 90.00             |
| 02/26/2026 | CitiBusiness Card            | Miscellaneous/Supplies              | 755.51            |
| 02/26/2026 | OH Design Group              | Custom Bench - Rt. 66 Centennial    | 3,300.00          |
| 03/11/2026 | Ann Schneider & Assoc, LLC   | Regional Mobility Study             | 5,000.00          |
| 03/11/2026 | Dixon/Heitman Collective     | Professional Services - Feb         | 2,000.00          |
| 03/11/2026 | Frey Design Group            | Website Updates                     | 270.00            |
| 03/19/2026 | Verizon Wireless             | Business Phone Service-Feb/Mar      | 239.04            |
| 03/26/2026 | City of Lockport             | Centennial Promo & Comm Tourism     | 10,000.00         |
| 03/26/2026 | Village of Elwood            | Centennial Promo & Comm Tourism     | 10,000.00         |
| 03/26/2026 | Dave Neal, Govt Consulting   | Legal Services-2026 Feb             | 1,800.00          |
| 03/26/2026 | Dave Neal, Govt Consulting   | Legal Services-2026 Mar             | 1,800.00          |
| 03/26/2026 | CitiBusiness Card            | Miscellaneous/Supplies              | 876.14            |
| 04/07/2026 | Village of Manhattan         | Centennial Promo & Comm Tourism     | 10,000.00         |
| 04/13/2026 | Ann Schneider & Assoc, LLC   | Regional Mobility Study             | 5,000.00          |
| 04/13/2026 | Dave Neal, Govt Consulting   | Legal Services-2026 Apr             | 1,800.00          |
| 04/13/2026 | Dixon/Heitman Collective     | Professional Services - Mar 26      | 2,000.00          |
| 04/13/2026 | Village of Symerton          | Centennial Promo & Comm Tourism     | 10,000.00         |
| 04/28/2026 | CitiBusiness Card            | Miscellaneous/Supplies              | 388.22            |
| 04/28/2026 | City of Wilmington           | Centennial Promo & Comm Tourism     | 10,000.00         |
| 04/29/2026 | CBH Video Production         | Rte 66 Centennial Road Show Video-A | 5,450.00          |
| 04/29/2026 | Verizon Wireless             | Business Phone Service-Apr          | 115.94            |
| 04/29/2026 | Village of Channahon         | Centennial Promo & Comm Tourism     | 10,000.00         |
| 05/11/2026 | City of Crest Hill           | Centennial Promo & Comm Tourism     | 10,000.00         |
| 05/11/2026 | Village of Rockdale          | Centennial Promo & Comm Tourism     | 10,000.00         |
| 05/13/2026 | Ann Schneider & Assoc, LLC   | Regional Mobility Study             | 5,000.00          |
| 05/13/2026 | Ann Schneider & Assoc, LLC   | Upper IL River Study                | 4,520.00          |
| 05/13/2026 | Dixon/Heitman Collective     | Professional Services - Apr 26      | 2,000.00          |
| 05/13/2026 | Kwasneski, Richard           | Misc Expenses                       | 150.00            |
| 05/13/2026 | Polsinelli Shughart PC       | General Matters                     | 3,832.50          |
| 05/28/2026 | Arthur M. Holz               | Arsenal Historical Picture Book     | 2,400.00          |
| 05/28/2026 | Ann Schneider & Assoc, LLC   | Upper IL River Study                | 19,380.00         |
| 05/28/2026 | OH Design Group              | Custom Bench - Rt. 66 Centennial    | 7,350.00          |
| 05/28/2026 | Village of Romeoville        | Centennial Promo & Comm Tourism     | 10,000.00         |
| 05/28/2026 | CitiBusiness Card            | Miscellaneous/Supplies              | 1,421.32          |
| 05/28/2026 | Dave Neal, Govt Consulting   | Legal Services-2026 May             | 1,800.00          |
| 05/28/2026 | Verizon Wireless             | Business Phone Service-May          | 115.96            |
| 06/12/2026 | Amer Great Lakes Ports Assoc | Member Subscription                 | 515.00            |
| 06/12/2026 | Ann Schneider & Assoc, LLC   | Regional Mobility Study             | 5,000.00          |
| 06/12/2026 | Dixon/Heitman Collective     | Professional Services - May 26      | 2,000.00          |
| 06/12/2026 | Polsinelli Shughart PC       | General Matters                     | 2,628.00          |
|            |                              |                                     | <u>186,247.63</u> |

**JADA**  
**Budget vs. Actual**  
July 2025 through June 2026

|                                  | <u>Jul '25 - Jun '26</u> | <u>Budget</u> | <u>Amended</u> | <u>Difference</u> |
|----------------------------------|--------------------------|---------------|----------------|-------------------|
| <b>Ordinary Income/Expense</b>   |                          |               |                |                   |
| <b>Income</b>                    |                          |               |                |                   |
| 4000 · All Income                |                          |               |                |                   |
| 4200 · State Income              |                          |               |                |                   |
| 4230 · DCEO                      |                          |               |                |                   |
| 4230.11 · Grant 25-203001        | 30,946.51                | 105,233.70    | 105,233.70     |                   |
| 4230.12 · Grant 26-203000        | 152,572.38               | 800,000.00    | 800,000.00     |                   |
| Total 4230 · DCEO                | 183,518.89               | 905,233.70    | 905,233.70     |                   |
| Total 4200 · State Income        | 183,518.89               | 905,233.70    | 905,233.70     | 0.00              |
| 4300 · Local Income              |                          |               |                |                   |
| 4303 · Interest Income           | 651.77                   | 100.00        | 1,000.00       | 900.00            |
| 4305 · Misc                      |                          |               |                |                   |
| 4305.6 · Consulting-CNT          | 35,000.00                | 60,000.00     | 60,000.00      |                   |
| Total 4305 · Misc                | 35,000.00                | 60,000.00     | 60,000.00      | 0.00              |
| 4306 · Service Charge            | -60.00                   | 0.00          | 0.00           |                   |
| 4310 · Bank Balance              | 0.00                     | 306,788.04    | 306,788.04     |                   |
| Total 4300 · Local Income        | 35,591.77                | 366,888.04    | 367,788.04     | 900.00            |
| Total 4000 · All Income          | 219,110.66               | 1,272,121.74  | 1,273,021.74   | 900.00            |
| <b>Total Income</b>              | 219,110.66               | 1,272,121.74  | 1,273,021.74   | 900.00            |
| <b>Expense</b>                   |                          |               |                |                   |
| 5000 · ADMINISTRATIVE BUDGET     |                          |               |                |                   |
| 5100 · Consultant                |                          |               |                |                   |
| 5110 · Legal                     | 28,148.00                | 30,000.00     | 32,000.00      | 2,000.00          |
| 5120 · Engineering               | 7,500.00                 | 10,000.00     | 10,000.00      |                   |
| 5140 · Misc                      | 0.00                     | 22,000.00     | 22,000.00      |                   |
| Total 5100 · Consultant          | 35,648.00                | 62,000.00     | 64,000.00      | 2,000.00          |
| 5200 · Contractual               |                          |               |                |                   |
| 5210 · Insurance-Liability       | 0.00                     | 1,600.00      | 1,600.00       |                   |
| 5220 · Audit Fees                | 0.00                     | 14,000.00     | 14,000.00      |                   |
| 5240 · Misc                      | 446.60                   | 10,000.00     | 10,000.00      |                   |
| 5260 · Transportation Projects   | 39,520.00                | 400,000.00    | 400,000.00     |                   |
| 5270 · Economic Development      | 0.00                     | 50,000.00     | 50,000.00      |                   |
| 5280 · Planning                  | 0.00                     | 100,000.00    | 70,000.00      | -30,000.00        |
| 5290 · Marketing/Tourism         | 129,867.50               | 200,000.00    | 183,000.00     | -17,000.00        |
| Total 5200 · Contractual         | 169,834.10               | 775,600.00    | 728,600.00     | -47,000.00        |
| 5400 · Fringe Benefits           |                          |               |                |                   |
| 5410 · FICA                      | 7,941.69                 | 5,810.00      | 8,500.00       | 2,690.00          |
| 5420 · MEDICARE                  | 1,857.32                 | 1,360.00      | 2,000.00       | 640.00            |
| 5440 · JADA-Benefit              |                          |               |                |                   |
| 5441 · Director-Benefit          | 14,184.28                | 15,473.76     | 15,473.76      |                   |
| Total 5440 · JADA-Benefit        | 14,184.28                | 15,473.76     | 15,473.76      |                   |
| Total 5400 · Fringe Benefits     | 23,983.29                | 22,643.76     | 25,973.76      | 3,330.00          |
| 5500 · Other Expense             |                          |               |                |                   |
| 5520 · Phones                    |                          |               |                |                   |
| 5523 · Cellular Phone Service    | 1,295.68                 | 1,300.00      | 1,400.00       | 100.00            |
| Total 5520 · Phones              | 1,295.68                 | 1,300.00      | 1,400.00       | 100.00            |
| 5530 · Rent                      |                          |               |                |                   |
| 5534 · Rent-Other                | 0.00                     | 2,160.00      | 2,160.00       |                   |
| Total 5530 · Rent                | 0.00                     | 2,160.00      | 2,160.00       | 0.00              |
| 5550 · Subscriptions/Ads/Notices | 1,160.00                 | 2,500.00      | 2,500.00       |                   |
| 5560 · Dues/Registrations        | 8,080.25                 | 490.00        | 8,500.00       | 8,010.00          |
| 5580 · Misc                      | 121.65                   | 2,099.03      | 1,389.03       | -710.00           |
| Total 5500 · Other Expense       | 10,657.58                | 8,549.03      | 15,949.03      | 7,400.00          |
| 5600 · Personnel                 |                          |               |                |                   |

**JADA**  
**Budget vs. Actual**  
July 2025 through June 2026

|                                                      | <b>Jul '25 - Jun 26</b> | <b>Budget</b>       | <b>Amended</b>      | <b>Difference</b> |
|------------------------------------------------------|-------------------------|---------------------|---------------------|-------------------|
| 5610 · Director-Salary                               | 39,856.74               | 43,480.08           | 43,480.08           |                   |
| 5620 · Admin-Salary                                  | 33,868.12               | 36,947.13           | 36,947.13           |                   |
| <b>Total 5600 · Personnel</b>                        | <b>73,724.86</b>        | <b>80,427.21</b>    | <b>80,427.21</b>    | <b>0.00</b>       |
| 5700 · Supplies                                      |                         |                     |                     |                   |
| 5710 · Office                                        | 154.79                  | 250.00              | 250.00              |                   |
| 5720 · Misc                                          | 0.00                    | 450.00              | 450.00              |                   |
| <b>Total 5700 · Supplies</b>                         | <b>154.79</b>           | <b>700.00</b>       | <b>700.00</b>       | <b>0.00</b>       |
| 5800 · Travel                                        |                         |                     |                     |                   |
| 5810 · Lodging                                       | 0.00                    | 250.00              | 250.00              |                   |
| 5830 · Meals                                         | 803.96                  | 250.00              | 1,000.00            | 750.00            |
| <b>Total 5800 · Travel</b>                           | <b>803.96</b>           | <b>500.00</b>       | <b>1,250.00</b>     | <b>750.00</b>     |
| <b>5900 · MARKETING &amp; PUBLIC RELATIONS</b>       |                         |                     |                     |                   |
| 5910 · Web Site Dev & Maintenance                    | 26,836.97               | 24,340.00           | 27,000.00           | 2,660.00          |
| 5920 · Marketing & Public Relations                  | 179.00                  | 25,000.00           | 15,000.00           | -10,000.00        |
| <b>Total 5900 · MARKETING &amp; PUBLIC RELATIONS</b> | <b>27,015.97</b>        | <b>49,340.00</b>    | <b>42,000.00</b>    | <b>-7,340.00</b>  |
| <b>Total 5000 · ADMINISTRATIVE BUDGET</b>            | <b>341,822.55</b>       | <b>999,760.00</b>   | <b>958,900.00</b>   | <b>-40,860.00</b> |
| <b>9000 · FINANCIAL &amp; CAPITAL PROJECTS</b>       |                         |                     |                     |                   |
| 9070 · Construction                                  | 0.00                    | 0.00                | 0.00                |                   |
| <b>Total 9000 · FINANCIAL &amp; CAPITAL PROJECTS</b> | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>       |
| 9999 · Payroll Expenses                              | 41,438.90               | 240.00              | 42,000.00           | 41,760.00         |
| <b>Total Expense</b>                                 | <b>383,261.45</b>       | <b>1,000,000.00</b> | <b>1,000,900.00</b> | <b>900.00</b>     |
| <b>Net Ordinary Income</b>                           | <b>-164,150.79</b>      | <b>272,121.74</b>   | <b>272,121.74</b>   | <b>0.00</b>       |
| <b>Other Income/Expense</b>                          |                         |                     |                     |                   |
| <b>Other Income</b>                                  | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>       |
| <b>Net Other Income</b>                              | <b>0.00</b>             | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>       |
| <b>Net Income</b>                                    | <b>-164,150.79</b>      | <b>272,121.74</b>   | <b>272,121.74</b>   | <b>0.00</b>       |

## AGREEMENT BETWEEN JADA AND ENGINEER

THIS IS AN AGREEMENT made effective on April 15th, 2026 between Joliet Arsenal Development Authority (JADA) and CDM Smith Inc. ("ENGINEER").

JADA's Project is generally identified as follows: Regional Mobility and Freight Management Study: Reimagining IL 53 and Improving Regional Connectivity (the "Project").

JADA and ENGINEER, in consideration of their mutual covenants herein, agree in respect of the performance or furnishing of services by ENGINEER to the Project and the payment for those services by JADA as set forth below. Execution of this Agreement by ENGINEER and JADA constitutes JADA's written authorization to ENGINEER to proceed on the date first above written with the Services described in Article 1 below.

### 1. SCOPE OF SERVICES

- 1.1 ENGINEER agrees to perform, or cause to be performed, for JADA services as described in Exhibit A (hereinafter referred to as "Services") in accordance with the requirements outlined in this Agreement.

### 2. TIMES FOR RENDERING SERVICES

- 2.1 Specific time periods and/or specific dates for the performance of ENGINEER's Services are set forth in Exhibit A.
- 2.2 If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.3 If JADA authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- 2.4 JADA shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services. If ENGINEER's services are delayed or suspended in whole or in part by JADA for more than three months through no fault of ENGINEER, ENGINEER shall be entitled to equitable adjustment of the schedule and of rates and amounts of compensation provided for elsewhere in this Agreement to reflect, among other things, reasonable costs incurred by ENGINEER in connection with such delay or suspension and reactivation.

### 3. JADA'S RESPONSIBILITIES

JADA shall:

- 3.1 Pay the ENGINEER in accordance with the terms of this Agreement.
- 3.2 Designate in writing a person to act as JADA's representative with respect to the services to be performed or furnished by ENGINEER under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret, and define JADA's policies and decisions with respect to ENGINEER's services for the Project.
- 3.3 Provide all criteria and full information as to JADA's requirements for the Project, including, as applicable to the Services, design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and furnish copies of all design and construction standards which JADA will require to be included in the Drawings and Specifications.
- 3.4 Be responsible for all requirements and instructions that it furnishes to ENGINEER, and for the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by JADA to ENGINEER pursuant to this Agreement
- 3.5 Give prompt written notice to ENGINEER whenever JADA observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of ENGINEER's Services or any relevant, material defect or nonconformance in ENGINEER's Services or in the work of any Contractor employed by JADA on the Project.
- 3.6 Bear all costs incident to compliance with the requirements of this Article 3.

#### **4. PAYMENTS TO ENGINEER FOR SERVICES**

##### **4.1 Methods of Payment for Services of ENGINEER.**

- 4.1.1 JADA shall pay ENGINEER for Services performed or furnished under this Agreement or as described in Exhibit A. The amount of any excise, VAT, or gross receipts tax that may be imposed shall be added to the compensation shown in Exhibit B. If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional taxes for reimbursement by JADA. JADA shall reimburse Engineer for the cost of such invoiced additional taxes in addition to the compensation to which Engineer is entitled.
- 4.1.2 Invoices for Services will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to JADA by ENGINEER at least monthly. Payments are due within 30 days of receipt of invoice.
- 4.1.3 If JADA fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to JADA, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

- 4.1.4 JADA agrees to pay ENGINEER all costs of collection including but not limited to reasonable attorneys' fees, collection fees and court costs incurred by ENGINEER to collect properly due payments.
- 4.1.5 Payments for services provided are subject to the appropriation of funds by the JADA Board. Appropriation of funds by the JADA Board is subject to funding sources including state and local grants. In the event that funds for this Project are not appropriated or are otherwise unavailable, JADA reserves the right to pause or terminate this Contract upon [30] days' written notice to CDM Smith Inc. Upon such pause or termination, the Client shall pay the Contractor for all work satisfactorily performed and expenses incurred up to the effective date of pause or termination, but shall have no further liability for future payments or lost profits.

## **5. GENERAL CONDITIONS**

### **5.1 Standard of Care**

The standard of care for all professional engineering and related services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar conditions at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

### **5.2 Technical Accuracy**

JADA shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in JADA-furnished information.

### **5.3 Opinions of Probable Construction Cost**

Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If JADA requires greater assurance as to probable Construction Cost, then JADA agrees to obtain an independent cost estimate.

### **5.4 Reliance on JADA Provided Information**

ENGINEER may use and rely on such requirements, programs, instructions, reports, data, and information provided by the JADA in performing or furnishing services under this Agreement. ENGINEER's scope of work does not include verifying JADA Provided Information for accuracy or completeness. JADA may request an independent review of JADA Provided Information by ENGINEER pursuant to a mutually agreed amendment to this Agreement. ENGINEER shall be entitled to an adjustment in price and schedule to the extent that any corrective action in ENGINEER's Services arises out of inaccurate JADA Provided Information.

In the case where the ENGINEER's scope includes taking a preliminary or conceptual design that was prepared by another consultant for the JADA and further developing that design to the level where it is appropriate to be issued for construction or bidding, ENGINEER shall not be responsible for latent errors or mistakes that are incorporated in that preliminary or conceptual design. Except where ENGINEER's scope explicitly includes a duty to validate or verify the preliminary or conceptual design or the underlying data and calculations, and then except only to the extent of the duty expressed in the scope, ENGINEER shall be entitled to rely on the preliminary or conceptual design as it appears in the documents provided by JADA.

## 5.5 Compliance with Laws and Regulations, and Policies and Procedures

- 5.5.1 Engineer and JADA shall comply with applicable Laws and Regulations.
- 5.5.2 This Agreement is based on Laws and Regulations procedures as of the Effective Date. Changes after the Effective Date to Laws and Regulations may be the basis for modifications to JADA's responsibilities or to Engineer's scope of services, times of performance, or compensation.
- 5.5.3 Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. JADA agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- 5.5.4 Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- 5.5.5 Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- 5.5.6 Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- 5.5.7 Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- 5.5.8 Engineer's services do not include providing legal advice or representation.
- 5.5.9 Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising JADA, or any municipal entity or

other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- 5.5.10 While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and JADA's safety programs of which Engineer has been informed in writing.

## 5.6 Termination

The obligation to provide further services under this Agreement may be terminated:

- 5.6.1 The obligation to provide further services under this Agreement may be terminated for cause:
- A. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
  - B. by Engineer:
    - a) upon seven days written notice if JADA demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
    - b) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
    - c) Engineer shall have no liability to JADA on account of such termination.
  - C. Notwithstanding the foregoing, this Agreement will not terminate for cause if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- 5.6.2 The obligation to provide further services under this Agreement may be terminated for convenience, by JADA effective upon Engineer's receipt of notice from JADA.
- 5.6.3 Effective Date of Termination: The terminating party under Paragraph 5.6.1 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

#### 5.6.4 Payments Upon Termination:

- A. In the event of any termination under Paragraph 5.6, Engineer will be entitled to invoice JADA and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, JADA shall have the limited right to the use of Documents, at JADA's sole risk, subject to the provisions of Paragraph 5.6.
- B. In the event of termination by JADA for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 5.6.4.a, to invoice JADA and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs.

#### 5.7 Use of Documents

- 5.7.1 All Documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether or not the Project is completed.
- 5.7.2 If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to JADA at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- 5.7.3 JADA and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol. If this Agreement does not establish protocols for electronic or digital transmittals, then JADA and Engineer shall jointly develop such protocols. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.
- 5.7.4 JADA may make and retain copies of Documents for information and reference in connection with use on the Project by JADA. Upon receipt of full payment due and owing for all Services, ENGINEER grants JADA a license to use the Documents on the Project, extensions of the Project, and related uses of JADA, subject to the following limitations: (1) JADA acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by ENGINEER, or for use or reuse by JADA or others on extensions of the Project or on any other project without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at JADA's sole risk and without liability or legal exposure to ENGINEER or to ENGINEER's Consultants; (3) JADA shall indemnify and hold harmless ENGINEER and ENGINEER's Consultants from all claims,

damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification without written verification, completion, or adaptation by ENGINEER; and (4) such limited license to JADA shall not create any rights in third parties.

5.7.5 If ENGINEER at JADA's request verifies or adapts the Documents for extensions of the Project or for any other project, then JADA shall compensate ENGINEER at rates or in an amount to be agreed upon by JADA and ENGINEER.

## 5.8 Controlling Law

This Agreement is to be governed by the Laws and Regulations of the State of Illinois.

## 5.9 Mutual Waiver of Consequential Damages

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers, agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including, but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

## 5.10 Limitation of Liability

In no event shall ENGINEER's total liability to JADA and/or any of the JADA's officers, employees, agents, contractors or subcontractors for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this agreement from cause or causes, including, but not limited to, ENGINEER's wrongful act, omission, negligence, errors, strict liability, breach of contract, breach of warranty, express or implied, exceed the total amount of fee paid to ENGINEER under this agreement or \$50,000, whichever is greater.

## 5.11 Successors and Assigns

5.11.1 JADA and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of JADA and ENGINEER (and to the extent permitted by paragraph 5.10.2 the assigns of JADA and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

5.11.2 Neither JADA nor ENGINEER may assign, sublet or transfer any rights under or interest (including, but without limitation, moneys that may become due or moneys that are due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

5.11.3 Unless expressly provided otherwise in this Agreement:

- A. Nothing in this Agreement shall be construed to create, impose or give rise to any duty owed by ENGINEER to any Constructor, other person or entity, or to any surety for or employee of any of them, or give any rights in or benefits under this Agreement to anyone other than JADA and ENGINEER.
- B. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of JADA and ENGINEER and not for the benefit of any other party.

#### 5.12 Notices

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears on the signature page to this Agreement (as modified in writing from time to time by such party) and given personally, by registered or certified mail, return receipt requested, by facsimile, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt.

#### 5.13 Severability

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

#### 5.14 Changed Conditions

If concealed or unknown conditions that affect the performance of the Services are encountered, which conditions are not ordinarily found to exist or which differ materially from those generally recognized as inherent in the Services of the character provided for under this Agreement or which could not have reasonably been anticipated, notice by the observing party shall be given promptly to the other party and, if possible, before conditions are disturbed. Upon claim by the ENGINEER, the payment and schedule shall be equitably adjusted for such concealed or unknown condition by change order or amendment to reflect additions that result from such concealed, changed, or unknown conditions.

#### 5.15 Environmental Site Conditions

5.15.1 It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to Constituents of Concern, as defined in Article 6. If ENGINEER or any other party encounters an undisclosed Constituent of Concern, or if investigative or remedial action, or other professional services, are necessary with respect to disclosed or undisclosed Constituents of Concern as defined in Article 6, then ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until JADA: (1) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Constituents of Concern, and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

5.15.2 If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of ENGINEER's services under this Agreement, then the ENGINEER shall have

the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on 30 days' notice.

- 5.15.3 JADA acknowledges that ENGINEER is performing professional services for JADA and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, so defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with ENGINEER's activities under this Agreement.

#### 5.16 Insurance

ENGINEER shall procure and maintain insurance for protection from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims or damages because of injury to or destruction of property.

#### 5.17 Discovery

ENGINEER shall be entitled to compensation on a time and materials basis when responding to all requests for discovery relating to this Project and to extent that ENGINEER is not a party to the lawsuit.

#### 5.18 Nondiscrimination and Affirmative Action

In connection with its performance under this Agreement, ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. ENGINEER shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, age, sex, marital status, sexual orientation or affectional preference, national origin, ancestry, citizenship, physical or mental handicap or because he or she is a disabled veteran or veteran of the Vietnam era. Such actions shall include recruiting and hiring, selection for training, promotion, fixing rates or other compensation, benefits, transfers and layoff or termination.

#### 5.19 Force Majeure

Any delays in or failure of performance by ENGINEER shall not constitute a default under this Agreement if such delays or failures of performance are caused by occurrences beyond the reasonable control of ENGINEER including but not limited to: acts of God or the public enemy; expropriation or confiscation; compliance with any order of any governmental authority; changes in law; act of war, rebellion, terrorism or sabotage or damage resulting therefrom; fires, floods, explosions, accidents, riots; strikes or other concerted acts of workmen, whether direct or indirect; delays in permitting; JADA's failure to provide data in JADA's possession or provide necessary comments in connection with any required reports prepared by ENGINEER, or any other

causes which are beyond the reasonable control of ENGINEER. ENGINEER's scheduled completion date shall be adjusted to account for any force majeure delay and ENGINEER shall be reimbursed by JADA for all costs incurred in connection with or arising from a force majeure event, including but not limited to those costs incurred in the exercise of reasonable diligence to avoid or mitigate a force majeure event.

#### 5.20 Waiver

Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

#### 5.21 Headings

The headings used in this Agreement are for general reference only and do not have special significance.

#### 5.22 Subcontractors

ENGINEER may utilize such ENGINEER's Subcontractors as ENGINEER deems necessary to assist in the performance of its Services.

#### 5.23 Coordination with Other Documents

It is the intention of the parties that if the ENGINEER's Services include design then the Standard General Conditions will be used as the General Conditions for the Project and that all amendments thereof and supplements thereto will be generally consistent therewith. Except as otherwise defined herein, the terms which have an initial capital letter in this Agreement and are defined in the Standard General Conditions will be used in this Agreement as defined in the Standard General Conditions. The term "defective" will be used in this Agreement as defined in the Standard General Conditions.

#### 5.24 Purchase Order

Notwithstanding anything to the contrary contained in any purchase order or in this Agreement, any purchase order issued by JADA to ENGINEER shall be only for accounting purposes for JADA and the pre-printed terms and conditions contained on any such purchase order are not incorporated herein, shall not apply to this Agreement, and shall be void for the purposes of the Services performed by ENGINEER under this Agreement.

#### 5.25 Dispute Resolution

In the event of any dispute between the parties arising out of or in connection with the contract or the services or work contemplated herein; the parties agree to first make a good faith effort to resolve the dispute informally. Negotiations shall take place between the designated principals of each party. If the parties are unable to resolve the dispute through negotiation within 45 days, then either party may give written notice within 10 days thereafter that it elects to proceed with non-binding mediation pursuant to the commercial mediation rules of the American Arbitration Association. In the event that mediation is not invoked by the parties or that the mediation is unsuccessful in resolving the dispute, then either party may submit the controversy to a court of

competent jurisdiction. The foregoing is a condition precedent to the filing of any action other than an action for injunctive relief or if a Statute of Limitations may expire.

Each party shall be responsible for its own costs and expenses including attorneys' fees and court costs incurred in the course of any dispute, mediation, or legal proceeding. The fees of the mediator and any filing fees shall be shared equally by the parties.

## **6. DEFINITIONS**

Whenever used in this Agreement the following terms have the meanings indicated which are applicable to both the singular and the plural.

### **6.1 Agreement**

This Agreement between JADA and ENGINEER for Professional Services including those exhibits listed in Article 7.

### **6.2 Constituent of Concern**

Any substance, product, waste, or other material of any nature whatsoever (including, but not limited to, Asbestos, Petroleum, Radioactive Material, and PCBs) which is or becomes listed, regulated, or addressed pursuant to: (1) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (2) the Hazardous Materials Transportation Act, 49 U.S.C. §§1801 et seq.; (3) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (4) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (5) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (6) the Clean Air Act, 42 U.S.C. §§7401 et seq.; and (7) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

### **6.3 Construction Cost – •**

The total cost to JADA of those portions of the entire Project designed or specified by ENGINEER. Construction Cost does not include ENGINEER's compensation and expenses, the cost of land, rights-of-way, or compensation for or damages to properties, or JADA's legal, accounting, insurance counseling or auditing services, or interest and financing charges incurred in connection with the Project or the cost of other services to be provided by others to JADA pursuant to Article 3. Construction Cost is one of the items comprising Total Project Costs.

### **6.4 Constructor**

Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, JADA's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

### **6.5 Contractor\*\***

The person or entity with whom JADA enters into a written agreement covering construction work to be performed or furnished with respect to the Project.

**6.6 Documents**

As applicable to the Services, the data, reports, drawings, specifications, record drawings and other deliverables, whether in printed or electronic media format, provided or furnished by ENGINEER to JADA pursuant to the terms of this Agreement.

**6.7 ENGINEER's Subcontractor.**

A person or entity having a contract with ENGINEER to perform or furnish Services as ENGINEER's independent professional subcontractor engaged directly on the Project.

**6.8 Reimbursable Expenses.**

The expenses incurred directly in connection with the performance or furnishing of Services for the Project for which JADA shall pay ENGINEER as indicated in Exhibit .

**6.9 Resident Project Representative\*\***

The authorized representative of ENGINEER who will be assigned to assist ENGINEER at the site during the Construction Phase. The Resident Project Representative will be ENGINEER's agent or employee and under ENGINEER's supervision. As used herein, the term Resident Project Representative includes any assistants of Resident Project Representative agreed to by JADA. The duties and responsibilities of the Resident Project Representative are set forth in Exhibit B, "Duties, Responsibilities and Limitations of Authority of Resident Project Representative" ("Exhibit B").

**6.10 Standard General Conditions\*\***

The Standard General Conditions of the Construction Contract of the Engineers Joint Contract Documents Committee.

**6.11 Total Project Costs\*\***

The sum of the Construction Cost, allowances for contingencies, the total costs of design professional and related services provided by ENGINEER and (on the basis of information furnished by JADA) allowances for such other items as charges of all other professionals and consultants, for the cost of land and rights-of-way, for compensation for or damages to properties, for interest and financing charges and for other services to be provided by others to JADA under Article 3.

**6.12 Work\*\***

The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and; furnishing, installing, and incorporating all materials and equipment into such

construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

*\*\* This provision is applicable for projects where ENGINEER provides Design, Bidding and/or Construction Phase Services.*

## **7. EXHIBITS AND SPECIAL PROVISIONS**

- 7.1 This Agreement is subject to the provisions of the following Exhibits which are attached to and made a part of the Agreement:

Exhibit A - Engineer's Services, JADA's Responsibilities, Time for Performance, Method of Payment, and Special Provisions.

Exhibit B - Cost Estimate for Consultant Services (CECS)

Exhibit C - Not used.

Signature page follows.

This Agreement and the Exhibits identified above constitute the entire agreement between JADA and ENGINEER and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first above written.

**JADA:**

**ENGINEER:**

\_\_\_\_\_  
Name: Rick Kwasneski

\_\_\_\_\_  
Name: Steve S. Pasinski

Title: Executive Director

Title: Vice President | Client Sales Leader

Date:

Date:

Address for giving notices:  
15905 S. Frederick St  
Suite 107  
Plainfield, IL 60586

Address for giving notices:  
CDM Smith  
125 S. Wacker Drive, Suite 2510  
Chicago, IL 60606

# Regional Mobility and Freight Management Study

## Reimagining IL 53 and Improving Regional Connectivity

### Exhibit A: Scope of Services

The following scope of work describes the technical activities required for the Regional Mobility and Freight Management Study: Reimagining IL 53 and Improving Regional Connectivity. The study is commissioned by the Joliet Arsenal Development Authority (JADA) in partnership with the Will County Governmental League (WCGL), Will County, the City of Joliet, and surrounding municipalities.

The study area encompasses the IL 53 corridor from I-55 south through Wilmington, including adjacent corridors and connections that serve freight movement in the region. The 24-month period of performance extends from April 2026 through March 2028.

This study builds on prior planning investments in the corridor, including the Will County Community Friendly Freight Mobility Plan (CFFMP, 2017), the Joliet Intermodal Transportation Master Plan (JITMP, 2022), Moving Will County (2021), the Will County Long Range Transportation Plan (LRTP, 2025), the Grundy County Multimodal Transportation Master Plan (2024), and IDOT's IL 53 Phase I Engineering Study. The approach prioritizes leveraging existing data and analysis, minimizing duplication, and focusing resources on implementation-oriented outcomes.

### Phasing Overview

The scope is organized into seven tasks grouped into four overlapping phases that reflect the progression from data gathering through implementation planning. The project management and governance tasks run continuously throughout the study period.

| Phase | Title                      | Months | Tasks                                                                 |
|-------|----------------------------|--------|-----------------------------------------------------------------------|
| --    | Project Management         | 1-24   | 1.0 Project Management and Coordination                               |
| --    | Governance + Collaboration | 1-24   | 2.0 Governance + Collaboration                                        |
| 1     | Foundation                 | 1-9    | 3.0 Baseline Assessment<br>4.0 Data Collection + Analysis             |
| 2     | Quick Wins                 | 4-12   | 5.0 Short-Term Recommendations                                        |
| 3     | Long-Term Vision           | 7-20   | 6.0 Long-Term Vision                                                  |
| 4     | Implementation             | 12-24  | 7.0 Funding + Implementation<br>8.0 Documentation + Executive Summary |

## Deliverable Format: Briefing Books

Deliverables produced under this scope will be prepared as Briefing Books. Briefing Books are visually oriented summary documents that communicate findings, data, and recommendations using graphics, maps, tables, and summary narratives rather than extended prose. They are designed for consumption by audiences ranging from technical staff to elected officials who may not be embedded in the day-to-day technical work. Methodology and supporting data will be documented in appendices. The final Executive Summary will follow a similar visual format, supplemented by technical appendices derived from the Briefing Books.

## 1.0 - Project Management and Coordination

The project team will provide ongoing management, coordination, and quality assurance throughout the 24-month study period. This work will ensure that all technical tasks are delivered on schedule, align with agreed-upon assumptions, and remain coordinated with JADA, WCGL, and participating municipal partners. Project management activities will focus on maintaining clear communication, proactively addressing issues, and ensuring that study components progress in a cohesive manner.

### 1.1 - Project Kickoff and Workplan Confirmation

At the outset of the study, the team will confirm the scope, assumptions, roles, deliverables, and reporting expectations. The kickoff phase will establish the project schedule, task sequencing, communication protocols, and expectations for coordination with JADA and partner agencies.

**One virtual kickoff meeting** is included under this scope. The kickoff meeting will not expand the scope or level of effort beyond what is defined in this document unless explicitly authorized by JADA. A project quality management (PQM) meeting will be held at project initiation to confirm QA/QC procedures, roles, deliverable review standards, and internal coordination protocols.

### 1.2 - Ongoing Project Management and Integration

Throughout the study period, the project team will maintain regular communication with JADA through recurring status meetings held bi-weekly. These meetings will track progress against the workplan, discuss the status of technical work products, and share interim analytical results as they become available. The project team will prepare concise materials for each meeting. **Up to 48 bi-weekly virtual status meetings** over the 24-month study period are included.

In addition to the regular bi-weekly meetings, **up to four ad-hoc virtual meetings** will be available for use at JADA's discretion to address emerging issues, review specific technical elements, or coordinate around decision points.

The project team will prepare an initial project schedule at the outset of the study and provide **up to three schedule updates** to JADA throughout the 24-month period of performance.

All meetings under this task are assumed to be virtual.

### 1.3 – Quality Control / Quality Assurance

Quality assurance will be integrated into all phases of the study. The team will apply internal QCQA procedures to technical deliverables, datasets, and documentation materials.

Independent technical checks will be conducted at milestone deliverables (Existing Conditions Briefing Book, Quick Wins Implementation Plan, Long-Term Vision Briefing Book, and Executive Summary) to verify that methods, inputs, and results are internally consistent and appropriate for the study's planning-level objectives. A separate internal QA plan will be developed for the project including quality documentation procedures which will be followed throughout the project.

#### **Deliverables:**

- Project schedule
- Monthly progress reports and invoices

## 2.0 - Governance and Collaboration

*This task spans the full study period (Maximum of 24 months), with engagement activities phased to align with the progression of technical work.*

The team will develop a practical governance and collaboration framework that encourages both short- and long-term regional action on corridor improvements. This framework and its accompanying recommendations will be built through the following coordination efforts:

- One-on-one or small group stakeholder interviews
- The establishment of two working groups: the Technical Advisory Group and the Corridor Advisory Group

Efforts are explained in greater detail in the subsections below.

### 2.1 - Stakeholder Interviews

Throughout the project, the team will conduct **up to 18 targeted stakeholder virtual interviews** with corridor municipalities, IDOT, Will County, freight operators, and other partners identified by JADA. Most stakeholder interviews will take place during the initial months of the study to document each organization's respective issues, priorities, and collaboration opportunities. However, some interviews will occur during the study's later months to review draft study recommendations, priorities, and next steps.

The team will facilitate early conversations using tailored interview questions to build upon information previously collected through prior regional projects and studies. Interviews will be held either one-on-one with the organization or in small groups (as appropriate). Interviews will be in virtual format.

Information gathered from these interviews will be used to establish a baseline of existing conditions and inform the corridor and technical advisory groups' meeting content and overall study recommendations, priorities, partnership opportunities and potential funding sources.

Recommended stakeholders include the following:

- Cities of Joliet, Lockport, and Wilmington
- Villages of Channahon, Elwood, and Romeoville
- Will County Division of Transportation
- Will County Office of the Executive
- Will County Governmental League
- IDOT
- Townships (small group meeting/interview)
- CenterPoint and NorthPoint
- Railroads: BNSF, Canadian National, and Union Pacific Railways
- Trucking associations (small group meeting/interview)

## 2.2 – Technical Advisory Group

Following initial stakeholder interviews, the team will establish and facilitate a multi-agency Technical Advisory Group (TAG), which will be comprised of representatives from corridor municipalities, the Will County Division of Transportation, WCGL, and state and regional agencies (e.g., IDOT, CMAP). Agencies identified for this group either have jurisdiction over impacted facilities or may be responsible for leading the implementation of improvements.

Members will be asked to review and discuss existing conditions, develop a corridor vision and goals, review redesign concepts, make decisions regarding short- and long-term recommendations, identify potential implementation agencies, discuss funding sources, and support a coordinated action plan for future corridor improvements.

**Four Technical Advisory Group** virtual meetings are positioned at decision points throughout the 24-month study:

- Meeting 1: Baseline findings and stakeholder priorities, quick win concepts for input
- Meeting 2: Quick win implementation roadmap, long-term concept introduction
- Meeting 3: Long-term concept refinement, trade-off discussion, implementation priorities
- Meeting 4: Combined CAG and TAG meeting on Study findings presentation

The team will prepare agendas, presentation materials, and meeting summaries for each Technical Advisory Group meeting.

## 2.3 – Corridor Advisory Group

In addition to the Technical Advisory Group, the team will establish a broader corridor partner group within the study's first four months. Distinct from the stakeholder interviews, Corridor Advisory Group meetings will serve as opportunities to inform corridor municipalities of ongoing project efforts. Members of this advisory group will consist of public agencies that own, maintain, or fund public infrastructure that may not be directly affected by recommendations but can provide feedback and insight into the broader benefits or impacts to their respective

constituencies and infrastructure. This group will also be comprised of freight operators, trucking associations, and economic development organizations.

Corridor Advisory Group members will be expected to provide high-level input on study proceedings, and where applicable, provide guidance on drafting short- and long-term recommendations.

**Four Corridor Advisory Group virtual meetings** are positioned at decision points throughout the 24-month study to keep members informed of progress and receive feedback on key issues that will be used to inform decision-making:

- Meeting 1: Study introduction, baseline findings preview, identify and align stakeholder priorities, quick win feedback
- Meeting 2: Long-term concept refinement, trade-off discussion and seek guidance on governance strategies
- Meeting 3: Review and provide feedback on draft recommendations, governance strategy, and implementation priorities
- Meeting 4: Combined CAG and TAG meeting on Study findings presentation

The team will prepare agendas, presentation materials, and meeting summaries for each Corridor Working Group meeting.

## 2.4 Stakeholder Engagement Schedule

The anticipated overall stakeholder engagement schedule is as follows:

| Months | Anticipated Engagement Activity                                                                                                                                                                 |
|--------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1-3    | <ul style="list-style-type: none"> <li>• Month 1-3: Stakeholder interviews</li> </ul>                                                                                                           |
| 4-9    | <ul style="list-style-type: none"> <li>• Month 6: Technical Advisory Committee Meeting #1</li> <li>• Month 8: Corridor Advisory Group Meeting #1</li> </ul>                                     |
| 10-14  | <ul style="list-style-type: none"> <li>• Month 12: Technical Advisory Committee Meeting #2</li> <li>• Month 13: Corridor Advisory Group Meeting #2</li> </ul>                                   |
| 15-19  | <ul style="list-style-type: none"> <li>• Stakeholder interviews</li> <li>• Month 16: Technical Advisory Committee Meeting #3</li> <li>• Month 17: Corridor Advisory Group Meeting #3</li> </ul> |
| 20-24  | <ul style="list-style-type: none"> <li>• Month 22: Combined CAG and Technical Advisory Committee Meeting #4</li> </ul>                                                                          |

## 2.5 - Governance Strategy and Long-Term Framework

Using feedback from stakeholder interviews, Corridor Advisory/Technical Advisory Group meetings, and data analysis, the team will develop a long-term governance and engagement strategy. Recommendations will address interagency coordination structures, shared functions,

data and policy alignment, implementation strategies, funding opportunities, and sustainability of the governance framework beyond the JADA charter sunset in 2030.

A roadmap for understanding the process for interagency coordination will be developed. Development of formal Intergovernmental Agreements (IGAs) or Memoranda of Understanding (MOUs) is not included under this scope.

**Deliverables:**

- Documentation of outreach activities, feedback received, and how input was incorporated into recommendations, along with accompanying stakeholder engagement tracker
- Corridor/Technical Advisory Groups' meeting materials, agendas, and summaries
- Long-term governance strategy memorandum
- Four TAG and four CAG meetings, with up to four in person meetings and the remainder being virtual.

## **Phase 1: Foundation (Months 1-9)**

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### **3.0 - Baseline Assessment**

The baseline assessment will synthesize existing planning studies, validate current corridor conditions, and identify gaps that inform subsequent data collection and analysis. This task leverages prior planning work completed in and around the study area, minimizing duplication while ensuring a complete and current understanding of corridor conditions.

The team will prepare and issue a data request to IDOT, Will County, WCGL, and corridor municipalities **within two weeks of Notice to Proceed** to initiate the data compilation process.

### **3.1 - Planning Synthesis and Gap Analysis**

The team will compile and cross-reference findings from the following prior studies:

- Will County Community Friendly Freight Mobility Plan (CFFMP, 2017)
- Will County 2026 - 2031 TIP
- Joliet Intermodal Transportation Master Plan (JITMP, 2022)
- Moving Will County (2021)
- Will County Long Range Transportation Plan (LRTP, 2025)
- Grundy County Multimodal Transportation Master Plan (2024)
- IDOT IL 53 Phase I Engineering Study
- Wilmington-Peotone Road PEL Study
- Caton Farm-Bruce Road PEL Study
- Illinois 2023 District 1 Freight Plan

The synthesis will document corridor-wide and segment-specific solutions already identified and their implementation status. The synthesis will also identify where prior recommendations require reassessment in light of changed conditions, including new development, updated traffic patterns, and infrastructure projects completed or initiated since the prior studies were conducted.

**One planning synthesis matrix** will be prepared, consolidating findings across all reviewed studies. The matrix will be completed in advance of data collection activities under Task 4.0.

### 3.2 - Coordination with Active and Recently Completed Projects

The baseline will account for infrastructure projects currently in development that will affect corridor operations. These include:

- I-55 PEL Study (I-80 to IL 113)
- IDOT Phase I studies for I-55 at Lorenzo Road and IL 129 (preferred alternative identified)
- I-55/IL 59 interchange reconfiguration (completed)
- Houbolt Road bridge improvements (completed 2024)
- WCDOT Laraway Road Phase II rehabilitation (ongoing, phased west to east)
- WCDOT Weber Road Improvements south of I-55
- I-80 add-lanes reconstruction with interchange improvements
- Wilmington-Peotone Road Phase I Study
- IL 126 and Airport-Lockport Road at I-55 Interchange Improvements
- IL 53/I-55/I-355/Joliet Road Interchange Improvements
- City of Joliet Laraway Road improvements and Grade Separation (West of U.S. 52)

The team will establish the status of each active project and identify where this study can build on or complement work in progress. Information on planned developments in the corridor area will be incorporated to the extent that data is made available by third parties during the study period. The team is not responsible for generating original data or forecasts for projects outside the study scope.

### 3.3 - Freight Generator and Development Inventory Update

The team will update the inventory of freight generators, intermodal terminals, warehouses, and distribution facilities to reflect development that has occurred since the most recent planning studies. This includes expansions within the CenterPoint footprint, NorthPoint development, and new logistics facilities along the corridor. The update will be a desktop review of approved and constructed development using publicly available permit records, municipal development approvals, and information provided by JADA and partner agencies. No original land use forecasting or site visits are included.

### 3.4 - Truck Route and Policy Review

The team will review local truck route ordinances, weight restrictions, and enforcement practices across corridor municipalities to identify inconsistencies that create confusion for carriers or allow trucks to bypass designated routes. The review will include:

- Current truck route designations and their adoption status with IDOT's statewide truck route map
- Oversize/overweight permitting coordination between IDOT, Will County, and local jurisdictions
- Jurisdictional transfer considerations along the corridor, including the status of issues identified in IDOT's IL 53 Phase I Study
- Comparison of truck route policies across **corridor municipalities, including Lockport, Romeoville, Joliet, Elwood, and Wilmington**

The review will be documented as a component of the Existing Conditions Briefing Book.

#### ***Deliverables:***

- Data request to agencies
- Planning Synthesis and Gap Analysis (appendix to Existing Conditions Briefing Book)
- Updated freight generator and development inventory (GIS format)
- Truck route and policy review (included in Existing Conditions Briefing Book)
- Existing Conditions Briefing Book

## 4.0 - Data Collection and Analysis

The data collection and analysis program will assemble the analytical foundation for the study. This task is informed by the gap analysis completed under Task 3.0 and focuses resources on addressing data needs not adequately covered by prior work. The approach prioritizes leveraging existing data from prior studies, the Will County LRTP, and IDOT sources, with targeted new data procurement where gaps exist.

### 4.1 - Data Compilation and Integration

The team will compile existing data from IDOT, Will County, municipalities, and JADA, including traffic counts, signal timing plans, crash records, and truck route designations. Civiltech has a signal timing database covering approximately 75 intersections from the Will County Travel Demand Modeling effort that will serve as a foundation for signal-related analysis.

GIS datasets from Will County, municipalities, JADA, and state agencies will be unified into a single spatial framework. The team will identify locations where counts are outdated or absent, where signal timing data is unavailable, and where post-2022 development has changed traffic patterns. No new field data collection (traffic counts, turning movement counts, or speed studies) is included under this scope.

## 4.2 - Technology and Vendor Capabilities Assessment

The team will conduct a technology and vendor capabilities assessment to evaluate options for pilot freight management technologies, corridor alerts, real-time route advisories and emerging data integration methods. The team will first develop an assessment framework to confirm the service categories and evaluation criteria with JADA. The assessment will (1) document user needs and study objectives for each segment, (2) conduct a desktop industry scan of available platforms and providers using published information and existing CDM Smith knowledge, and (3) evaluate **up to 5 vendors** against the defined requirements. The assessment will be documented as a vendor comparison matrix identifying which platforms and services align with JADA's corridor management objectives.

## 4.3 - Third-Party Platform Access

The team will procure access to Streetlight's mobility data platform to support origin-destination analysis and route trade-off evaluation. The budget includes access for up to 50 analysis zones within the study area. The platform will be used to:

- Identify truck route choice patterns and cut-through traffic on local roads
- Quantify the relationship between freight generators and corridor demand
- Support route trade-off analysis and stakeholder discussions regarding alternative routing options

Platform access will be used to illustrate trade-offs associated with concept options developed under Tasks 5 and 6. The underlying data remains the property of the platform provider; deliverables under this scope will consist of analysis outputs and visualizations, not raw data transfers to JADA or partner agencies.

Baseline origin-destination patterns from the Will County LRTP travel demand model will serve as the foundation for corridor analysis. The third-party platform will be used to support stakeholder discussions around route alternatives and trade-offs.

Platform access will be procured early in the study schedule to support analytical needs across multiple tasks. One purchase is included under this scope; additional platform subscriptions, data updates, or supplementary datasets are excluded.

### **Deliverables:**

- Third-party platform analysis outputs and origin-destination analysis summary
- Technology and vendor capabilities assessment
- GIS maps and spatial data files in standard GIS formats

## Phase 2: Quick Wins (Months 4-12)

### 5.0 - Short-Term Recommendations

This task will develop actionable short-term recommendations that can be implemented with recommended project sponsors and anticipated available resources. Recommendations will be organized as corridor-wide initiatives and segment-specific priorities. All short-term recommendations will be evaluated for consistency with the long-term vision developed under Task 6.0.

#### 5.1 - Corridor-Wide Initiatives

The team will develop recommendations for corridor-wide initiatives, including:

- Describe the process to request changes to truck route signage along IL 53 and designated parallel routes
- A desktop assessment of navigation platform capabilities (Google Maps, Waze) for freight routing advisories, with recommendations for how JADA and partner agencies could engage these platforms
- A corridor-wide signal timing audit leveraging the Civiltech intersection database from the Will County LRTP work, identifying locations where timing adjustments can improve truck throughput without capital construction. This audit will include **up to 5 corridors with no more than 8 signals per corridor**. Civiltech will perform the traffic analyses with CDM Smith providing QC/QA support. This will be a desktop review of existing timings using Synchro with recommendations for improvements being included in a proposed conditions Synchro file. The team will document jurisdiction and control of signals. Formal written/marked-up timing plans, signal modification plans, and field implementation of proposed timings are not included in this work.
- Targeted Synchro-level intersection capacity analysis at **up to 8 locations**. These are isolated intersections with operational challenges where analysis is needed to evaluate proposed geometric or routing changes. The specific locations will be determined based on the concepts advanced for evaluation. Microsimulation (VISSIM or equivalent) is excluded.
- Identification of locations where channelization improvements could be a potential low-cost solution
- Draft model ordinance language for truck routing consistency across jurisdictions

#### 5.2 - Segment-Specific Recommendations

The team will develop segment-specific recommendations for **up to four corridor segments**:

- Lockport/Romeoville (Northern Gateway)
- Joliet (Urban Core)
- Elwood (Intermodal Gateway)

- Wilmington (Rural Transition)

Recommendations will be tailored to the conditions, constraints, and opportunities within each segment. For each segment, the team will document existing issues, recommended actions, responsible agencies, estimated costs, and implementation timelines.

The team will analyze alternative routing options where rerouting freight traffic could reduce impacts on downtown areas (Joliet, Lockport). This analysis will use third-party data (Task 4.3) to quantify order-of-magnitude traffic volume changes on affected roadways. If a scenario involves a major truck prohibition or similar action requiring large-scale reassignment of trips within the network, the travel demand model (Task 6.3) will be used instead. The analysis will document trade-offs, identifying which roadways would see increased and decreased traffic under each scenario.

**Up to 4 route alternative corridors** will be evaluated:

- Larkin Avenue/Weber Road (I-80 to I-55)
- Renwick Road/IL 7 (9th and 159th Streets, Weber Road to I-355)
- Laraway Road (Brandon Road to Harlem Avenue)
- Manhattan Road and Manhattan-Monee Road (IL 53 to I-57)

Findings and recommendations from Task 5 will be compiled into the Quick Wins Recommendations Briefing Book.

### 5.3 - Implementation Support

For up to five near term priority projects identified under this task, the team will prepare Implementation Readiness Checklists documenting roles and recommended next steps. These checklists are intended to help JADA and partner agencies advance priority quick wins toward implementation.

Advisory Group meetings under Task 2.0 will include discussion of implementation priorities and coordination needed to advance near-term projects. The long-term governance roadmap (Task 2.5) will address roles, responsibilities, and the process for interagency collaboration on funding, potential grant opportunities and project advancement.

#### **Deliverables:**

- Quick Wins Recommendations Briefing Book documenting the results of this task
- One-page summary sheets for **each of the four segments**, documenting issues, actions, responsible agencies, costs, and timelines
- Route alternative trade-off analysis summaries
- Implementation Readiness Checklists for up to five near-term priority projects

## Phase 3: Long-Term Vision (Months 7-20)

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### 6.0 - Long-Term Vision

The long-term vision will consider how the IL 53 corridor could be restructured to serve freight demand while supporting broader community goals. This task builds on the data analysis, stakeholder input, and short-term recommendations from preceding tasks.

#### 6.1 - Vision and Goals

Vision and goals development will begin during the initial project months, informed by stakeholder interviews (Task 2.1), review of prior planning documents (Task 3.1), and the project kickoff process. Draft vision and goals will be presented to the Technical Advisory Group and Corridor Advisory Group for feedback and refinement before being finalized.

The team will establish a corridor vision and goals that balance freight mobility, safety for all roadway users, local and regional accessibility, and community character. Physical and environmental constraints will be documented and factored into concept development, including Midewin National Tallgrass Prairie, posted bridges (Arsenal Road east of Brandon Road), movable bridge infrastructure in Joliet, the electrified 135th Street bridge in Romeoville, and railroad grade crossing constraints.

#### 6.2 - Corridor Redesign Concepts

The team will develop multimodal corridor concepts at a planning level of detail sufficient to support stakeholder discussion and cost estimation. Concepts may address interchange and intersection reconfiguration, alignment modifications, technology-based capacity solutions, and jurisdictional transfer scenarios.

It is anticipated that **up to 12 corridor concepts** will be developed, with typical **cross-sections developed for up to seven of the concepts** and **plan views developed for up to five of the concepts**, with **up to five renderings** developed for locations where visualization of the proposed improvements is critical for stakeholder communication purposes.

Concept development includes **one round of development and one round of refinement** based on stakeholder and JADA feedback. Additional rounds of concept development, refinement, or alternative concept exploration are not included in this scope. Ten preferred concepts will be selected based on stakeholder input and a benefits review.

| Section                 | Sub-Section                                         | From                     | To                      | Concepts                     | Cross-Sections               | Plan Views | Renderings |
|-------------------------|-----------------------------------------------------|--------------------------|-------------------------|------------------------------|------------------------------|------------|------------|
| Wilmington              | Wilmington Downtown                                 | Water Street             | Daniels Street          | 2                            | 1                            | 1          | 1          |
|                         | Wilmington-Peotone/ <sup>1</sup><br>River Road Area | 216 <sup>th</sup> Avenue | Arsenal Road<br>(South) | 1 (Rural <sup>1</sup> )      | 1 (Rural <sup>1</sup> )      | 0          | 0          |
|                         | Midwin                                              | Arsenal Road<br>(South)  | Hoff Road               | 1                            | 1                            | 0          | 0          |
| Elwood                  | Elwood <sup>2</sup>                                 | Hoff Road                | Laraway Road            | 1 (Intermodal <sup>2</sup> ) | 1 (Intermodal <sup>2</sup> ) | 0          | 0          |
| Joliet                  | Joliet South Gateway <sup>2</sup>                   | Laraway Road             | I-80                    | (Intermodal <sup>2</sup> )   | (Intermodal <sup>2</sup> )   | 0          | 0          |
|                         | Downtown                                            | I-80                     | Ruby Street             | 3                            | 1                            | 2          | 2          |
|                         | Urban to Suburban <sup>3</sup><br>Transition        | Ruby Street Bridge       | Caton Farm Road         | 1 (Suburban <sup>3</sup> )   | 1 (Suburban <sup>3</sup> )   | 0          | 0          |
| Lockport-<br>Romeoville | Statesville/Lewis<br>University <sup>1</sup>        | Caton Farm Road          | Taylor Road             | (Rural <sup>1</sup> )        | (Rural <sup>1</sup> )        | 0          | 0          |
|                         | Residential Romeoville <sup>3</sup>                 | Taylor Road              | Honeytree Drive         | (Suburban <sup>3</sup> )     | (Suburban <sup>3</sup> )     | 0          | 0          |
|                         | Industrial Romeoville <sup>4</sup>                  | Honeytree Drive          | I-55                    | 3                            | 1                            | 2          | 1          |
| Totals                  |                                                     |                          |                         | 12                           | 7                            | 5          | 5          |

<sup>1</sup>All of these sections will be developed as a single "rural corridor" concept.

<sup>2</sup>All of these sections will be developed as a single "intermodal corridor" concept

<sup>3</sup>All of these sections will be developed as a single "suburban corridor" concept

<sup>4</sup>Includes two interchange reconstruction concepts for I-55 at IL 53

### 6.3 - Travel Demand Model Application

The team has a calibrated travel demand model covering the study area from prior work on the JITMP and Will County LRTP. Once corridor concepts have been identified and refined through stakeholder input, the model will be applied to test network improvement scenarios and forecast conditions under alternative corridor configurations. The model will be used as a select link analysis tool to evaluate how traffic patterns shift under each concept. The model will not be rebuilt, recalibrated, or updated with new socioeconomic data under this scope. Model recalibration, re-estimation, or multi-year origin-destination development are excluded. **Up to 4 independent scenarios** will be developed with **up to 2 alternatives** per scenario.

### 6.4 - Regional Connectivity Analysis

The team will map distinct freight traffic flows for major trip generators to identify primary origin-destination movements and how different user groups (local distribution, intermodal access, long-haul through traffic) use the corridor network. This analysis will identify where investments can best serve each freight market and create an integrated system connecting freight clusters, intermodal terminals, and industrial parks to the regional highway network.

### 6.5 - Planning-Level Cost Estimates

Planning-level cost estimates will be prepared for each of the **up to 10 preferred concepts** using generalized unit costs from recent suburban Chicago-area projects, with preference given to Will County and bordering county projects. Cost estimates for longer-term projects will include an adjustment for inflation based on historic trends. Engineering cost estimates for earlier phases of proposed infrastructure improvements will be based on a flat percentage of construction cost consistent with current regional practice.

### 6.6 - IDOT Coordination Framework

IL 53 is a state route, and significant improvements require IDOT partnership. The team will identify which concepts require state involvement, assess alignment with IDOT programming, and recommend a coordination framework for advancing preferred concepts through the IDOT project development process. This includes documenting how corridor improvements relate to active IDOT projects on I-55 and IL 53.

#### **Deliverables:**

- Long-Term Vision Briefing Book
- 12 corridor redesign concepts including 7 cross sections, 5 plan views, and 5 renderings
- Regional connectivity analysis maps
- Planning-level cost estimates for preferred concepts
- IDOT coordination framework memorandum

## Phase 4: Implementation (Months 12-24)

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### 7.0 - Funding and Implementation Strategy

This task will identify funding sources, develop implementation strategies, and position recommended projects for competitive grant opportunities.

#### 7.1 - Funding Matrix

The team will develop a funding matrix identifying federal, state, regional, and collaborative funding opportunities aligned with recommended short-term and long-term projects. The matrix will document for each applicable program:

- Program name and administering agency
- Eligibility requirements and eligible project types
- Application timelines and cycles
- Match requirements
- Alignment between each recommended project and applicable funding programs

Federal programs to be evaluated include INFRA, BUILD, SS4A, CRISI, Bridge Improvement Program and others as applicable. State programs include the Truck Access Route Program (TARP), Economic Development Program (EDP), and other relevant programs. The team will evaluate the potential to leverage existing and new Joliet Arsenal Enterprise Zones and will identify which recommended projects fall within existing Enterprise Zone boundaries and may be eligible for EZ-related incentives.

The funding matrix will also consider JADA's bonding authority as a potential funding mechanism in the context of the 2030 charter sunset. Financial feasibility analysis, revenue projections, debt service coverage analysis, and detailed bonding capacity assessments are excluded from this scope.

#### 7.2 - Implementation Roadmap

The team will develop a phased implementation roadmap organizing recommended projects by timeframe (near-term, mid-term, long-term), responsible agency, estimated cost, and funding strategy. The roadmap will identify which projects are likely to require additional implementation steps such as Phase I engineering studies, intergovernmental agreements, IDOT coordination, or environmental review. Any such determinations included in the Implementation Roadmap will be at a high level and subject to further refinement during implementation. The implementation roadmap will be presented as a formatted matrix included as a component of the Executive Summary.

##### **Deliverables:**

- Funding matrix with federal, state, regional, and collaborative funding sources
- Enterprise Zone applicability summary (map and table identifying which projects fall within Enterprise Zone boundaries)

- Implementation roadmap

## 8.0 - Documentation and Executive Summary

This task covers the integration, production, and delivery of the study's final documentation. Each task lead will prepare draft content for their respective sections. This task covers the assembly of all content into a unified document, editorial review, graphic production, and management of the client review process.

The team will prepare a Draft Executive Summary and a Final Executive Summary documenting the methods, findings, and recommendations of the study. The Executive Summary will integrate content from all preceding tasks into a comprehensive document suitable for use by JADA, WCGL, municipal partners, IDOT, and funding agencies.

The Executive Summary will include a summary of recommended performance metrics and key performance indicators (KPIs) for tracking progress toward implementation of study recommendations. The Executive Summary will be **up to 20 pages**.

The scope includes **two review cycles**: one preliminary draft submission followed by one round of consolidated comments, and one revised draft followed by a review limited to verification that prior comments have been addressed prior to issuance of the Executive Summary. Additional review cycles or supplemental documentation would require separate authorization.

### ***Deliverables:***

- Draft Executive Summary
- Final Executive Summary
- GIS maps and data files in standard GIS formats

CDM  
Smith

|           |             |
|-----------|-------------|
| Total Fee | \$1,303,525 |
|-----------|-------------|

**JOLIET ARSENAL DEVELOPMENT AUTHORITY RESOLUTION TO PROMOTE  
TOURISM IN THE VILLAGE AND THE 100<sup>TH</sup> ANNIVERSARY OF RT. 66**

**WHEREAS**, the Joliet Arsenal Development Authority (JADA) purpose is to facilitate and promote the utilization of property formerly occupied and used by the United States government as an ammunition plant and arsenal and to replace and enhance the economic benefits generated by those former uses with diversified projects and land uses that will create new job opportunities and foster new economic development and promote tourism within the area.

**WHEREAS**, the Authority has an obligation to work with the municipalities that are in the Arsenal planning area. The Authority has the power to enter into intergovernmental agreements with local governments to benefit the region and the State of Illinois.

**WHEREAS**, this resolution will provide support to promote the 100<sup>th</sup> Anniversary of Rt.66 in the following communities, Lemont, Bolingbrook, Plainfield, Shorewood and Braidwood. JADA will assist these municipalities with \$5,000.00 each toward the funding of the promotion of the 100<sup>th</sup> Anniversary of Rt. 66 and the community. JADA will distribute the funds upon approval of this resolution and the signing of an intergovernmental agreement. The municipalities will keep JADA involved in the promotion of the municipality and will participate in the Rt. 66 Roadshow to promote the 100<sup>th</sup> Anniversary of Rt 66 & the history of the Joliet Arsenal.

**And, WHEREAS** the Joliet Arsenal Development Authority Board hereby agrees to enter into an intergovernmental agreement with each of these municipalities and authorizes the Chairman to sign and execute the agreements.

**NOW THEREFORE BE IT RESOLVED THAT** the Joliet Arsenal Development Authority (JADA) Board of Directors approved this resolution at a meeting on this 29<sup>th</sup> day of May, 2026. The Joliet Arsenal Development Authority (JADA) Board of Directors authorizes the Chairman to sign and execute this resolution.

Executed this 29<sup>th</sup> day of May, 2026.

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Timothy Brophy, Chairman

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Eli Geiss, Secretary/Treasurer

**Agreement Between the Joliet Arsenal Development Authority (hereafter referred to as "JADA") and the Joliet Area Historical Museum (hereafter referred to "JAHM"), for Grant Support of Joint Route 66 Centennial Activities.**

**WHEREAS**, JADA and JAHM mutually desire to preserve the history of the Arsenal and its historic significance to regional and national history, and

**WHEREAS**, JADA and JAHM recognize the site's ongoing significance as a memorial to departed American Armed Service Veterans and natural prairie habitat of interest to not only the local population, but as an international tourist corridor on the original 1926 alignment of Route 66, and

**WHEREAS**, JAHM and JADA partnered to develop the highly visible and acclaimed exhibit, "Swords to Plowshares," as well as digitalization and preservation of the Arsenal's historic content,

**BE IT NOW RESOLVED**, JADA and JAHM proposes to enter a grant agreement for purposes of promoting the history of Route 66 in the Will County region with an emphasis on the past, present and future of economic development throughout the Corridor.

**Grant Narrative:**

As the home of three separate Route 66 alignments dating from 1926 to 1985 (now Routes 171, 53 and Interstate 55), Will County is uniquely suited to emerge from the 2026 Route 66 Centennial as a state and nationwide leader in associated tourism, hospitality and economic impact. Additionally, Will County is the intersection of historic transportation routes, including the Lincoln Highway and GAR Highway, as well as the I&M Canal Corridor and several intercontinental rail alignments.

JAHM proposes four major components of the grant, including: The development and fabrication of a traveling Route 66 exhibit with an emphasis on the history of Will County's three alignments and their associated communities; content development to emphasize economic development initiatives during the Route 66 Centennial; components to support meetings at JAHM, allowing for increased accessibility to JADA Board and Stakeholders; Marketing expenses to promote the "road show" events throughout the Route 66 Corridor in Will County.

**Grant Amount:**

\$35,000

**Grant Match:**

JAHM proposes a 50/50 grant match, comprised of 25% cash on applicable expenses per budget, and 25% work in-kind (to include overall project management, procurement, scheduling, vendor coordination, product setup, graphic design and research). Additionally, JAHM's in-kind contribution will include hosting up to six complimentary JADA Board and/or business meetings, as well as one social event in 2026.

**SECTION 1. Purpose of Agreement.** This agreement is hereby executed in order to recognize and define the roles of JADA and JAHM.

**SECTION 2.** *JAHM's role.* JAHM will undertake to perform the following:

**A. Exhibit Research:** JAHM will oversee process to conceptualize and research a traveling exhibit featuring Will County communities along various alignments of Route 66 from 1926-present. JAHM personnel will furnish graphic design & exhibit layout.

**B. Purchasing & Requisition.** JAHM will oversee the process to procure exhibit equipment and associated hardware.

**C. Educational Programming.** JAHM agrees to support JADA's public Route 66 programming by attending screenings of JADA's documentary film, as well as providing museum passes and promotional items from its museum store.

**D. Marketing.** In conjunction with existing partners, JAHM will market the exhibit and any associated special events and programs. JAHM will place a balanced emphasis on traditional, local marketing outlets (i.e. Joliet Herald News, WJOL, Times Weekly, Patch, etc.) combined with regional/Chicago and national outlets, as well as existing social/new media to attract a diverse -variety of audiences. These activities may include the contracting of a dedicated publicist/publicity firm.

**E. Personnel.** JAHM agrees to utilize the expertise of its in-house staff to act in project management, educational and curatorial capacities. JAHM agrees to and encourages the involvement of JADA personnel in the exhibit process.

**SECTION 3.** *JADA's role.* JADA will undertake to perform the following:

**A. Funding.** JADA agrees to provide funding to JAHM in the amount of **\$35,000** for uses restricted to the exhibit and related purposes outlined in Section 2, to be paid in full upon execution of the agreement.

**B. Technical & Advisory Assistance.** JADA agrees to provide JAHM assistance throughout the process of exhibit development in order to ensure a high degree of historical accuracy and intellectual credibility.

**SECTION 4. Reporting.** JAHM agrees to track revenue and expenses associated with the exhibit as outlined above within its monthly financial statements. All financial transactions related to the exhibit will be included in JAHM's annual financial audit(s). JAHM agrees to provide this information to JADA or related personnel as requested.

**SECTION 5. Effective Date.** This agreement shall take effect upon its execution by the JADA and JAHM, on this the **19<sup>th</sup>** day of **June, 2026.**

**JOLIET ARSENAL DEVELOPMENT AUTHORITY,**  
a Special District of the State of Illinois

By: \_\_\_\_\_  
Timothy Brophy, Board Chair

Attest: \_\_\_\_\_  
Richard Kwasneski, Executive Director

**JOLIET AREA HISTORICAL MUSEUM, INC.,**  
a 501 (c)3 not-for-profit corporation

By: \_\_\_\_\_  
Quinn X. Adamowski, Board President

Attest: \_\_\_\_\_  
Gregory T. Peerbolte, Executive Director