



**VILLAGE OF FOREST PARK
COUNCIL MEETING AGENDA**
Monday, July 08, 2024
Lower Level of Village Hall
7:00 PM

In-Person and Via Live Stream

Dial-In Live Stream: 312-626-6799; Webinar ID 819 6866 7894; Passcode 809462 or click [here](#):

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE JUNE 24, 2024 REGULAR MEETING OF THE COUNCIL

PUBLIC COMMENT: - emailed public comment can be sent to the village clerk at ybelmonte@forestpark.net prior to 6:30 p.m. the day of the meeting

COMMUNICATIONS:

DEPARTMENT REPORTS:

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

1. Presentation by the Forest Park Environmental Control Commission
2. Resolution approving Water Tower Paving Project Pay Request #2 to Chicagoland Paving Contractors
3. Resolution authorizing the contract award for the 2024 Madison Street Parking Lot Sealcoating Project to M&J Asphalt Paving, Inc.
4. Resolution authorizing the contract award for the 2024 Madison Street Site Furnishings Project to Misfits Construction Company
5. Resolution authorizing the contract award for the 2024 Madison Street Landscaping Project to Emerald Site Services, LLC
6. Resolution approving an Intergovernmental Agreement between the Chicago Transit Authority and the Village of Forest Park for Special Transit Police Detail Services
7. Resolution approving the specifications and authorizing the advertising of bids for the Ferdinand Watermain Replacement and Resurfacing Project (Wilcox Street and Ferdinand Avenue)
8. Resolution authorizing the execution of a Professional Engineering Services Proposal for Phase II Design for the 2025 Green Alley Project by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park (800 Block Thomas-Beloit Alley)
9. Resolution authorizing the execution of a Professional Engineering Services Proposal for Phase II Design Engineering Services for the IEPA Loan Documentation and Bidding Documents by and between Christopher B. Burke Engineering, Ltd. and the Village of Forest Park for the 2024 Lead Service Replacement Project
10. Resolution authorizing the execution of a Professional Engineering Services Proposal for the 2025 Lead Service Line Replacement Project Loan Application Assistance and bidding between Christopher B. Burke Engineering, td. And the Village of Forest Park.
11. Ordinance authorizing the lease with option to purchase and maintenance for mailing folding and stuffing equipment from Pitney Bowes.
12. Approval: Banner request for Garage Galleries
13. Approval: Request for use of the public way for Forest Park Theatre Group
14. Approval: Banner request for Hawk Auto to hold a fundraiser for the USO

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT INTO CLOSED SESSION

15. Closed session to discuss collective negotiating matters between the public body and its employees or their representatives pursuant to 5 ILCS 120/2/(c)2

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JUNE 24, 2024**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:00 p.m.

ROLL CALL

Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins answered the Roll Call. Commissioner Nero was absent.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the minutes from the June 10, 2024, Regular meeting of the Council be approved.

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

PUBLIC COMMENT

Mr. Steven Backman questioned the ten \$2,000.00 payments to consultant GPG Strategies, noting that nothing on their website or LinkedIn page has changed since last year.

Ms. Nancy Greco expressed her displeasure with the tree in her parkway being cut down instead of being trimmed. Ms. Greco further requested that the village communicate with residents regarding tree trimming and removal. Last, Ms. Greco declared that the removal of the tree has devalued her property, and she expects a new tree to be planted in the fall.

Mr. Dan Riley expressed his concern about tall weeds growing in the alleys, on the parkway on Roosevelt Road and in the vacant lot at Marengo and Roosevelt Road.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Resolution for the payment of bills be adopted. The bills totaled \$600,569.97. There was discussion about payments to GPG Strategies for the last 10 months as well as the consultant agreement and reporting to the Village Council.

**R-49-24
APPROVAL OF BILLS IN
THE AMOUNT OF
\$600,569.97
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin,
and Mayor Hoskins

NAYES: Commissioner Voogd

ABSENT: Commissioner Nero

The motion carried.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park 2024 Sidewalk Improvement Project be adopted.

**R-50-24
RESOLUTION APPROVING
SPECIFICATIONS AND
BIDDING FOR 2024
SIDEWALK PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution approving the specifications and authorizing the advertising of bids for the Village of Forest Park Roosevelt Road Islands Landscape Removal Project be adopted. There was discussion suggesting highly visible replacement islands.

**R-51-24
RESOLUTION APPROVING
SPECIFICATIONS AND
BIDDING FOR ROOSEVELT
ROOD ISLAND REMOVAL
PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Resolution rescinding Resolution Number R-47-24, authorizing the award to IHC Construction Companies, LLC, and rejecting all bids for the 2024 Lead Service Replacement Project be adopted.

**R-52-24
RESOLUTION RESCINDING
RESOLUTION R-47-24 AND
REJECTING ALL BIDS FOR
2024 LEAD SERVICE
REPLACEMENT PROJECT
APPROVED**

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Maxham that the Park District of Forest Park's request to close Harrison Street from 6:00 p.m. to 10:00 p.m. on July 4, 2024, be approved.

**PARK DISTRICT REQUEST
TO CLOSE HARRISON
STREET ON JULY 4, 2024
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Maxham, Melin-Rogovin, Voogd and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

ADMINISTRATOR'S REPORT:

Administrator Entler expressed her thanks to all those who attended the Town Hall meeting regarding funerals traveling through Forest Park. The result of the Town Hall is the formation of a Task Force. The Administrator also reported the following:

- Village Hall will be closing at 2:00 on Wednesday, July 3rd and will be closed on Thursday, July 4th, in observance of the Independence Day Holiday.
- The Emergency Operations Team visited the Cook County Office of Emergency Management and gathered information regarding safety protocols and the equipment that is at our disposal as we need it.
- The village's Pride Celebration was a great success, demonstrating the collaboration of the village and the businesses.

COMMISSIONER'S REPORTS:

Commissioner Maxham reported the following:

- The next budget meeting is scheduled for Thursday, July 11th.
- The commissioner congratulated the Police Department and all those who participated in the Torch Run to raise money for Special Olympics Illinois.
- The Juneteenth Pool Party was a great success, thanks to Megan Roach for all her efforts.
- There will be a Stoop Session tomorrow at 926 Marengo at 7:00 p.m.
- The commissioner thanked all those who organized and attended the Pride Celebration.

- With the slowdown of cicada activity, residents were encouraged to seek out the Cicada Sculptures around Forest Park.

Commissioner Melin-Rogovin thanked staff and all the supporters involved in the Pride and Juneteenth events recently, especially our Police and Public Works teams. The commissioner also reported that there will be a Bike Safety Carnival on July 13th in Constitution Court.

Commissioner Voogd echoed the accolades to Public Works and congratulated them on a job well-done for the many recent village-wide events. The commissioner further expressed her displeasure with the unspecific power point presentation submitted by GPG Strategies and stated that she did not receive any supporting documentation. Further, the Commissioner opined that approving the payments to GPG is unfair and irresponsible on the Village Council's part.

Mayor Hoskins thanked all those who organized and participated in the 15th annual Juneteenth Pool Party, especially Village Administrator Entler and Executive Assistant Megan Roach. The Pride event also went off without a hitch, thanks to the many organizers, volunteers and participants. The Village is using our consultant to chase down a series of appropriations through the Governor's office., including the hundreds of thousands of dollars to install traffic calming on Jackson Boulevard. This is one of the things resulting from the Funeral Procession Town Hall. The village's application for the Federal Water Resources Development Act Funds has not been finalized yet, according to Congressman Danny Davis's office. Last, Mayor Hoskins let everyone know about the passing of Irene O'Shea. Mrs. O'Shea is the mother of our village prosecutor, Sharon O'Shea, as well as the grandmother of former Police Department employee Claire Manor. Residents are asked to keep the O'Shea family in their prayers.

ADJOURNMENT

There being no further business to be addressed, Commissioner Maxham moved and Commissioner Melin-Rogovin seconded to adjourn the meeting. The motion carried.

Mayor Hoskins declared the meeting adjourned at 7:38 P.M.

Respectfully submitted,

Vanessa Belmonte, Village Clerk

RESOLUTION No.

BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, that we dispense with the reading of the individual bills inasmuch as each department head has approved and signed bills in the following aggregate amount for their respective departments.

Refunds and Allocations	\$ 300.00
Public Affairs	\$ 27,443.31
Police Department	\$ 4,265.86
Community Center	\$ 463.00
Accounts & Finance (Clerks Office)	\$ 167,761.50
Accounts & Finance (Fire Department)	\$ 86,364.12
Department of Health & Safety	\$ 1,273.00
Streets and Public Improvements	\$ 108,642.43
Public Property	\$ 42,357.34
Seizure	\$ 827.25
Federal Customs	\$ 2,360.98
TIF	\$ 23,698.72
VIP	\$ 8,199.11
Water Department	<u>\$ 45,318.18</u>
TOTAL	\$ 519,274.80

ADOPTED BY THE Council of the Village of Forest Park this 8th Day of July 2024

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-4230-135	Forest Ave Properties	07/28/2023	300.00
		Refunds and Allocations	300.00



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	06/01/2024	3,551.24
100-10-101-6100-100	Storino Ramello & Durkin	06/01/2024	138.60
100-10-101-6120-121	AA Rental Center	06/14/2024	616.00
100-10-101-6120-121	Chicago Catz LLC	04/01/2024	1,500.00
100-10-101-6120-150	Kevin Leonard	06/20/2024	1,200.00
100-10-101-6120-150	Printing Plus of Roselle INC	06/06/2024	395.00
100-10-101-6120-150	Robert's Westside	06/26/2024	1,500.00
100-10-101-6120-305	Forest Park Chamber of Commerce	06/19/2024	225.00
100-10-101-6120-305	Illinois State Police	05/01/2024	15.00
100-10-101-6120-305	Illinois State Police	05/01/2024	15.00
100-10-101-6150-202	Illinois State Police	05/01/2024	143.00
100-11-111-6110-110	Springbrook Holding Company LLC	06/13/2024	18,144.47
	Public Affairs		27,443.31



Account Number	Vendor	Invoice Date	Amount
100-12-121-5005-030	Lewis University	03/26/2024	1,800.00
100-12-121-5005-030	Lewis University	03/26/2024	1,800.00
100-12-121-6120-305	Bellwood Police Department	06/22/2024	71.43
100-12-121-6120-305	Tom McNamara	06/21/2024	126.00
100-12-124-6150-114	Thomson Reuters-West	06/01/2024	468.43
		Police Department	4,265.86



Account Number	Vendor	Invoice Date	Amount
100-15-152-6170-200	Keith Clough	05/28/2024	350.00
100-15-169-6160-100	Elmhurst Occupational Health	05/31/2024	113.00
	Community Center		463.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	06/14/2024	144,583.36
100-21-211-6110-110	Gordon Flesch Co Inc	06/05/2024	35.01
100-21-211-6110-110	Xerox Financial Services	05/30/2024	228.52
100-21-211-6120-300	Elmhurst Occupational Health	11/30/2023	(110.00)
100-21-211-6120-300	Elmhurst Occupational Health	11/30/2023	(53.00)
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2024	60.00
100-21-211-6120-300	Elmhurst Occupational Health	05/31/2024	60.00
100-21-211-6140-104	Pitney Bowes Inc	06/07/2024	165.98
100-21-211-6140-104	Quill	05/29/2024	224.74
100-21-211-6140-104	Quill	06/05/2024	59.01
100-21-211-6140-104	Quill	06/12/2024	147.22
100-21-211-6140-140	Quill	06/05/2024	130.49
100-21-211-6140-140	Quill	06/12/2024	57.35
100-21-211-6145-100	Special T Unlimited	06/25/2024	290.00
100-21-211-6150-116	Growing Community Media NFP	06/12/2024	70.00
100-21-211-6150-116	Growing Community Media NFP	06/19/2024	140.00
100-21-211-6190-003	POLICE PENSION FUND	06/25/2024	9,947.00
100-21-211-6190-004	Firefighters Pension Fund	06/25/2024	9,947.00
100-21-211-7000-080	GFC Leasing - WI	06/16/2024	94.61
100-21-211-7000-080	Xerox Financial Services	05/30/2024	1,684.21
Accounts and Finance (Clerks Office)			167,761.50



Account Number	Vendor	Invoice Date	Amount
100-30-301-7000-040	Air One Equipment Inc	03/14/2024	460.50
100-30-301-7000-040	Air One Equipment Inc	06/12/2024	103.00
100-30-302-6145-105	Bill Shanahan	06/10/2024	100.00
100-30-303-6100-161	Advanced Data Processing Inc Digitech	06/20/2024	84,896.62
100-30-303-6145-300	D & K Truck Safety Lanes	06/17/2024	40.00
100-30-303-6145-300	Stryker Sales Corporation	06/03/2024	764.00
	Accounts and Finance (Fire Department)		86,364.12



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	06/24/2024	810.00
100-40-402-6100-100	Storino Ramello & Durkin	06/01/2024	399.00
100-40-403-6150-230	Elevator Inspection Services	06/14/2024	64.00
	Department of Health and Safety		1,273.00



Account Number	Vendor	Invoice Date	Amount
100-50-501-6145-100	Dan Michaels	06/19/2024	54.73
100-50-502-6185-108	JC Licht LLC	06/12/2024	419.82
100-50-502-6185-108	JC Licht LLC	06/12/2024	42.25
100-50-502-6185-108	JC Licht LLC	06/20/2024	209.91
100-50-502-6185-108	JC Licht LLC	06/24/2024	193.56
100-50-502-6185-110	Traffic Control & Protection	06/18/2024	219.90
100-50-502-6185-110	Traffic Control & Protection	06/18/2024	177.30
100-50-502-6185-110	Traffic Control & Protection	06/18/2024	350.00
100-50-502-6185-112	Republic Services #551	06/15/2024	2,288.00
100-50-502-6185-501	Republic Services #551	06/15/2024	45,198.49
100-50-502-6185-502	Republic Services #551	06/15/2024	31,955.54
100-50-502-6185-503	Republic Services #551	06/15/2024	4,494.15
100-50-502-6185-505	West Cook County Solid Waste	05/31/2024	23,038.78
	Streets and Public Improvements		108,642.43



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-114	First Ayd Corp.	06/05/2024	852.75
100-55-552-6180-114	McAdam Landscaping	06/13/2024	376.00
100-55-552-6180-114	McAdam Landscaping	06/13/2024	926.00
100-55-553-6180-150	Lyons Pinner Electric Co	06/19/2024	1,527.96
100-55-553-6180-160	Com Ed	06/17/2024	78.28
100-55-555-6180-100	Comcast	06/08/2024	200.00
100-55-555-6180-100	Colley Elevator Co	04/30/2024	3,958.00
100-55-555-6180-100	First Fence Inc.	06/12/2024	6,950.00
100-55-555-6180-100	HOME DEPOT CREDIT	05/16/2024	121.67
100-55-555-6180-100	Quill	05/29/2024	493.54
100-55-555-6180-100	Quill	05/30/2024	36.80
100-55-555-6180-100	Quill	06/05/2024	224.51
100-55-555-6180-100	Quill	06/12/2024	268.62
100-55-555-6180-100	PremiStar-North	06/24/2024	516.00
100-55-555-6180-110	Comcast	06/12/2024	2.10
100-55-555-6180-140	Comcast	06/07/2024	2.10
100-55-555-6180-140	HOME DEPOT CREDIT	05/16/2024	450.95
100-55-570-6155-106	Air One Equipment Inc	06/19/2024	224.00
100-55-570-6155-106	Factory Motor Parts Co	05/29/2024	211.78
100-55-570-6155-106	Factory Motor Parts Co	06/06/2024	36.86
100-55-570-6155-106	Factory Motor Parts Co	06/06/2024	310.10
100-55-570-6155-106	Factory Motor Parts Co	06/06/2024	18.51
100-55-570-6155-106	Factory Motor Parts Co	06/06/2024	169.37
100-55-570-6155-106	Factory Motor Parts Co	06/11/2024	573.54
100-55-570-6155-106	Factory Motor Parts Co	06/11/2024	37.72
100-55-570-6155-106	Factory Motor Parts Co	06/11/2024	6.52
100-55-570-6155-106	Factory Motor Parts Co	06/11/2024	3.26
100-55-570-6155-106	Factory Motor Parts Co	06/17/2024	131.22
100-55-570-6155-106	Factory Motor Parts Co	06/17/2024	131.22
100-55-570-6155-106	Factory Motor Parts Co	06/20/2024	331.00
100-55-570-6155-106	Factory Motor Parts Co	06/24/2024	281.06
100-55-570-6155-106	Linde Gas North America LLC	06/15/2024	306.85
100-55-570-6155-106	Linde Gas North America LLC	06/18/2024	138.06
100-55-570-6155-106	Linde Gas North America LLC	06/21/2024	237.65
100-55-570-6155-106	Standard Equipment Co.	06/11/2024	272.08
100-55-570-6155-106	Standard Equipment Co.	06/11/2024	587.46
100-55-570-6155-106	Standard Equipment Co.	06/12/2024	313.07



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Zeigler Ford North Riverside	06/17/2024	122.26
100-55-570-6155-106	Zeigler Ford North Riverside	06/19/2024	292.36
100-55-570-6155-112	Commercial Tire Service	06/12/2024	554.04
100-55-570-6155-112	Commercial Tire Service	06/12/2024	1,405.50
100-55-570-6155-112	Commercial Tire Service	06/14/2024	423.50
100-55-570-6155-112	Fire Service Inc	06/10/2024	5,402.06
100-55-570-6155-112	Fire Service Inc	06/12/2024	1,700.00
100-55-570-6155-112	Martin Vargas	06/11/2024	375.00
100-55-570-6155-112	Quiroz Auto Repair Inc	06/10/2024	580.00
100-55-570-6155-150	ALLDATA	06/26/2024	1,500.00
100-55-570-6155-202	Arlington Heights Ford	06/18/2024	6,046.01
100-55-580-6180-302	Davis Tree Care	06/05/2024	2,450.00
100-55-580-6180-302	Great Lakes Urban Forestry	05/31/2024	200.00
		Public Property	42,357.34



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	ABC Automotive Electronic	03/07/2024	350.00
230-00-000-6900-230	Arleta Kochan	06/22/2024	132.28
230-00-000-6900-230	Ray O'Herron Co Inc	06/19/2024	194.97
230-00-000-6900-230	Martin Vargas	06/11/2024	150.00
		Seizure	827.25



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-231	North East Multi-Reg Training	06/18/2024	200.00
232-00-000-6900-231	North East Multi-Reg Training	06/18/2024	225.00
232-00-000-6900-231	Ray O'Herron Co Inc	06/17/2024	967.99
232-00-000-6900-231	Ray O'Herron Co Inc	06/20/2024	967.99
		Federal Customs	2,360.98



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	52.50
302-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	70.00
302-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	173.25
304-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	173.25
304-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	70.00
304-00-000-6100-115	Springbrook Holding Company LLC	06/13/2024	1,278.86
304-00-000-6180-114	McAdam Landscaping	06/13/2024	927.00
304-00-000-6185-700	Chicagoland Paving Contractors Inc	06/18/2024	18,326.14
306-00-000-6100-115	Springbrook Holding Company LLC	06/13/2024	1,278.86
309-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	70.00
309-00-000-6100-115	Springbrook Holding Company LLC	06/13/2024	1,278.86
		TIF	23,698.72



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-100	Storino Ramello & Durkin	06/01/2024	761.25
312-00-000-6100-115	Springbrook Holding Company LLC	06/13/2024	1,278.86
312-00-000-6180-114	McAdam Landscaping	06/13/2024	927.00
312-00-000-7000-312	Chicagoland Paving Contractors Inc	06/18/2024	4,960.00
312-00-000-7000-312	K-Five Hodgkins LLC	06/05/2024	134.40
312-00-000-7000-312	K-Five Hodgkins LLC	06/12/2024	87.68
312-00-000-7000-312	K-Five Hodgkins LLC	06/13/2024	49.92
		VIP	8,199.11



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-100	Storino Ramello & Durkin	06/01/2024	4,515.00
501-80-800-6110-105	Springbrook Holding Company LLC	06/13/2024	21,906.69
501-80-800-6150-154	Com Ed	06/14/2024	158.18
501-80-800-6150-154	Com Ed	06/17/2024	23.35
501-80-800-6800-151	Centurion Plumbing Company	06/19/2024	9,198.03
501-80-800-6800-151	Centurion Plumbing Company	06/19/2024	5,406.03
501-80-800-6800-151	Core & Main LP	06/18/2024	724.00
501-80-800-6800-151	OTM Water Services	06/18/2024	3,300.00
501-80-800-6800-153	Comcast	06/06/2024	86.90
		Water Department	45,318.18

RESOLUTION NO. R-_____ -24

A RESOLUTION APPROVING PAY REQUEST #2 FOR THE WATER TOWER PAVING PROJECT FROM CHICAGOLAND PAVING CONTRACTORS, INC.

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Water Tower Paving Project from Chicagoland Paving Contractors, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #2 for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #2 has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #2; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 to Contractor in the amount of Eighteen Thousand Three Hundred Twenty-Six and 14/100 Dollars (\$18,326.14); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #2 to Contractor under the contract for the Project.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village hereby approves Pay Request #2 to Contractor in the amount of Eighteen Thousand Three Hundred Twenty-Six and 14/100 Dollars (\$18,326.14) under the contract for the Project with Contractor.

Section 2. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 3. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk

WATER TOWER PAVING PROJECT
PAY REQUEST #2



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

June 21, 2024

Village of Forest Park
 Department of Public Works
 7343 W. 15th Street
 Forest Park, IL 60130

Attention: Salvatore Stella
 Director of Public Works

Subject: Water Tower Paving Project
 Pay Request #2
 (CBBEL Project No. R000023.BG095)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #2 submitted by Chicagoland Paving Contractors, Inc. in the amount of **\$18,326.14** for the work completed. The payment will be:

1.	Contract Amount	\$	45,000.00
2.	Work Completed to Date	\$	25,561.73
3.	Less Previous Payments	\$	4,679.42
4.	Less Retainage (10%)	\$	2,556.17
5.	Amount Due	\$	18,326.14

We recommend payment in the amount of **\$18,326.14** to Chicagoland Paving Contractors, Inc.

Please find enclosed the invoice, waivers of lien and certified payroll. If you have any questions or concerns, please contact me at (224) 275-0030.

Sincerely,



Brad S. Bahn
 Construction Engineer

CHICAGOLAND PAVING CONTRACTORS, INC.

225 TELSER ROAD
LAKE ZURICH, IL 60047
(847) 550-9681
FAX (847) 550-9684

INVOICE

Date: 6/18/2024
Due Date:

Inv. No.: 236402
Page No.:

Village of Forest Park
Accounts Payable
517 Desplaines Ave
Forest Park, IL. 60130

Water Tower Paving Project

REFERENCE	TERMS	YOUR #	OUR #	SALES REP
DESCRIPTION REFERENCE	UNIT MEASURE	QUANTITY	UNIT PRICE ITEM DISCOUNT	EXTENDED PRICE
WORK COMPLETED TO DATE				\$25,561.73
LESS 10% RETENTION				(\$2,556.17)
LESS PREVIOUS PAYMENTS - THANK YOU				(\$4,679.42)
SUB TOTAL				\$18,326.14
TAX				\$0.00
TOTAL				\$18,326.14
NET TO PAY				\$18,326.14

Thank You Very Much For Your Business!

WAIVER OF LIEN TO DATE

STATE OF ILLINOIS }
 COUNTY OF LAKE } SS

CPC Project No. 23-64

TO WHOM IT MAY CONCERN:

Escrow # _____

WHEREAS the undersigned has been employed by Village of Forest Park
 to furnish Asphalt Paving
 for the premises known as Water Tower Paving
 of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of Eighteen Thousand, Three Hundred Twenty Six Dollars & 14/100
 (\$ 18,326.14) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
 do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,
 relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on
 the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become
 due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, furnished to this date by the
 undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE June 18, 2024 COMPANY NAME Chicagoland Paving Contractors, Inc.

SIGNATURE AND TITLE _____ V.P.

* Extras include but are not limited to change orders, both oral and written, to the contract.

STATE OF ILLINOIS }
 COUNTY OF LAKE } SS **CONTRACTOR'S AFFIDAVIT**

TO WHOM IT MAY CONCERN:

The undersigned William R. Bowes being duly sworn, deposes
 and says that he or she is Vice President
 of Chicagoland Paving Contractors, Inc. who is the
 contractor furnishing Asphalt Paving work on the building
 located at Water Tower Paving
 owned by Village of Forest Park

That the total amount of the contract including extras* is \$ 45,000.00 on which he has received payment of
 \$ 4,679.42 prior to this payment.

That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the
 validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said
 work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof
 and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work
 according to plans and specifications:

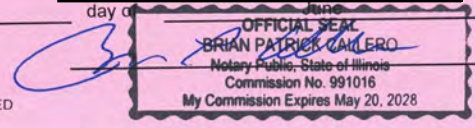
NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Chicagoland Paving Contractors, Inc.	Asphalt Paving	45,000.00	4,679.42	18,326.14	21,994.44

All materials Taken From Prepaid Stock & Delivered in Company Owned Trucks. All Labor Paid In Full				
Total Labor And Material Including Extras* To Complete	45,000.00	4,679.42	18,326.14	21,994.44

That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
 any kind done upon or in connection with said work other than above stated.

DATE June 18, 2024 Signature: _____
 Subscribed and sworn before me this 18th day of June, 2024

*EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.



Notary



Case #: 24-CTP-143149

Illinois Department of Labor

160 N. LaSalle St Suite1300
Chicago, IL 60601

Dol.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIED TRANSCRIPT OF PAYROLL FORM

Payroll Date	Project Location
5/13/2024 to 5/19/2024	Various
Contractor Number Or FEIN	Forest Park IL 60130
36-3494492	
Project Number or Name	State Capital Funds
23-64	No
Agency	
Not a State Agency	

Company Name	Contractor Location
Chicagoland Paving Contractors Inc.	225 TELSER RD
Contact Name	LAKE ZURICH IL 60047
Brian Patrick Callero	
Primary Email	Secondary Email
brian@chicagolandpaving.com	
Primary Phone	Secondary Phone
8475509681	

Public Body Name	Public Body Address
Forest Park	517 DES PLAINES AVE
Contact Name	FOREST PARK IL 60130
James Amello	
Primary Phone	Secondary Phone
8478230500	

Employee Detail

Name	Last4SSN	Classification	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	white	N H L	m	No	Yes	No	No	[REDACTED]
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					white	N H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	

G-Gender V-Veteran J-Journeyman F-Foreman A-Apprentice

N H L- Not Hispanic or Latino
H L- Hispanic or Latino

Work Classification

Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Work
[REDACTED]	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	1.00	1.00	0.00	48.90	73.35	0.00	2029.35	1513.14	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									

[REDACTED]	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	48.90	73.35	0.00	2176.05	1630.81	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									

[REDACTED]	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	0.00	2.00	0.00	48.90	73.35	0.00	2469.45	1877.32	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Pension 15.91 Health 17.37 Vacation 0.00 Training 1.17

	P	0.00	0.00	0.00	1.50	0.00	0.00	0.00	1.00	0.50	0.00	48.90	73.35	0.00	1992.68	1349.01	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		15.91		Health		17.37		Vacation		0.00		Training		1.17	

	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	1.00	1.00	0.00	56.25	83.37	0.00	2750.25	1613.56	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		20.05		Health		22.95		Vacation		2.00		Training		2.70	

	P	0.00	0.00	0.00	2.00	2.50	0.00	0.00	2.50	2.00	0.00	43.34	65.31	0.00	2068.15	1631.05	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		12.50		Health		12.40		Vacation		0.00		Training		0.43	

	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	1.00	1.00	0.00	48.90	73.35	0.00	2029.35	1449.10	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		15.91		Health		17.37		Vacation		0.00		Training		1.17	

	P	0.00	0.00	0.00	0.00	5.00	0.00	0.00	4.00	1.00	0.00	45.59	68.38	0.00	2507.45	1903.68	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		12.50		Health		12.40		Vacation		0.00		Training		0.43	

	P	0.00	0.00	0.00	2.00	0.00	0.00	0.00	1.00	1.00	0.00	56.25	83.37	0.00	2333.38	1533.83	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension		20.05		Health		22.95		Vacation		2.00		Training		2.70	

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

Bill Bowes
May 23, 2024



Case #: 24-CTP-147733

Illinois Department of Labor

160 N. LaSalle St Suite1300
Chicago, IL 60601

DoI.certifiedpayroll@Illinois.gov • Phone: (312) 793-3600

CERTIFIED TRANSCRIPT OF PAYROLL FORM

Payroll Date	Project Location
5/20/2024 to 5/26/2024	Various
Contractor Number Or FEIN	Forest Park IL 60130
36-3494492	
Project Number or Name	State Capital Funds
23-64	No
Agency	
Not a State Agency	

Company Name	Contractor Location
Chicagoland Paving Contractors Inc.	225 TELSER RD
Contact Name	LAKE ZURICH IL 60047
Brian Patrick Callero	
Primary Email	Secondary Email
brian@chicagolandpaving.com	
Primary Phone	Secondary Phone
8475509681	

Public Body Name	Public Body Address
Forest Park	517 DES PLAINES AVE
Contact Name	FOREST PARK IL 60130
James Amello	
Primary Phone	Secondary Phone
8478230500	

Employee Data

Name	Last4SSN	Classification	Address	City	Race	Ethnicity	G	V	J	F	A	PhoneNumber
					hispanic or latino	H L	m	No	Yes	No	No	
					white	N H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					white	N H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					white	N H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					hispanic or latino	H L	m	No	Yes	No	No	
					white	N H L	m	No	Yes	No	No	

G-Gender

V-Veteran

J-Journeyman

F-Foreman

A-Apprentice

N H L- Not Hispanic or Latino

H L- Hispanic or Latino

Name		Mon	Tue	Wed	Thr	Fri	Sat	Sun	Straight Hrs	Tot OT Hrs	Dub Tim Hrs	Hourly Wage	OT Wage Rate	Dbl Tim Wage	Gross	Net	No Work
	P	0.00	0.00	3.00	0.00	0.00	0.00	0.00	2.50	0.50	0.00	48.90	73.35	0.00	2249.40	1695.94	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									
	P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	48.90	73.35	0.00	1564.80	1180.28	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									
	P	0.00	0.00	6.00	0.00	0.00	0.00	0.00	1.50	4.50	0.00	57.80	85.70	0.00	3726.05	2339.29	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 20.05		Health 22.95		Vacation 2.00		Training 2.70									
	P	0.00	0.00	4.50	0.00	0.00	0.00	0.00	4.50	0.00	0.00	43.34	65.31	0.00	1752.49	1287.47	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 12.50		Health 12.40		Vacation 0.00		Training 0.43									
	P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	48.90	73.35	0.00	1564.80	1192.86	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									
	P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	48.90	73.35	0.00	1674.83	1317.44	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									
	P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	48.90	73.35	0.00	1564.80	1085.21	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 15.91		Health 17.37		Vacation 0.00		Training 1.17									
	P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	56.25	83.37	0.00	2375.06	1371.91	
	NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
		Pension 20.05		Health 22.95		Vacation 2.00		Training 2.70									

P	3.50	0.00	8.00	0.00	0.00	0.00	0.00	11.00	0.50	0.00	43.34	65.31	0.00	1823.24	1446.40	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		12.50		Health		12.40		Vacation		0.00		Training		0.43		

P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	72.00	107.00	0.00	4200.00	2580.63	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		15.91		Health		17.37		Vacation		0.00		Training		1.17		

P	4.00	0.00	3.25	0.00	0.00	0.00	0.00	3.25	4.00	0.00	43.89	65.83	0.00	2232.90	1755.27	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		12.50		Health		12.40		Vacation		0.00		Training		0.43		

P	0.00	0.00	5.00	0.00	0.00	0.00	0.00	1.50	3.50	0.00	51.60	76.40	0.00	3019.00	2097.94	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		20.05		Health		22.95		Vacation		2.00		Training		2.70		

P	0.00	0.00	8.00	0.00	5.00	0.00	0.00	13.00	0.00	0.00	48.90	73.35	0.00	1564.80	1162.71	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		15.91		Health		17.37		Vacation		0.00		Training		1.17		

P	0.00	0.00	4.50	0.00	0.00	0.00	0.00	1.50	3.00	0.00	48.90	73.35	0.00	2726.18	1832.64	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		15.91		Health		17.37		Vacation		0.00		Training		1.17		

P	3.00	0.00	8.00	0.00	0.00	0.00	0.00	11.00	0.00	0.00	43.34	65.31	0.00	1741.60	1384.83	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		12.50		Health		12.40		Vacation		0.00		Training		0.43		

P	0.00	0.00	8.00	0.00	0.00	0.00	0.00	8.00	0.00	0.00	56.25	83.37	0.00	1350.00	956.58	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Pension		20.05		Health		22.95		Vacation		2.00		Training		2.70		

P	3.00	0.00	2.50	0.00	0.00	0.00	0.00	5.50	0.00	0.00	43.34	65.31	0.00	1741.60	1372.27	
NP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	

Pension 12.50 Health 12.40 Vacation 0.00 Training 0.43

I, do hereby state: that I pay or supervise the payment of the persons employed on the public works project that during the payroll period commencing between mentioned above, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said from the fully weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates herein stated and that the classification set forth for each laborers, workers, or mechanic conform to the work he/she performed

William Bowes

May 29, 2024

RESOLUTION NO. R-_____ -24

**A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR
THE 2024 MADISON STREET PARKING LOT SEALCOATING PROJECT
TO M&J ASPHALT PAVING, INC.**

WHEREAS, the Village of Forest Park (“Village”) previously approved specifications and advertised for bids for the 2024 Madison Street Parking Lot Sealcoating Project ("Project"); and

WHEREAS, on June 19, 2024, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and three (3) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$50,000.00</i>
1	M&J Asphalt Paving, Inc.	\$24,500.00
2	Patriot Pavement Maintenance	\$30,000.00
3	McGill Construction, LLC	\$36,170.14

WHEREAS, M&J Asphalt Paving, Inc. was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined M&J Asphalt Paving, Inc. to be the lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to M&J Asphalt Paving, Inc. for the bid in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, M&J Asphalt Paving, Inc., for the bid in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00); and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to M&J Asphalt Paving, Inc., pursuant to the bid for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, M&J Asphalt Paving, Inc., for the bid in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, M&J Asphalt Paving, Inc., for the bid in the amount of Twenty-Four Thousand Five Hundred and 00/100 Dollars (\$24,500.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 28, 2024

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

Attention: Rachell Entler – Village Administrator

Subject: 2024 Madison Street Parking Lot Sealcoating Project
Bid Results
(CBBEL Project No. 0023.BG118)

Dear Ms. Entler,

On Wednesday, June 19th, at 10:00 a.m. bids were received and opened for the aforementioned project. Three (3) bids were received, and they have been summarized below.

Company	Project Total
Engineer Estimate	\$50,000.00
M&J Asphalt Paving, Inc.	\$24,500.00
Patriot Pavement Maintenance	\$30,000.00
McGill Construction LLC.	\$36,170.14

As shown above, M&J Asphalt Paving, Inc. is the apparent low qualified bidder for the project. M&J Asphalt has completed projects in the Village in the past that have been both on time and under budget. Our office recommends accepting the low bidder for the project.

Attached please find a copy of the bid tabulation for your review.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

Jim Amelio, PE
Group Lead, Civil Engineering Design

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Madison Park Light Sealcoating Project (#5102011)
 Owner: Village of Forestburg
 Solicitor: Christopher E. Burke Engineering Ltd
 06/19/2024 10:30 AM CDT

BID TABULATION

Project No. 069111

BASE BID						Engineer Estimate		N & J Asphalt Paving, Inc.		Patriot Pavement Maintenance		MCULL CONSTRUCTION LLC	
Line Item	Item Code	Item Description	UoM	Quantity		Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	*K.A	SEAL COATING FOR ASPHALT DRIVEWAYS	LS	1		\$50,000.00	\$50,000.00	\$24,500.00	\$24,500.00	\$12,000.00	\$12,000.00	\$36,170.14	\$36,170.14
						TOTAL:	\$50,000.00	TOTAL:	\$24,500.00	TOTAL:	\$30,000.00	TOTAL:	\$56,170.14

RESOLUTION NO. R-_____ -24

**A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR
THE 2024 MADISON STREET SITE FURNISHINGS PROJECT
TO MISFITS CONSTRUCTION COMPANY**

WHEREAS, the Village of Forest Park (“Village”) previously approved specifications and advertised for bids for the 2024 Madison Street Site Furnishings Project ("Project"); and

WHEREAS, on June 19, 2024, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and two (2) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$134,500.00</i>
1	Misfits Construction Company	\$164,500.00
2	Alliance Contractors, Inc.	\$187,613.00

WHEREAS, Misfits Construction Company was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Misfits Construction Company to be the lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Misfits Construction Company for the bid in the amount of One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$164,500.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Misfits Construction Company, for the bid in the amount of One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$164,500.00); and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to Misfits Construction Company, pursuant to the bid for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Misfits Construction Company, for the bid in the amount of One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$164,500.00).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, Misfits Construction Company, for the bid in the amount of One Hundred Sixty-Four Thousand Five Hundred and 00/100 Dollars (\$164,500.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 28, 2024

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

Attention: Rachell Entler – Village Administrator

Subject: 2024 Madison Street Site Furnishings Project
Bid Results
(CBBEL Project No. 0023.BG118)

Dear Ms. Entler,

On Wednesday, June 19th, at 10:00 a.m. bids were received and opened for the aforementioned project. Two (2) bids were received, and they have been summarized below.

Company	Project Total
Engineer Estimate	\$134,500.00
Misfits Construction Company	\$164,500.00
Alliance Contractors Inc.	\$187,613.00

As shown above, Misfits Construction Company is the apparent low qualified bidder for the project. Our office recommends accepting the low bidder for the project. We called the references provided by Misfits Construction Company as part of their bid and they came back positive.

Attached please find a copy of the bid tabulation for your review.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,



Jim Amelio, PE
Group Lead, Civil Engineering Design

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Madison Street Site Furnishings Project (#9165305)
 Owner: Village of Forest Park
 Solicitor: Christopher B Burke Engineering Ltd
 06/19/2024 10:00 AM CDT

BID TABULATION
 Project No. BG118

BASE BID						Engineer Estimate		Misfits Construction Company		Alliance Contractors Inc.	
Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	*NA	Benches Removal and Replacement	Ea	15	\$2,500.00	\$37,500.00	\$3,800.00	\$57,000.00	\$3,430.00	\$51,450.00
	2	*NA	Trash Receptacles Removal and Replacement	Ea	26	\$2,000.00	\$52,000.00	\$2,000.00	\$52,000.00	\$2,818.00	\$73,268.00
	3	*NA	Bike Racks Removal and Replacement	Ea	15	\$2,000.00	\$30,000.00	\$1,800.00	\$27,000.00	\$1,235.00	\$18,525.00
	4	*NA	Community Events Sign	LS	1	\$15,000.00	\$15,000.00	\$28,500.00	\$28,500.00	\$44,370.00	\$44,370.00
						TOTAL:	\$134,500.00	TOTAL:	\$164,500.00	TOTAL:	\$187,613.00

**A RESOLUTION AUTHORIZING THE CONTRACT AWARD FOR
THE 2024 MADISON STREET LANDSCAPING PROJECT
TO EMERALD SITE SERVICES, LLC**

WHEREAS, the Village of Forest Park (“Village”) previously approved specifications and advertised for bids for the 2024 Madison Street Landscaping Project ("Project"); and

WHEREAS, on June 19, 2024, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and two (2) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$47,250.00</i>
1	Emerald Site Services, LLC	\$56,250.00
2	Misfits Construction Company	\$119,295.00

WHEREAS, Emerald Site Services, LLC was the apparent lowest responsible and qualified bidder for the Project and provided the correct forms required for the Project, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineer, which determined Emerald Site Services, LLC to be the lowest responsible and qualified bidder for the bid, pursuant to Village requirements and conditions, and recommends to the Village Council that the award of contract for the Project be made to Emerald Site Services, LLC for the bid in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 (\$56,250.00); and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Emerald Site Services, LLC, for the bid in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 (\$56,250.00); and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to Emerald Site Services, LLC, pursuant to the bid for the Project, and that the Village Clerk attest to the Mayor's signature on said documents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The Council of the Village of Forest Park finds that it is in the best interest of the Village to award the contract for the Project to the lowest responsible and qualified bidder, Emerald Site Services, LLC, for the bid in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 (\$56,250.00).

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest responsible and qualified bidder, Emerald Site Services, LLC, for the bid in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 (\$56,250.00).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 28, 2024

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

Attention: Rachell Entler – Village Administrator

Subject: 2024 Madison Street Landscaping Project
Bid Results
(CBBEL Project No. 0023.BG118)

Dear Ms. Entler,

On Wednesday, June 19th at 10:00 a.m. bids were received and opened for the aforementioned project. Two (2) bids were received and have been summarized below.

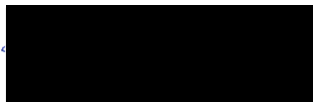
Company	Project Total
Engineer Estimate	\$47,250.00
Emerald Site Services, LLC	\$56,250.00
Misfits Construction Company	\$119,295.00

As shown above, Emerald Site Services, LLC is the apparent low qualified bidder for the subject project. Christopher Burke Engineering, Ltd. has worked with Emerald Site Services in the past and recommends accepting the low bidder for the project.

Attached please find a copy of the bid tabulation for your review.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,



Jim Amelio
Group Lead, Civil Engineering Design

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Madison Street Landscaping Project (#9167382)
 Owner: Village of Forest Park
 Solicitor: Christopher B Burke Engineering Ltd
 06/19/2024 10:00 AM CDT

BID TABULATION
 Project No. BG118

BASE BID						Engineer Estimate		Emerald Site Services, LLC		Misfits Construction Company	
Section Title	Line Item	Item Code	Item Description	Uo7M	Quantity	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
	1	20101200	TREE ROOT PRUNING	EA	45	\$300.00	\$13,500.00	\$100.00	\$4,500.00	\$1.00	\$45.00
	2	*NA	TREE GRATE REMOVAL	EA	45	\$250.00	\$11,250.00	\$125.00	\$5,625.00	\$250.00	\$11,250.00
	3	*NA	POURED IN PLACE RUBBER SURFACE, SPECIAL	EA	45	\$500.00	\$22,500.00	\$1,025.00	\$46,125.00	\$2,400.00	\$108,000.00
						TOTAL:	\$47,250.00	TOTAL:	\$56,250.00	TOTAL:	\$119,295.00

**A RESOLUTION APPROVING THE SPECIFICATIONS AND
AUTHORIZING THE ADVERTISING OF BIDS FOR THE
VILLAGE OF FOREST PARK FERDINAND AVENUE
WATERMAIN REPLACEMENT AND RESURFACING PROJECT
(Madison Street and Jackson Boulevard)**

WHEREAS, the Village of Forest Park ("Village") has undertaken to develop plans and specifications for the Ferdinand Avenue Watermain Replacement and Resurfacing Project in the Village (the "Project"); and

WHEREAS, the Village desires to approve certain specifications and advertisement for bids for the Project.

BE IT RESOLVED, by the Mayor and Village Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. Finding of the Corporate Authorities

In the opinion of a majority of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village approve the specifications, advertise for bids and solicit bids for the Project.

Section 2. Advertisement for Bids

The Village Clerk and Village Engineer, Christopher B. Burke Engineering, Ltd., are hereby authorized and directed to cause an advertisement and to solicit bids, pursuant to the public bid process and in substantially the form of the Ferdinand Avenue Watermain Replacement and Resurfacing Project Contract Specifications Package, attached hereto as Exhibit "A" and made a part hereof.

Section 3. Effective Date

This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk

EXHIBIT A

Ferdinand Avenue Watermain Replacement and Resurfacing Project Specifications

RESOLUTION NO. R-_____ -24

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR
PHASE II DESIGN FOR THE 2025 GREEN ALLEY PROJECT BY AND
BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.
AND THE VILLAGE OF FOREST PARK
(800 Block Thomas-Beloit Alley)**

WHEREAS, the Village of Forest Park ("Village") proposes to reconstruct the T-alley on the 800 block between Thomas Avenue and Beloit Avenue ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer are required to facilitate implementation of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional engineering services to coordinate, implement and provide oversight for the Project; and

WHEREAS, if the Village elects to apply for and receive the Metropolitan Water Reclamation District ("MWRD") Green Infrastructure Partnership for Project construction costs only, then the Project will be a "green alley" with a 4' brick ribbon along the centerline and Burke will provide additional pavement section options to the Village to determine the best pavement section to maximize storage and available funding from MWRD.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional engineering services for the oversight of the Project.

Section 3. That certain "800 Block Thomas-Beloit Alley Improvement Project - Professional Engineering Services Proposal for Phase II Design Engineering for the Village Hall Parking Lot Improvements" between the Village and Burke for the estimated fee of Fifty

Thousand Three Hundred Fifty and 00/100 Dollars (\$50,350.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk

EXHIBIT A

**800 Block Thomas-Beloit Alley Improvement Project –
Professional Engineering Services Proposal for Phase II Design**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 31, 2024

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

Attention: Ms. Rachell Entler, Village Administrator

Subject: 800 Block Thomas-Beloit Alley Improvement Project - Professional
Engineering Services Proposal for Phase II Design

Dear Ms. Entler:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for design engineering services related to the 800 Block Thomas-Beloit Alley Improvement Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village wants to reconstruct the T-alley on the 800 block between Thomas Avenue and Beloit Avenue. If the Village opts to receive the MWRD Green Infrastructure Partnership, then the 800 Thomas-Beloit alleys will be green alleys with a 4' brick ribbon along the centerline. CBBEL will provide additional pavement section options to the Village to determine the best pavement section to maximize storage and available funding from MWRD.

It is our understanding that the Village will be using MWRD GI funding to cover Construction costs only and Design and Construction Engineering will be funded locally.

Please note that this proposal does not include cleaning and televising of the existing sewer system. It is highly recommended that existing sewers be televised and evaluated prior to the alley improvements.

SCOPE OF WORK

CBBEL proposes the following scope of engineering services to complete the project.

Task 1 – Topographic Survey

CBBEL will perform a topographic survey of the proposed alley location: "T" Alley between Thomas Ave & Beloit Ave, south of Harrison St. (from E'LY ROW Thomas to W'ly ROW Beloit, 800 LF) The survey will be used as a base map for design purposes. Included are the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates (NAD '83, Illinois East Zone 1201); CBBEL will establish recoverable primary control.
2. Vertical Control: CBBEL will establish elevations on new horizontal control points based on NAVD '88 Vertical Datum.
3. Field topographic survey to locate and measure pavement, curbs, trees, fences, walks, curb cuts, utilities, approximate right-of-way and other pertinent site features.
4. Field Survey to determine detailed utility structure rim and invert elevations, pipe size and material.
5. Field level run to establish vertical control.
6. Office calculations and plotting of field data.
7. Drafting of an existing conditions plan in a Microstation drawing file.

CBBEL will create design base sheets from the survey at a scale of 1" = 20'. This task will also include identification of approximate right-of-way.

Task 2 – Pavement and Soils Investigation

CBBEL will utilize our subconsultant, Rubino Engineering, to perform pavement cores. The results of the cores will assist in design and preparation of quantities. The subconsultant will also perform Clean Construction or Demolition Debris (CCDD) testing so that soils may be disposed of in accordance with Illinois Environmental Protection Agency (IEPA) requirements consisting of a Potentially Impacted Property (PIP) evaluation and LPC-662 soil analysis.

Task 3 – Field Reconnaissance

This task will consist of inspecting the Village structures within the right-of-way to determine if they should be adjusted, reconstructed, or replaced. Field reconnaissance shall also include assessment of curb and sidewalk to determine replacement scope.

Task 4 – Utility Coordination

Based on utility information obtained as part of Task 1 and a JULIE design locate, CBBEL will draft existing utilities on the plans and send them back to the utility companies for verification of their locations. CBBEL will identify potential conflicts and coordinate any required relocation work with the respective utilities.

Task 5 – Preparation of Plans and Specifications

This task will consist of preparing detailed engineering plans, specifications, and an Engineer's opinion of probable cost. The plans will be prepared with the topographic survey as a base map.

Task 6 – Permitting

This task will consist of preparing a permit application to the Metropolitan Water Reclamation District (MWRD) for qualified sewer construction.

Task 7 – Bidding Assistance

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all the bids and make a recommendation of award.

ESTIMATE OF FEE

Our Estimate of Fee is \$50,350.00 as shown on the attached exhibit A.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

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

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

WBL/JFA
N:\PROPOSALS\ADMIN\2024\Forest Park 800 Block Beloit Thomas Green Alley Phase III\Forest Park 800 Block Beloit Thomas Green Alley Phase II.docx

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
 - Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
 - Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005
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RESOLUTION NO. R-_____ -24

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL FOR
THE 2025 LEAD SERVICE LINE REPLACEMENT PROJECT LOAN
APPLICATION ASSISTANCE AND BIDDING DOCUMENTS BY
AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") proposes to apply for an Environmental Protection Agency ("IEPA") forgivable loan to implement the 2025 Lead Service Line Replacement Project ("Project"); and

WHEREAS, due to the nature of the Project, it is hereby determined that the professional services of a professional engineer are required to facilitate implementation of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the completion of the Project; and

WHEREAS, the Village has a prior, satisfactory relationship with Burke, and it is advisable, necessary and in the best interest of the Village to enter into a contract with Burke to provide professional engineering services to coordinate, implement and provide loan application assistance and bidding documents for the Project.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1. The facts and statements contained in the preambles to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for the professional engineering services for the preparation of IEPA loan and bidding documents for the Project.

Section 3. That certain "Professional Engineering Services Proposal for 2025 Lead Service Line Replacement Project Loan Application Assistance and Bidding Documents" between the Village and Burke for the not-to-exceed fee of Eighty-Nine Thousand Two Hundred Ninety and 00/100 Dollars (\$89,290.00) ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

Section 4. The Mayor be and is hereby authorized and directed to execute and the Village Clerk to attest on behalf of the Village the Proposal for the Project substantially in the

form attached hereto as Exhibit A, with such changes therein as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of the approval of such changes, if any.

Section 5. This Resolution shall be in full force and effect upon its passage in the manner provided by law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk

EXHIBIT A

**Professional Engineering Services Proposal for
2025 Lead Service Line Replacement Project
Loan Application Assistance and Bidding Documents**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

June 10, 2024

Village of Forest Park
517 Des Plaines Ave
Forest Park, IL 60130

Attention: Ms. Rachell Entler, Village Administrator

Subject: Professional Engineering Services Proposal for
2025 Lead Service Line Replacement Project
Loan Application Assistance and Bidding Documents
Forest Park, Illinois

Dear Ms. Entler:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for professional engineering services related to IEPA loan application assistance and preparation of bidding documents for the Lead Service Line Replacement Project in the Village of Forest Park (Village). Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the assignment will consist of assisting the Village in preparing an IEPA loan application for the Village's lead service line replacement project, in accordance with the Project Plan prepared by CBBEL and approved by IEPA. Additionally, CBBEL will perform final design engineering and prepare bidding documents to allow the Village to hire a contractor to complete the lead service line replacement work in compliance with IEPA procurement rules. The total construction cost of the project is anticipated to be approximately \$2.3M, which corresponds to approximately 265 service replacements.

Lead services (private side) within the project limits will be replaced 18" into the interior of the structure. This proposal assumes that all easements, including temporary construction easements and access agreements, required to construct the project will be handled by the Village.

SCOPE OF WORK

IEPA LOAN APPLICATION ASSISTANCE

Task 1 – IEPA Loan Application: CBBEL will assist the Village in preparing and submitting the loan application package documents required under the IEPA Loan Program. This includes the Loan Application packet and supporting documents required to be submitted with the application, including documentation on the user charge system (OM&R, water ordinance and rates), dedicated source of revenue for debt obligations and debt ordinance. This task also includes drafting and incorporation of IEPA's extensive front-end documents into the project bid document package.

Task 2 – IEPA Coordination and Management: A substantial amount of coordination with the IEPA throughout the loan application process is anticipated to be required as the project is developed in accordance with IEPA loan requirements. CBBEL will work diligently with the IEPA on behalf of the Village to exchange project information, complete and submit requested forms and other data and support adherence to the proposed project schedule. CBBEL will work with IEPA to provide the necessary information and facilitate approvals of various forms and checklists that are required for loan approval.

FINAL ENGINEERING

Task 3 – Data Collection: At the onset of the project, CBBEL will collect the following information from the Village:

- Village Utility Atlases
- Village GIS Data
- Village information regarding materials and other aspects of existing water services within the project limits
- Address list and property owner/tenant information for each parcel within the project limits

Task 4 – Resident Outreach: In addition to posting the fliers directing residents to the web portal, CBBEL will follow up with the impacted residents including the knocking on doors, site visits, and following up with residents who do not initially respond to the fliers. A CBBEL representative will be made available to any answer questions residents may have.

In the event a resident does not respond via the web portal, CBBEL will visit their home on up to two (2) occasions in an effort to connect with resident and ensure they understand the project and complete the online questionnaire via the web portal. After two (2) attempts to contact the resident, if they are still not responsive, CBBEL will move on to the next location.

Task 5 – Pre-Final Design: CBBEL will prepare pre-final design documents for the project. The design documents are anticipated to consist of a project manual that includes location maps, front-end contract provisions, project specifications and Special Provisions, and pay

items/quantities related to the replacement of public and private lead services based on available information service type, size and location. CBBEL will develop estimates of cost and working days.

The project manual will include pertinent data obtained from submissions through the web portal, to provide bidders with as much information about each service replacement location as possible. The project manual and cost estimate will be submitted to the Village for review and comment.

It is assumed that all services will be installed via trenchless methods (Horizontal Directional Drilling (HDD) or lead extraction), unless deemed infeasible by the Village, and that existing water meters will remain in place.

Task 6 – Final Design and Bidding Documents: CBBEL will make revisions to the pre-final design based on the Village's review comments. The requested number of copies of the project manual will be submitted to the Village for their files. A final estimate of cost and estimate of required working days will also be submitted. We will provide the bidding documents to the Village in electronic format. CBBEL will provide final electronic drawings and specifications to be issued to prospective bidders via the QuestCDN website.

Task 7 – Bidding Assistance: CBBEL will perform the following Bidding Assistance services:

- Advertisement – CBBEL will prepare the bid advertisement (to be published by Village), distribute plans and specifications to all bidders, and hold a bid opening and pre-bid meeting (if required).
- Preparation of Addenda – CBBEL will field bidder questions and requests for clarification. Based on these questions and request, CBBEL will prepare addenda as necessary to respond to the questions presented. Addenda will be issued to the Village for distribution to the bidders.
- Bid Evaluation Assistance – CBBEL will attend the bid opening and evaluate the bids and bidders to determine if the bids were submitted in accordance with the contract documents and if the bidders are qualified to perform the work.
- Award Recommendation – Base upon the Bid Evaluation, CBBEL will provide a recommendation to the Village for award of the construction contracts including a spreadsheet tabulation of all bids received and opened.
- Contract Administration – CBBEL will assist the Village in preparation of contracts and execution of the contracts and review of contract-related documents provided by the successful bidder.

Task 8 – Project Coordination, Meetings, and Project Management: CBBEL will coordinate with the Village throughout the design of the project. In addition to phone conversations and written and electronic coordination, it is anticipated that up to two (2) meetings may be held with Village Staff.

CBBEL will prepare agendas, presentations and meeting exhibits as requested by the Village. Following attendance at each meeting, CBBEL will prepare meeting summaries. This proposal assumes that no public involvement will be required during the final design of this project.

SCOPE EXCLUSIONS

The following tasks are excluded from the Scope of Work:

- Geotechnical and environmental soils investigation
- Sewer main/service televising
- Preparation of access agreements and coordination/negotiations with property owners.
- Topographic survey and utility coordination

ESTIMATE OF FEE

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

<u>Task</u>	<u>Fee</u>
Task 1 – IEPA Loan Application	\$ 6,420
Task 2 – IEPA Coordination and Management	\$ 8,300
Task 3 – Data Collection	\$ 5,340
Task 4 – Resident Outreach	\$ 40,000
Task 5 – Pre-Final Design	\$ 11,080
Task 6 – Final Design and Bidding Documents	\$ 12,680
Task 7 – Bidding Assistance	\$ 2,140
Task 8 – Project Coordination, Meetings, and Project Management	\$ 3,080
Direct Costs	\$ 250

TOTAL NOT-TO-EXCEED FEE: \$ 89,290

We will bill you at the hourly rates specified in the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. We will not exceed the fee without written permission of the client. The General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services.

SPECIAL AGREEMENT TERMS PER IEPA LOAN REQUIREMENTS

The following terms and conditions are required to be included in all engineering contracts to be eligible for IEPA Public Water Supply Loan Program (PWSLP) funds and are hereby part of this agreement:

Audit and Access to Records Clause

- a) Books, records, documents, and other evidence directly pertinent to performance of PWSLP/WPCLP loan work under this agreement shall be maintained in accordance with generally accepted Accounting Principles. The Agency or any of its authorized representatives shall have access to the books, records, documents, and other evidence for the purpose of inspection, audit and copying. Facilities shall be provided for access and inspection.
- b) Audits conducted pursuant to this provision shall be in accordance with auditing standards generally accepted in the United States of America.
- c) All information and reports resulting from access to records pursuant to the above shall be disclosed to the Agency. The auditing agency shall afford the engineer an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report.
- d) The final audit report shall include the written comments, if any, of the audited parties.
- e) Records shall be maintained and made available during performance of project services under this agreement and for three years after the final loan closing. In addition, those records that relate to any dispute pursuant to the Loan Rules Section 662.650/365.650 (Disputes) or litigation or the settlement of claims arising out of project performance or costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the resolution of the appeal, litigation, claim or exception.

Covenant Against Contingent Fees

The professional services contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bonafide employees. For breach or violation of this warranty, the loan recipient shall have the right to annul this agreement without liability or in its discretion to deduct from the contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

Certification Regarding Debarment, Suspension and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or

agency; (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Contract Completion Date

Loan Application and Bidding Documents: 6/30/2025

USEPA Nondiscrimination Clause

The contractor (engineer) shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

USEPA Fair Share Percentage Clause

The engineer agrees to take affirmative steps to assure that disadvantaged business enterprises are utilized when possible as sources of supplies, equipment, construction, and services in accordance with the PWS Loan Program rules. As required by the award conditions of USEPA's Assistance Agreement with Illinois EPA, the engineer acknowledges that the fair share percentages are 5% for MBEs & 12% for WBEs.

We appreciate the opportunity to provide the Village with professional services on this important project. Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

**AN ORDINANCE AUTHORIZING THE LEASE WITH
OPTION TO PURCHASE AND MAINTENANCE FOR MAIL
FOLDING AND STUFFING EQUIPMENT FROM PITNEY BOWES**

WHEREAS, the Village of Forest Park (the “Village”), a body politic and corporate, duly organized and existing as a municipal corporation of the State of Illinois, is authorized by the laws of the State of Illinois to purchase and acquire personal property for the benefit of the Village and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the corporate authorities of the Village deem it for the benefit of the Village and for the efficient and effective administration thereof that the Village lease with an option to purchase and maintenance of new mail folding and stuffing equipment to assist staff in the efficient operation to distribute parking tickets, adjudication notices and other mailings (“Mailing Equipment”), constituting personal property necessary for the Village to efficiently perform essential governmental functions; and

WHEREAS, the Village investigated proposals through Sourcewell Purchasing Cooperative (“Sourcewell”) and received a proposal for the lease with option to purchase and maintenance of the Mailing Equipment from Pitney Bowes (“Pitney Bowes Proposal”), which currently but will no longer maintain and service the Village’s existing outdated Mailing Equipment; and

WHEREAS, in the opinion of four-fifths of the corporate authorities of the Village, it is advisable, necessary and in the public interest that the Village waive the purchasing procedure prescribed in the Village Code and lease with option to purchase and maintenance of the Mailing Equipment through Sourcewell, pursuant to the Pitney Bowes Proposal attached hereto and made a part hereof as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Forest Park, Cook County, Illinois, as follows:

Section 1: That the facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2: That it is hereby determined that it is advisable, necessary and in the public interest that the Village of Forest Park waive the purchasing procedures prescribed in the Village

Code and lease with option to purchase and maintenance of the Mailing Equipment through Sourcewell, pursuant to the terms and provisions of the Pitney Bowes Proposal.

Section 3: That the officers and employees of the Village shall take all action necessary or reasonably required by the parties to carry out, give effect to and consummate the transactions contemplated hereby and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Pitney Bowes Proposal.

Section 4: That if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 5: That this Ordinance shall be in full force and effect after its passage by four-fifths of all the commissioners holding office, approval and publication in pamphlet form as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 8th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 8th day of July, 2024.

APPROVED:

Mayor Rory E. Hoskins

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of July, 2024.

Vanessa Belmonte, Village Clerk

EXHIBIT A

PROPOSAL FROM PITNEY BOWES



To: Mayor Hoskins and Commissioners

From: Vanessa Moritz, Village Clerk

Subj: Mailing Equipment – Folding & Stuffing

Date: May 22, 2024, for the June 10, 2024 Meeting

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
FAX: 708-488-0361
www.forestpark.net

Maria Maxham
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
COMMISSIONER
PUBLIC PROPERTY

Rachell Entler
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

We have been notified by Pitney Bowes that support for our current folding and stuffing machine has been discontinued. This equipment was acquired in 2006, and is 18 years old. For many years we have been able to purchase maintenance protection, however Pitney Bowes will no longer maintain the existing equipment. Staff uses this machine to fold and stuff envelopes for parking tickets, court adjudication notices and other mailings. Further, the nature of the equipment is mechanical and service coverage is recommended.

Pitney Bowes has provided me with pricing according to National Government Price rules (GSA pricing). The proposed equipment will replace the current equipment. First year pricing includes free maintenance. After 12 months, \$122.71 per month is added to the lease price for service and maintenance through Pitney Bowes.

This agreement before you will provide new equipment and 5 years of maintenance. At the end of the lease we will have the option to purchase the machine at fair market value. Pitney Bowes estimates that to be about \$800.00. The total annual cost for the equipment and maintenance is \$3,908 for the first year and \$5,381 for years two through five.

I am requesting that you approve this agreement.

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 011322-PIT, effective date March 3, 2022 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms) (Version 1/22) which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you to either provide proof of insurance or participate in the ValueMAX® requirement protection program (see Section 8 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

011322-PIT
State/Entity's Contract#

Lessee Signature

Print Name

Title

Date

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Reginald Pope	reginald.pope@pb.com	
Account Rep Name	Email Address	PBGFS Acceptance



Sending Technology Solutions

Proposal for:

Village Of Forest Park

Prepared by:
Reginald Pope
Major Account Manager 4

March 28, 2024

Notice of confidentiality

© 2023 Pitney Bowes Inc. All rights reserved.

The responses provided herein are intended for discussion purposes and nothing contained herein is intended as a binding agreement, which can only be reached by a written agreement entered into by the parties. The information contained in this document and the solution proposed by Pitney Bowes (PB) is proprietary and confidential to PB. These materials can be used solely for the purpose of evaluating a possible transaction between PB and its prospective client. No recipient of these materials may use them for its own commercial advantage. The recipient of these materials must hold them in confidence and shall not distribute them, in whole or in part, to any other individual or entity in any form without the prior written consent of PB.

Financial Overview

Recommended Solution

- Relay® 4500 inserting solution
 - 2 sheet feeders, 1 insert feeder, 1 high capacity envelope feeder



Pricing is valid until 4/30/2024

Lease Pricing

12 Months	\$325.68 / mo.
48 Months	\$448.39 / mo.

Additional Details

Delivery:	Included
Installation and Training:	Included
Maintenance:	Included
Applicable sales tax:	Not included

Relay® 4500 inserting solution



Key features

<ul style="list-style-type: none"> Improve productivity with cycle speeds of up to 3500 per hour. 	<ul style="list-style-type: none"> Proven, reliable design handles up to 40,000 finished envelopes per month.
<ul style="list-style-type: none"> Increased flexibility and productivity with the additional sheet feed tray and larger envelope feeder. 	<ul style="list-style-type: none"> 325 sheet feeder capacity provides greater productivity.
<ul style="list-style-type: none"> Touch screen interface provides ease of use and convenience with up to 20 programmable jobs. 	<ul style="list-style-type: none"> Increased flexibility and productivity with the additional sheet feed tray and larger envelope feeder.
<ul style="list-style-type: none"> Insert nesting allows additional inserts to nested inside folded document to ensure all contents are being viewed. 	<ul style="list-style-type: none"> Manual feed mode provides increased productivity by allowing clients to manually feed stapled or unique sets.
<ul style="list-style-type: none"> Handle multiple fold types, page sizes and outer envelope sizes, including #10 and 6" x 9.5" envelopes. 	<ul style="list-style-type: none"> Automate variable page documents with 2D barcode scanning that also adds security by ensuring that only the correct pages are inserted into the envelope.

About Us

Pitney Bowes is a global shipping and mailing company that provides technology, logistics, and financial services to more than 90 percent of the Fortune 500. Small business, retail, enterprise, and government clients around the world rely on Pitney Bowes to remove the complexity of sending mail and parcels.



Business Initiative Solutions

<p>Enable Remote Work</p> <p>Empower employees to mail and ship from anywhere, even from home.</p>	<p>Deliver Contactless Pickup</p> <p>Provide convenient safe, secure, and flexible options for parcel delivery.</p>	<p>Optimize Cashflow</p> <p>Consolidated carrier payments, innovative postage funding, and flexible financing.</p>
<p>Automate With API Integrations</p> <p>Improve shipping operations, better manage cash flow, and reduce costs.</p>	<p>Leverage Managed Services</p> <p>Focus on your core business by outsourcing all or parts of your mailing process.</p>	<p>Ensure Regulatory Compliance</p> <p>Mitigate risk and protect private information in mailing and shipping workflows.</p>



Trust and Expertise

Recognized by JD Power 2 years in a row

- 2020 Certified Assisted Technical Support (tele support)
- 2021 Certified Technical Support and Service (tele, field, self service delivery)

97% overall customer satisfaction rating



Local Partner

US-based with headquartered in Stamford, CT

Direct sales and service with local partner channel to support you everywhere you do business.



100+ Years of Experience and Innovation

Market leader in mailing and shipping

Over 3000 active patents



Environmental sustainability

2020 Climate Leadership Award for Excellence in Greenhouse Gas Management from The Center for Climate Solutions and The Climate Registry.

Reduced our electricity consumption by 11% in 2020

Achieve Carbon Neutrality by 2040



Global reach

11,000 employees with 2,500 dedicated Global Service staff

Support over 750,000 businesses around the world including 90% of the Fortune 500

Awards and Recognition

“We do the right thing, the right way.”



2020 Best Corporations for Veteran's Business Enterprises



CLIMATE LEADERSHIP AWARDS 2021
Excellence in Greenhouse Gas Management (Goal Achievement Award) Recipient



Customer Satisfaction Guarantee

Pitney Bowes Sending Technology Solutions is committed to providing our customers with the finest products backed by the highest quality care and service. As long as you continually maintain coverage with a Pitney Bowes Service Level Agreement for hardware and a software maintenance agreement for software after warranty, Pitney Bowes promises to provide you the following:

Guaranteed product performance

For all new and remanufactured Pitney Bowes branded products provided by Pitney Bowes in the U.S., we guarantee performance to our specifications for the initial term of the lease or three years if purchased. If, during that period, the product does not perform to our specifications, and we cannot repair it, we will replace it with a comparable product. If during the first ninety days after installation the replacement product does not perform as specified, you will be entitled to a refund of payments made to us for the replacement product. If the original or replacement product fails to perform due to the use of a non-Pitney Bowes consumable supply or unapproved software/hardware modification, this guarantee will not apply.

Guaranteed nationwide service

Our nationwide service force will respond to service and preventative maintenance requests as part of your maintenance agreement for hardware. If we find that we cannot return your Pitney Bowes branded equipment to a satisfactory operating condition within a reasonable time, where appropriate, we will provide you with a loaner at no additional cost.

Help line support

For customers with products that are supported through our Diagnostics Center, toll-free telephone technical assistance is available Monday through Friday, 8:00am until 8:00pm ET exclusive of holidays.

Rate change protection

With our ability to accommodate a wide range of carriers, we are your rate data source. Also, should you select any of our plans that include software rate protection, we guarantee that you will not be charged for unexpected rate changes within the scope of your plan.

Operator productivity and training excellence

For all products that we install, our skilled professionals will effectively deliver the agreed upon installation and training services.

Purchase Power® service

The Pitney Bowes Bank, Inc. provides postage advances to all qualified customers in good standing. You will not have to pay for postage in advance. You can mail now and pay later when you get your bill.

At Pitney Bowes, we are committed to maintaining long-term partnerships with our customers. If our sales and service support team has been unable to satisfy you, I would like to hear from you. Please call my office at 800 622 2296.

[We won't be satisfied until you are satisfied.](#)

Harris Warsaw

Harris Warsaw
Senior Vice President Global Sales, Global Sending Technology Solutions

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We won't be satisfied until you are satisfied.

Harris Warsaw

Harris Warsaw
Senior Vice President Global Sales, Global Sending Technology Solutions

For more information, visit us online: pitneybowes.com



United States
3001 Summer Street
Stamford, CT 06926-0700

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20SENDETECH06138_US

June 19, 2024

Mayor Rory Hoskins

Forest Park Village Council

The Garage Galleries Committee of the Arts Alliance of Forest Park requests
Your permission and approval to hang banners 3ft x 10ft at Circle & Madison,
Circle & Roosevelt, Madison & Des Plains, and Roosevelt & Des Plains to promote
The Garage Galleries event on Saturday August 24th. We would like to have the
Garage Galleries banners up the first week of August .

Thank You,

Rick Wagner, Garage Galleries Committee

Arts Alliance Forest Park

Non-Exclusive Permit and Indemnity Agreement

This Non-Exclusive Permit and Indemnity Agreement is made and entered into on this 21 day of June, 2024, by and between the Village of Forest Park, Illinois, an Illinois municipal corporation (herein referred to sometimes as “Village”) and Forest Park Theatre, (herein referred to as “Applicant”).

Applicant desires to enter onto and utilize a certain portion of the Village public property, right of way, and/or equipment (hereinafter referred to as “Village Property”), for the limited purpose of (“Purpose”), and the Village is willing to grant Applicant a non exclusive and temporary permit to do so, on the terms and conditions set forth below. In signing this document, Applicant acknowledges that the Village would not allow such a use unless Applicant fully recognizes and assumes the existence of risks that exist with operating such a use and abides by the regulations and limitations as may be imposed by the Village.

Village hereby grants Applicant and its invitees, employees, volunteers, representatives and agents (collectively, the “Users”), a temporary, non-exclusive permit to enter on the Village Property for the limited purpose of utilizing the Village Property for said Purpose, subject to the following terms and conditions:

(1) TERM. The term of this Permit shall be 17 day(s), beginning August 2nd, 2024, at 3 pm a.m./p.m., and ending August 18, 2024, at 9pm a.m./p.m. (the “Permit Term”).

(2) RESTRICTION ON USE. Applicant and Users shall solely use the Village Property for the limited purpose of said Purpose. The Applicant shall not alter the Village Property in any fashion without the written consent of the Village. The Applicant’s use of the Village Property shall not be exclusive and shall not interfere with the Village’s use of or access to the Village Property.

Applicant shall not carry on, upon the Village Property, or any part thereof, or permit to be carried on, any trade, business or use of an unsafe or unhealthful nature, or which shall constitute a nuisance. Applicant shall not use, or permit to be used, said Village Property, or any part thereof, for any illegal, immoral, or adult business (as defined in the Municipal Code of the Village of Forest Park) or purpose whatsoever. Applicant and Users shall comply with the requirements of the Village of Forest Park Police and Fire Departments in conducting said Purpose and shall confer with said departments to ensure safety and compliance with all Village Ordinances.

(3) CONDITION; MAINTENANCE; REPAIR. Applicant accepts the Village Property in its current condition and Village makes no representations concerning the condition of the Village Property. Village has no duty or obligation to maintain or repair the Village Property during the Permit Term. Further, Village shall not be liable to Applicant or Users for any damage or injury to any of them or their property occasioned by the failure of the Village to keep the Village Property maintained and in repair. Except as approved by the Village, Applicant and Users shall not attach, affix or exhibit or permit to be attached, affixed or exhibited to the Village Property any articles of permanent or semi-permanent character.

(4) ASSUMPTION OF RISK. Applicant and Users shall use the Village Property at their own

risk and Village shall not be liable for any damage to person or property resulting, directly or indirectly, from Applicant's and Users' use of the Village Property.

(5) INSURANCE AND INDEMNIFICATION. Applicant shall indemnify and save harmless Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, actions, liabilities, costs and expenses including, without limitation, attorneys' fees and expenses, that the Indemnitees may suffer, incur or sustain arising out of or relating to the activities of Applicant or the Users of the Village Property for said Purpose or work, or any invitees thereof, under this Permit, or any acts or omissions of Applicant or its contractors, agents, employees, tenants, invitees or representatives hereunder; or with respect to or arising out of any use of the Village Property or the rights herein granted, or the performance or non-performance of Applicant's obligations hereunder.

Applicant hereby covenants and agrees that Indemnitees shall not be liable for any damages arising from personal injury or damage to property which may be sustained in any way in, on or about the premises where the said Use or Work is occurring. Applicant will assume full responsibility for any such injuries or damages and hereby fully and forever releases and discharges the Indemnitees from any and all claims, demands, damages, rights or actions or causes of action present or future whether the same be known, anticipated or unanticipated resulting from or arising out of the Use, Purpose or Work on the Village Property.

While conducting said Purpose or Work, Applicant and Users will adhere to the rules and regulations conveyed to Applicant by the Village. In the event that the actions of Applicant and/or Users results in injuries to person or property and a claim is made against the Village, its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns, Applicant will hold harmless, defend and indemnify the Village and its officials, officers, employees, staff, contractors, agents, representatives, consultants, successors and assigns against any claim, demand, damage, right of action present or future, whether the same be known, anticipated or unanticipated, resulting from the Users.

No later than one (1) days prior to the Users conducting said Purpose or work, the Applicant shall furnish to the Village, a certificate of insurance evidencing commercial general liability insurance with minimum limits of One Million Dollars (\$1,000,000.00) combined single limit per occurrence and Two Million Dollars (\$2,000,000.00) general aggregate limits and otherwise reasonably satisfactory to the Village. The insurance policy shall be expressly endorsed to include the Village, as additional insured, as outlined in the Application for Use of Public Way. Such insurance shall be maintained during the Permit Term.

(6) HAZARDOUS WASTE, SUBSTANCES, MATERIALS; EXPLOSIVES. Applicant shall not store, house, possess or permit any hazardous waste, hazardous substances, hazardous materials, or explosives, upon the Village Property, or any part thereof.

(7) ZONING. Nothing contained herein shall be construed as the Village's approval or granting of any zoning or permit requirements, application or petition.

(8) REVOCATION. This Permit and any rights granted herein may be revoked by the Village at any time

(9) ENFORCEABILITY. This Agreement may be enforced either at law or in equity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Permit, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

VILLAGE

Village of Forest Park, an Illinois municipal corporation

By: _____
Rory E. Hoskins, Mayor

Attest: _____
Vanessa Moritz, Village Clerk

APPLICANT

Name: Richard Corley - Forest Park Theatre

By: Richard Corley

211719-1