

VILLAGE OF FOREST PARK COUNCIL MEETING AGENDA

Monday, September 23, 2024 Lower Level of Village Hall 7:00 PM

In-Person and Via Live Stream: Click Here

Dial-In Live Stream: 312-626-6799; Webinar ID 824 6258 9927 Passcode: 94769

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF THE MINUTES FROM THE SEPTEMBER 9, 2024 REGULAR MEETING OF THE COUNCIL

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

COMMUNICATIONS:

DEPARTMENT REPORTS:

1. Fire Department

BILLS BY RESOLUTION

UNFINISHED BUSINESS:

NEW BUSINESS:

- Resolution to approve and authorize the execution of a professional engineering services proposal to perform a feasibility study for the relocation and construction to replace the existing Jackson Boulevard Water Reservoir with CBBEL
- 2. Resolution authorizing the award for the 2024 Village of Forest Park Ferdinand Avenue Watermain and Storm Sewer Replacement and Ferdinand and Adams Street Resurfacing Project Contract to Bolder Contractors
- 3. Resolution authorizing the issuance of a Request for Qualifications for services related to professional consulting services for Advanced Metering Infrastructure and Water Meter Replacement Program
- 4. Resolution approving Pay Request #2 (Final) for the 2024 Green Alley Improvements Project from J. Nardulli Concrete, Inc. (800 & 900 Block of Circle-Marengo Alley);
- 5. Resolution approving Pay Request #1 (Final) for the Madison Street Landscaping Project to Emerald Site Services, LLC;
- 6. Forest Park Resolution approving application for Illinois Transportation Enhancement Program (ITEP) Grant for the Forest Park Harrison Street Streetscape Project
- 7. Ordinance Amending Chapter 6, Safety and Traffic Control Commission, of Title 2, Boards and Commissions
- 8. Approval: Appointment of the Following Individual to their Respective Board/Commission a. Stanley Brown Safety & Traffic Commission expires 04/30/2028
- 9. Approval: Community Center Senior Trip Contract Coopers Hawk Winery and Music Theater Works
- 10. Approval: Solicitation Request- Salvation Army North and Central Division
- 11. Disability Employment Awareness Month Proclamation

ADMINISTRATOR'S REPORT

COMMISSIONER REPORTS

ADJOURNMENT INTO CLOSED SESSION: Pursuant to Employment Matters Regarding Specific Employees

(5 ILCS 120/2(c)(1) Compensation

THE REGULAR MEETING OF THE COUNCIL OF THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS HELD ON MONDAY EVENING, SEPTEMBER 9, 2024

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

ROLL CALL

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

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the minutes from the August 26, 2024, Regular meeting of the Council be approved.

ROLL CALL:

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

NAYES: None

ABSTAIN: Commissioner Melin-Rogovin

The motion carried.

PUBLIC COMMENT

Mr. Dan Riley requested the village install a jersey wall at the end of the 1100 block of Marengo at the alley to deter traffic from traveling the wrong way on the block.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

None

APPROVAL OF BILLS:

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$448,637.94.

R-78-24 APPROVAL OF BILLS IN THE AMOUNT OF \$448,637.94 APPROVED **ROLL CALL:**

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

Ms. Linda Schuler, CEO, gave a presentation to the board, outlining the services available through Housing Forward. Since COVID, the nightly shelter at St. John Lutheran has been closed. COVID prompted the conversion to a hotel-based model at the Wright Inn Hotel on Oak Park Avenue. There is still a need for emergency services and help for families. Housing Forward is currently leasing apartments for families in need of housing on a permanent and temporary basis. Ms. Schuler advised that services can also be accessed through emailing outreachteam@housingforward.org or through the Suburban Cook County Call Center at (877) 426-6515. In addition, Police and Fire staff can reach out for emergency help/shelter for those they encounter on shift. Last, Ms. Schuler spoke about the headquarters, located at 1851 S. 9th Avenue, in Maywood, where they provide drop-in services, including showers, laundry, and daily lunch. Housing Forward is always looking for volunteers to help their mission.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Ordinance waiving bid and authorizing the acceptance of a quote for the purchase of training equipment for the Village of Forest Park Fire Department be adopted.

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

HOUSING FORWARD PRESENTATION

O-26-24
ORDINANCE APPROVING
PURCHASE OF FIRE
DEPARTMENT TRAINING
EQUIPMENT
APPROVED

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance waiving bid and authorizing the acceptance of a quote for the purchase of a 2024 XT56 Freightliner Pro Forestry Combo Truck be adopted. It was discussed that this purchase will replace two very old vehicles, updating our fleet, providing cost savings over purchasing two vehicles.

O-27-24 ORDINANCE AUTHORIZING PURCHASE OF FORESTRY COMBO XT56 TRUCK APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Melin-Rogovin that the Ordinance amending Section 3-3-6, entitled "License Fee and Number," of Chapter 3, entitled "Liquor Control," of Title 3, entitled "Business and License Regulations" of the village code of ordinances of the Village of Forest Park, Cook County, Illinois be adopted.

O-28-24
ORDINANCE AMENDING
NUMBER OF LIQUOR
LICENSES RE: BABS
COMEDY CLUB
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero that the Resolution approving and ratifying the execution of a Grant Agreement by and between the Office of the Attorney General, State of Illinois, and the Village of Forest Park for a FY2025 Organized Retail Theft Crime Grant be adopted.

R-79-24
RESOLUTION RATIFYING
ORGANIZED RETAIL
THEFT GRANT WITH
ILLINOIS ATTORNEY
GENERAL
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin that the Ordinance authorizing the sale or disposition of Surplus Property of the Village of Forest Park be adopted.

O-29-24
ORDINANCE AUTHORIZING
DISPOSAL OF SURPLUS
PROPERTY
APPROVED

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Fire Lieutenant eligibility list and one candidate from its Probationary Firefighter eligibility list to fill vacancies in the Fire Department.

BOARD OF FIRE AND POLICE COMMISSIONERS DIRECTED TO HIRE ONE FIRE LIEUTENANT AND ONE PROBATIONARY FIREFIGHTER APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham to appoint Jordan Kuehn to the Forest Park Planning and Zoning Commissioner (term to expire 4/30/2028).

MR. JORDAN KUEHN APPOINTED TO PLANNING AND ZONING COMMISSION APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Maxham and seconded by Commissioner Nero to approve the execution of an agreement with Teatre Zinzanni Chicago, associated with events organized by the Community Center.

COMMUNITY CENTER
AGREEMENT WITH
TEATRE ZINZANNI
APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Melin-Rogovin and seconded by Commissioner Voogd to approve the request from Kiwanis Club of Forest Park to conduct their annual Peanut Days fundraiser and to solicit donations throughout the village on September 13-15, 2024. KIWANIS CLUB FUNDRAISING REQUEST APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Melin-Rogovin to approve the requests from Hephzibah and the Forest Park Chamber of Commerce to display banners promoting their upcoming events.

HEPHZIBAH AND CHAMBER OF COMMERCE BANNER REQUESTS APPROVED BY MOTION

ROLL CALL:

AYES: Commissioners Maxham, Nero, Melin-Rogovin,

Voogd and Mayor Hoskins

NAYES: None ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Entler was not in attendance, due to professional development scheduling.

COMMISSIONER'S REPORTS:

Commissioner Maxham commented on the sad week in Forest Park, due to the tragic murders that happened on Labor Day on the CTA train in Forest Park. The commissioner went on to say that all of the commissioners discussed a way to honor the Police Department for the fine work they did in response to this tragedy, which was refreshing since these types of discussions have not happened in a long time. Commissioner Maxham further talked about the unacceptable and condescending treatment of the village staff. The commissioner suggested that a way to honor the staff right now would be to address the zoning code rewrite ordinance that was sent out a while ago and to adopt the salary ordinance and to agree to pay these employees what they deserve. Last, the commissioner thanked staff and offered to speak to anyone who would like to discuss any of this with her.

Commissioner Nero recognized the Forest Park first responders and admired their performance due to training and preparation in response to the tragic event on the blue line last week. The commissioner expressed his pride in the staff and elected officials who rallied that week and acted professionally and were sensitive to the situation. Further, Commissioner Nero reported about all of the positive developments happening in Forest Park, namely, the U-Haul development, the Townhomes at Beloit and Harvard and the Aldi store, which is scheduled to open by November 1st. In addition, the Washington Townhomes are under way and a butcher shop is scheduled to open soon on Madison Street. There are

many other changes coming to Forest Park, including the potential for a 60-unit apartment building, facelifts at the property at Circle and Harlem and Shanahan's and Charlie's restaurants are for sale.

Commissioner Melin-Rogovin expressed her gratitude to the Forest Park first responders who worked on the tragedy last week. She stated that she's never been more saddened and so proud at the same time. The efforts highlighted the staff's teamwork, training, expertise and professionalism. In addition, the commissioner participated in the Fall Fest at the Park District and provided safe streets information and trick or treat safety information to residents. Last, the commissioner thanked the Housing Forward organization for their presentation tonight.

Commissioner Voogd reported that the next community cleanup event is scheduled for Saturday, September 21. Registration is recommended. The commissioner thanked Twisted Cookie for providing treats for the participants. The commissioner further echoed the sentiments of other commissioners regarding the tragedy last week and thanked the Village Administrator, the First Responders and the Mayor for their hard work and involvement. The staff was complimented for their collaboration with the CTA the Chicago Police Department and for their grace, empathy and professionalism in dealing with the situation..

Mayor Hoskins reported that former Marine and a victim in last week's shooting, Simeon Bihesi, is being buried in Forest Park tomorrow. The visitation will be at Zimmerman Harnett Funeral Home and the burial will be at Concordia Cemetery at 7900 Madison Street. The mayor further recognized Police Staff, including Deputy Chief Chris Chin, Detective Lieutenant Dan Pater and Detective Sergeant Adam Stasinopoulos for leading the investigation, fielding the media and collaborating with Village Administrator Entler.

<u>ADJOURNMENT</u>

There being no further business to be addressed, Commissioner Nero moved, and Commissioner Maxham seconded to adjourn. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:55 P.M.

Respectfully submitted,

Vanessa Belmonte Village Clerk

FOREST PARK FIRE DEPARTMENT



AUGUST 2024

Fire Incident Data - August

Forest Park Fire

Count of Total Incidents & Exposures

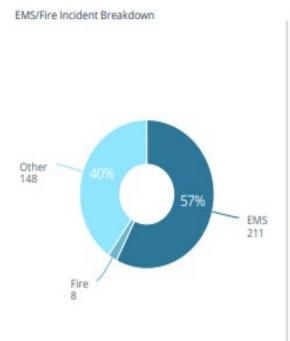
Count of Incidents

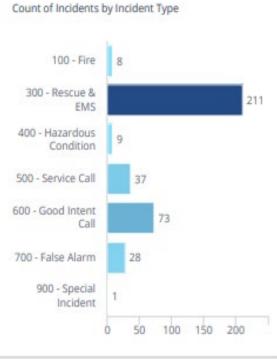
Count of Exposures 367

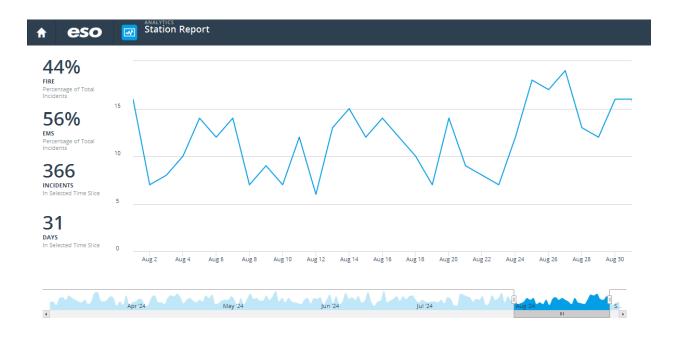
Aid Given/Received

Aid Given

39





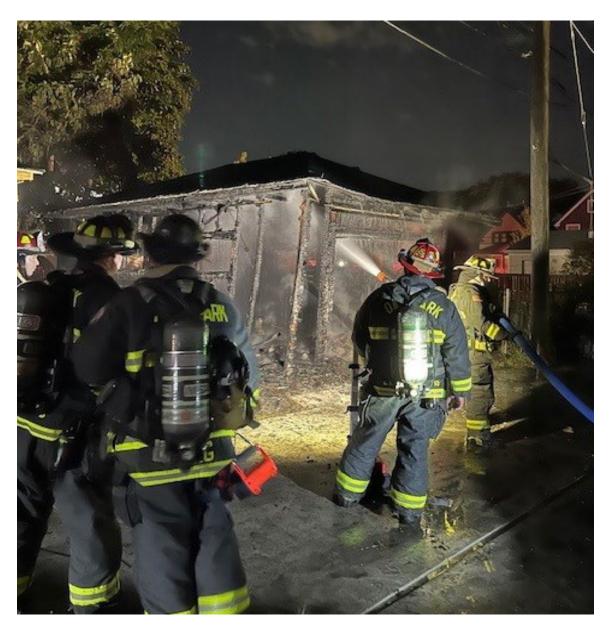


Calls for service:

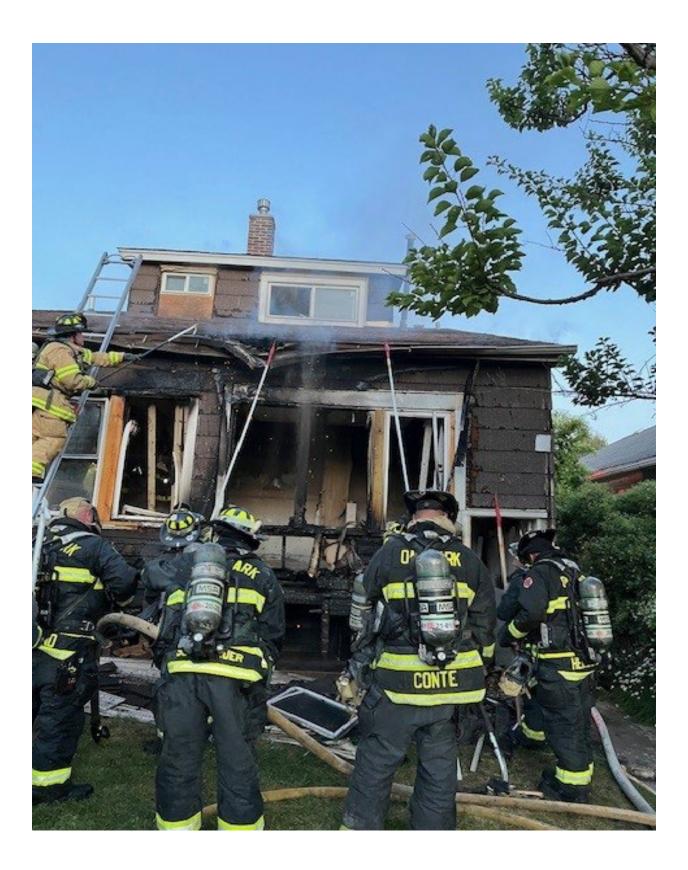
The Fire Department responded to 366 calls in the month of August. That is an average of 11.8 calls per day for the month. 56% of the calls were for EMS. 44% were for fire/service calls.

Incidents:

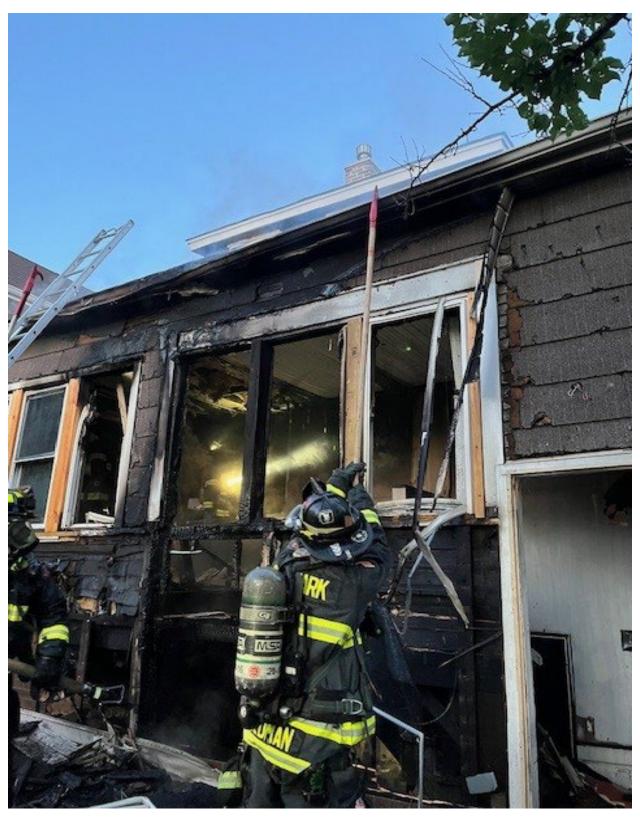
08/20/2024 540 N. Cuyler – Oak Park - Garage fire



Forest Park Engine company 401 assisted with extinguishment and overhaul.



08/31/2024 920 Hayes – Oak Park - Structure fire

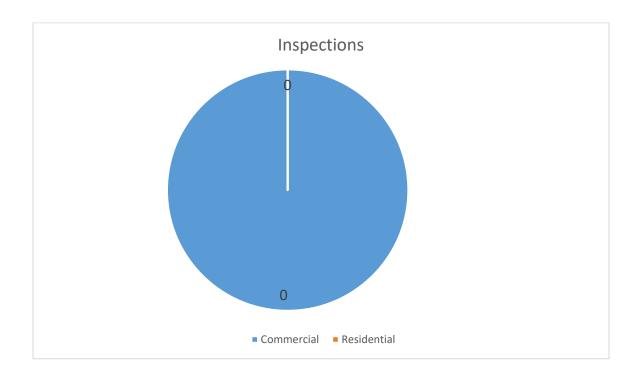


08/31/2024 920 Hayes – Oak Park - Structure fire



Forest Park Engine Company 401 assisted with overhaul and extinguishment.

Fire Inspections:



Inspections:

Residential inspections: 0

Commercial inspections: 0

Re-inspections:

Commercial: 0

Residential: 0

Training

August 2024

FPFD		
•	Building Construction	7
•	Driver	3.5
•	EMS CE	9
•	FAE	1
•	Fire Critique	3
•	Fireground Assignments	1.5
•	Hoseline Advancement	1
•	Hydrants	.75
•	Ladders	1.5
•	Ventilation	1
Total =	=	29.25
Outsid	de Drills/Classes	
•	Instructor 2	45
Total =	=	45
Other		
0	Meeting	8
0		17
0	Seminars	0
0	Scheduling	5
0	General Administration	20
Total =	=	50

News and Events:

- Engine 401 attended 5 block parties.
- The FD installed 1 car seat for the month of August.

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	4,035.74
Public Affairs	221,930.34
Police Department	11,628.02
Community Center	4,152.47
Accounts & Finance (Clerks Office)	9,330.56
Accounts & Finance (Fire Department)	390.40
Department of Health & Safety	17,371.95
Streets and Public Improvements	24,298.61
Public Property	29,149.13
Seizure	894.76
Federal Customs	4,022.19
TIF	2,291.84
VIP	439,148.49
Water Department	285,187.99

TOTAL \$ 1,053,832.49

ADOPTED BY THE Council of the Village of Forest Park this 23rd Day of September 2024

	Ayes:	
	Nays:	
	Absent:	
		Rory Hoskins, Mayor
ATTES	er.	
ATTES	51.	
Vaness	a Belmonte, Village Clerk	



Account Number	Vendor	Invoice Date	Amount
100-00-000-4450-121	Authorize.Net	08/31/2024	84.36
100-00-000-4450-121	Passport Labs Inc	08/31/2024	106.56
100-00-000-4450-130	Authorize.Net	08/31/2024	434.27
100-00-000-4450-130	Passport Labs Inc	08/31/2024	2,644.02
100-00-000-4450-140	Authorize.Net	08/31/2024	41.94
100-00-000-4450-140	Passport Labs Inc	08/31/2024	224.59
100-00-000-4510-106	Dakyla Thomas	08/28/2024	425.00
235-00-000-4510-106	Dakyla Thomas	08/28/2024	75.00
		Refunds and Allocations	4,035.74



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-121	GFS Marketplace	08/19/2024	282.87
100-10-101-6120-121	Living Fresh Market	08/20/2024	26.48
100-10-101-6120-121	Widaman Sign	08/12/2024	187.20
100-10-101-6120-121	Widaman Sign	08/12/2024	124.80
100-10-101-6120-160	Zoom Video Communications Inc	09/04/2024	94.99
100-10-101-6120-305	Corey Thomas	09/10/2024	425.00
100-10-101-6120-305	Triton College Foundation	09/13/2024	100.00
100-10-101-6145-290	Amazon.com	08/02/2024	108.21
100-10-101-6145-290	Amazon.com	08/15/2024	15.98
100-10-101-6150-125	IPELRA	08/23/2024	400.00
100-10-101-6150-125	Restaurants - General	08/08/2024	16.91
100-10-101-6150-125	General transportation Cab/taxi/uber	08/06/2024	81.09
100-10-101-6150-220	Anastasie M. Senat	08/31/2024	330.00
100-10-101-6150-220	Anastasie M. Senat	08/31/2024	247.50
100-10-101-6150-300	West Suburban Cons Dispatch Center	09/06/2024	207,659.36
100-10-101-7000-150	Telcom Innovations Group LLC	08/27/2024	72.50
100-10-101-7000-150	Telcom Innovations Group LLC	08/28/2024	72.50
100-11-111-6100-120	Techno Consulting Inc	09/01/2024	3,850.00
100-11-111-6110-105	Synapse Networks Inc	07/18/2024	4,742.00
100-11-111-6110-110	Adobe Acrobat Pro DC	08/05/2024	6.58
100-11-111-6110-110	Adobe Acrobat Pro DC	08/10/2024	305.87
100-11-111-6110-110	Springbrook Holding Company LLC	08/15/2024	1,740.00
100-11-111-6110-110	Springbrook Holding Company LLC	08/31/2024	0.50
100-11-111-6110-110	Techno Consulting Inc	09/01/2024	1,040.00
		Public Affairs	221,930.34



Account Number	Vendor	Invoice Date	Amount
100-12-121-5005-030	Dan Miller	09/04/2024	3,871.94
100-12-121-5005-030	Joe Schick	09/06/2024	2,880.00
100-12-121-6120-305	Daniel Pater	09/05/2024	421.20
100-12-123-6145-202	Bio-One Chicago LLC.	08/31/2024	100.00
100-12-123-6145-202	Karl Solms	09/05/2024	58.00
100-12-123-6145-202	Amazon.com	08/26/2024	243.63
100-12-123-6145-291	Amazon.com	08/22/2024	45.98
100-12-124-6145-211	Tom Cannon	09/04/2024	3.84
100-12-124-6150-114	Thomson Reuters-West	09/01/2024	468.43
100-12-125-6145-204	DACRA Adjudication System	08/31/2024	2,500.00
100-12-125-6145-204	DACRA Adjudication System	08/31/2024	1,035.00
		Police Department	11,628.02



Account Number	Vendor	Invoice Date	Amount
100-15-151-6140-200	HOME DEPOT CREDIT	08/14/2024	127.45
100-15-152-6170-200	Amazon.com	08/13/2024	145.58
100-15-153-6170-202	Sandra Inflatables	08/05/2024	178.00
100-15-153-6170-202	Park District of Forest Park	08/02/2024	80.00
100-15-153-6170-202	Park District of Forest Park	08/08/2024	32.00
100-15-153-6170-202	Walmart Stores Inc	08/02/2024	127.89
100-15-154-6170-110	Drury Lane	08/07/2024	214.94
100-15-154-6170-110	Historic Auto Attraction	08/27/2024	500.00
100-15-154-6170-110	Living Fresh Market	08/20/2024	79.76
100-15-154-6170-110	Restaurants - General	07/09/2024	564.70
100-15-154-6170-110	Restaurants - General	07/09/2024	56.47
100-15-154-6170-110	Restaurants - General	08/22/2024	421.75
100-15-154-6170-110	Restaurants - General	08/28/2024	733.92
100-15-154-6170-110	Tinker Swiss Cottage	08/27/2024	126.00
100-15-154-6170-110	Tinker Swiss Cottage	08/28/2024	21.01
100-15-154-6170-110	Paramount Theatre	06/28/2024	661.00
100-15-169-6810-125	Amazon.com	09/16/2024	82.00
		Community Center	4,152.47



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-030	Samantha Bahena	06/26/2024	505.04
100-21-211-6100-110	Lauterbach & Amen LLP	08/26/2024	6,541.10
100-21-211-6110-110	Gordon Flesch Co Inc	09/06/2024	42.78
100-21-211-6140-102	FED EX	09/18/2024	43.48
100-21-211-6140-104	Office 8	08/29/2024	342.93
100-21-211-6140-104	Arthur P O'Hara Inc	09/05/2024	414.00
100-21-211-6140-104	Quill	08/20/2024	32.66
100-21-211-6140-104	Quill	08/22/2024	165.16
100-21-211-6140-104	Quill	08/27/2024	70.68
100-21-211-6140-104	Quill	09/04/2024	87.09
100-21-211-6140-140	Quill	08/29/2024	87.90
100-21-211-6140-140	Quill	09/04/2024	56.78
100-21-211-6150-150	AT&T	09/01/2024	639.05
100-21-211-6150-150	AT&T	09/04/2024	87.23
100-21-211-6150-150	AT&T LONG DISTANCE	09/04/2024	3.68
100-21-211-6160-001	Notary Public Illinois	08/20/2024	16.00
100-21-211-6160-001	Notary Public Illinois	08/20/2024	16.00
100-21-211-6160-001	Notary Public Illinois	08/21/2024	49.00
100-21-211-6160-001	CNA Surety Direct Bill	08/26/2024	30.00
100-21-211-6160-001	Alliant Insurance Services Inc - 8377	08/30/2024	100.00
	Accounts and Finance	(Clerks Office)	9,330.56



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-200	Air One Equipment Inc	08/27/2024	165.00
100-30-302-6145-105	Ray O'Herron Co Inc	08/30/2024	54.99
100-30-303-6145-300	Amazon.com	09/09/2024	47.49
100-30-303-6145-300	Mckesson Medical	08/24/2024	122.92
	Accounts and	Finance (Fire Department)	390.40



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	AMS Electric Inc	08/16/2024	1,935.00
			*
100-40-401-5000-017	Tariq Dandan	09/02/2024	3,990.00
100-40-401-6140-130	Cloudpermit Inc	09/03/2024	6,000.00
100-40-402-6150-232	B&F Construction Code Service	09/09/2024	750.00
100-40-402-6150-232	Tariq Dandan	09/02/2024	1,932.00
100-40-402-6150-240	Growing Community Media NFP	08/28/2024	365.00
100-40-402-6150-240	RealInfo LLC	08/19/2024	300.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	08/23/2024	250.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	08/28/2024	300.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	08/28/2024	200.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	09/01/2024	1,200.00
100-40-403-6150-230	Elevator Inspection Services	08/27/2024	100.00
100-40-410-6140-100	RealtyTrac	08/21/2024	49.95
	Department of I	Health and Safety	17,371.95



Account Number	Vendor	Invoice Date	Amount
100-50-501-6120-305	Amazon.com	09/03/2024	95.79
100-50-502-6180-160	Com Ed	08/24/2024	4,335.97
100-50-502-6185-110	One Way Safety LLC	07/30/2024	195.36
100-50-502-6185-505	West Cook County Solid Waste	08/31/2024	19,671.49
	•		
	Streets and Pul	blic Improvements	24,298.61



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-114	Jack's Rental Inc.	08/30/2024	89.95
100-55-552-6180-114	McAdam Landscaping	08/31/2024	24.00
100-55-552-6180-114	McAdam Landscaping	09/04/2024	376.00
100-55-552-6180-114	McAdam Landscaping	09/04/2024	926.00
100-55-553-6180-150	Lyons Pinner Electric Co	08/26/2024	734.30
100-55-553-6180-150	Lyons Pinner Electric Co	08/26/2024	5,644.88
100-55-553-6180-150	Lyons Pinner Electric Co	08/26/2024	383.10
100-55-553-6180-150	Lyons Pinner Electric Co	08/27/2024	2,004.75
100-55-553-6180-150	Lyons Pinner Electric Co	08/30/2024	769.30
100-55-553-6180-150	Lyons Pinner Electric Co	08/30/2024	1,168.30
100-55-553-6180-150	Lyons Pinner Electric Co	08/30/2024	987.00
100-55-553-6180-150	Lyons Pinner Electric Co	08/31/2024	1,348.90
100-55-553-6180-150	Lyons Pinner Electric Co	08/31/2024	399.00
100-55-553-6180-152	Lyons Pinner Electric Co	08/31/2024	595.00
100-55-553-6180-160	Com Ed	08/29/2024	26.63
100-55-553-6180-160	Com Ed	08/29/2024	26.82
100-55-553-6180-160	Com Ed	08/29/2024	29.31
100-55-553-6180-160	Com Ed	08/29/2024	27.32
100-55-553-6180-160	Com Ed	08/29/2024	98.61
100-55-553-6180-160	Com Ed	08/29/2024	332.75
100-55-553-6180-160	Com Ed	08/30/2024	32.63
100-55-555-6180-100	Colley Elevator Co	07/22/2024	300.00
100-55-555-6180-100	Illinois Alarm	09/01/2024	192.00
100-55-555-6180-100	Quill	08/22/2024	297.65
100-55-555-6180-100	Quill	08/29/2024	162.24
100-55-555-6180-100	Quill	09/04/2024	193.60
100-55-555-6180-115	Illinois Alarm	09/01/2024	250.00
100-55-555-6180-120	Illinois Alarm	09/01/2024	165.00
100-55-555-6180-120	Illinois Alarm	09/01/2024	165.00
100-55-555-6180-130	PremiStar-North	09/04/2024	608.10
100-55-555-6180-130	Comcast	08/01/2024	340.93
100-55-555-6180-140	Comcast	08/22/2024	224.25
100-55-555-6180-140	Comcast	08/28/2024	2.10
100-55-555-6180-140	Illinois Alarm	09/01/2024	135.00
100-55-570-6145-100	George F Prescott	08/29/2024	203.89
100-55-570-6155-106	Atlas Bobcat LLC	08/28/2024	280.42
100-55-570-6155-106	Factory Motor Parts Co	08/26/2024	225.67



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Factory Motor Parts Co	08/26/2024	559.46
100-55-570-6155-106	Factory Motor Parts Co	08/26/2024	635.33
100-55-570-6155-106	Factory Motor Parts Co	08/30/2024	77.88
100-55-570-6155-106	Factory Motor Parts Co	08/30/2024	104.90
100-55-570-6155-106	Factory Motor Parts Co	09/03/2024	299.99
100-55-570-6155-106	Kimball Midwest	08/22/2024	234.50
100-55-570-6155-106	Linde Gas North America LLC	08/21/2024	144.80
100-55-570-6155-106	Linde Gas North America LLC	08/21/2024	237.65
100-55-570-6155-106	Linde Gas North America LLC	08/21/2024	236.55
100-55-570-6155-106	Terminal Supply Co	09/05/2024	1,024.39
100-55-570-6155-106	Zeigler Ford North Riverside	08/12/2024	488.96
100-55-570-6155-106	Zeigler Ford North Riverside	08/13/2024	558.35
100-55-570-6155-106	Zeigler Ford North Riverside	08/27/2024	231.56
100-55-570-6155-112	Action Transmission & Auto	08/30/2024	1,843.46
100-55-570-6155-112	Currie Motors Chevrolet	08/06/2024	426.45
100-55-570-6155-112	Currie Motors Chevrolet	08/09/2024	140.00
100-55-570-6155-112	Zeigler Ford North Riverside	08/15/2024	821.45
100-55-570-6155-202	Berwyn Garage	08/19/2024	903.05
100-55-580-6180-302	Great Lakes Urban Forestry	08/31/2024	200.00
100-55-585-6180-322	Westchester Lock & Key Service Inc	08/22/2024	210.00
		Public Property	29,149.13



Account Number	Vendor	Invoice Date	Amount
230-00-000-6900-230	Adobe Acrobat Pro DC	08/10/2024	40.36
230-00-000-6900-230	IL Tactical Officers Assoc.	08/13/2024	350.00
230-00-000-6900-230	IL Tactical Officers Assoc.	08/21/2024	350.00
230-00-000-6900-230	Secretary of State	08/26/2024	154.40
	•		
		Seizure	894.76



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-231	Fleet Safety Supply	08/29/2024	1,427.03
232-00-000-6900-231	Factory Motor Parts Co	08/12/2024	558.88
232-00-000-6900-231	Ray O'Herron Co Inc	09/03/2024	814.91
232-00-000-6900-231	Ray O'Herron Co Inc	09/03/2024	119.98
232-00-000-6900-231	eFax	08/20/2024	18.99
232-00-000-6900-231	An Aramark Co Galls Inc	08/20/2024	342.40
232-00-000-6900-231	IL Homicide Investigators Associations	08/09/2024	295.00
232-00-000-6900-231	IL Homicide Investigators Associations	08/09/2024	295.00
232-00-000-6900-231	American Red Cross	08/02/2024	150.00
	Fe	ederal Customs	4,022.19



Account Number	Vendor	Invoice Date	Amount
302-00-000-6100-115	Lauterbach & Amen LLP	08/26/2024	341.21
304-00-000-6100-115	Lauterbach & Amen LLP	08/26/2024	341.21
304-00-000-6180-114	McAdam Landscaping	09/04/2024	927.00
306-00-000-6100-115	Lauterbach & Amen LLP	08/26/2024	341.21
309-00-000-6100-115	Lauterbach & Amen LLP	08/26/2024	341.21
		TIF	2,291.84



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-115	Lauterbach & Amen LLP	08/26/2024	452.96
312-00-000-6180-114	McAdam Landscaping	09/04/2024	927.00
312-00-000-7000-130	J. Nardulli Concrete Inc	09/06/2024	381,211.33
312-00-000-7000-312	Emerald Site Services LLC	08/26/2024	56,250.00
312-00-000-7000-312	K-Five Hodgkins LLC	08/20/2024	31.36
312-00-000-7000-312	K-Five Hodgkins LLC	08/21/2024	24.32
312-00-000-7000-312	K-Five Hodgkins LLC	08/22/2024	105.60
312-00-000-7000-312	K-Five Hodgkins LLC	08/23/2024	51.20
312-00-000-7000-312	K-Five Hodgkins LLC	08/27/2024	46.08
312-00-000-7000-312	K-Five Hodgkins LLC	08/29/2024	48.64
		VIP	439,148.49



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-110	Lauterbach & Amen LLP	08/26/2024	6,541.10
501-80-800-6110-105	Springbrook Holding Company LLC	08/31/2024	928.00
501-80-800-6120-500	Allie Richards	09/10/2024	1,500.00
501-80-800-6120-500	Karene Reiter	09/10/2024	1,500.00
501-80-800-6120-500	Vincent Shannon	09/10/2024	1,500.00
501-80-800-6150-154	Com Ed	08/29/2024	67.64
501-80-800-6150-154	Com Ed	08/29/2024	23.89
501-80-800-6150-154	Com Ed	08/30/2024	218.76
501-80-800-6800-100	City of Chicago	09/09/2024	196,560.00
501-80-800-6800-111	Suburban Laboratories Inc	11/30/2023	802.00
501-80-800-6800-111	Suburban Laboratories Inc	12/29/2023	247.50
501-80-800-6800-111	Suburban Laboratories Inc	01/31/2024	247.50
501-80-800-6800-111	Suburban Laboratories Inc	02/29/2024	752.50
501-80-800-6800-111	Suburban Laboratories Inc	03/29/2024	247.50
501-80-800-6800-111	Suburban Laboratories Inc	04/30/2024	897.00
501-80-800-6800-111	Suburban Laboratories Inc	05/31/2024	809.00
501-80-800-6800-111	Suburban Laboratories Inc	06/28/2024	279.00
501-80-800-6800-111	Suburban Laboratories Inc	07/31/2024	1,470.00
501-80-800-6800-111	Suburban Laboratories Inc	08/30/2024	500.00
501-80-800-6800-150	Centurion Plumbing Company	08/29/2024	12,541.02
501-80-800-6800-150	Clear View	09/01/2024	11,040.75
501-80-800-6800-150	Core & Main LP	07/05/2024	125.00
501-80-800-6800-151	Centurion Plumbing Company	08/29/2024	17,726.44
501-80-800-6800-151	Centurion Plumbing Company	08/29/2024	7,885.55
501-80-800-6800-151	Centurion Plumbing Company	08/29/2024	5,936.92
501-80-800-6800-151	Core & Main LP	08/20/2024	217.09
501-80-800-6800-151	Core & Main LP	08/22/2024	511.50
501-80-800-6800-151	OTM Water Services	08/30/2024	1,600.00
501-80-800-6800-153	USA BLUE BOOK	08/29/2024	472.33
501-80-800-7000-010	J. Nardulli Concrete Inc	09/06/2024	12,040.00

Water Department

285,187.99

RESOLUTION NO. R- -24

A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL TO PERFORM A FEASIBILITY STUDY FOR THE RELOCATION AND CONSTRUCTION TO REPLACE THE EXISTING JACKSON BOULEVARD WATER RESERVOIR BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD. AND THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park ("Village") proposes to investigate the feasibility of constructing dual water reservoirs and a pump station at potential off-site locations ("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 investigate the feasibility of the Project and the ability and fitness of Christopher B. Burke Engineering, Ltd. ("Burke") will be integral in the implementation 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 the required and necessary professional engineering services to investigate the feasibility for the Project; and

WHEREAS, the Village proposes to use local funds to cover the cost of the Project feasibility study with Burke; the Village has applied for and is seeking an IEPA water supply revolving loan to fund design, engineering and construction costs for the potential reservoirs.

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

- <u>Section 1</u>. 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 feasibility of the Project.
- Section 3. That certain "Professional Engineering Services Proposal Jackson Boulevard Water Reservoir Replacement Feasibility Study" between the Village and Burke for the estimated fee of Two Hundred Twenty-Seven Thousand Four Hundred Fifty and 00/100

Dollars (\$227,450.00) ("Proposal"), a copy of which is attached hereto marked as <u>Exhibit A</u>, 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.

<u>Section 5</u>. 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 23rd day of September, 2024.

AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 23 rd day of S	September, 2024.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office, and published in pamphlet form		
this day of September, 2024.		
Vanessa Belmonte, Village Clerk	_	

EXHIBIT A

Professional Engineering Services Proposal – Jackson Boulevard Water Reservoir Replacement Feasibility Study



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 11, 2024

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

Attention: Mr. Sal Stella, Public Works Director

Subject: Professional Engineering Services Proposal

Jackson Boulevard Water Reservoir Replacement Feasibility Study

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal to perform a feasibility study for the replacement of the Jackson Boulevard Water Reservoir. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the existing Jackson Boulevard Water Reservoir has deteriorated and is in need of significant structural repairs. The Village wants to investigate the feasibility of constructing dual water reservoirs and a pump station at an offsite location. The potential new locations are: a) the Altenheim parcel, and b) the CTA Blue Line Parking Lot (also known as Lot 13).

Our assignment will be to evaluate both locations to determine the feasibility of each location with the result being a presentation to the Board for their acceptance.

It is our understanding that the Village will be using local funding to cover the Feasibility Study. IEPA Water Supply Revolving Loan funding is being pursued for design, construction and construction engineering costs.

SCOPE OF WORK

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

Task 1 - Project Coordination

This task consists of coordinating the project with the various subconsultants, Village Staff, and CBBEL departments. This task includes meetings with Village Staff and the Village Board as requested. Also, if tasked by the Village, CBBEL will provide information on demolition of the

existing Jackson Street Pump Station and Reservoir. This could be considered a separate contract as this work would occur after the new pump station and reservoirs are placed into service and are operational.

Task 2 – Geotechnical Investigation

CBBEL will utilize our subconsultant, Testing Service Corporation (TSC), to perform soil borings. The results of the borings will assist in the design of the dual water reservoirs and pump station. 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-662/663 soil analysis.

Task 3 - Renderings

CBBEL will prepare a rendering for each location of the preferred dual water reservoirs and pump station configuration. The rendering will be provided to the Village and included in public presentations and meetings to illustrate the improvement.

Task 4 - Concept Layout

CBBEL will prepare a concept layout of the proposed dual water reservoirs, water transmission main improvements, parking, pump station and schematic of proposed utilities.

Task 5 - Utility Coordination / Route Study

CBBEL will perform a route study and coordinate with known utility companies for identification of potential conflicts and coordinate any required relocation work with the respective utilities.

Task 6 - Title Search

We will perform a title search for the triangular parcel at the south end of the Altenheim. This parcel would most likely be incorporated into the Altenheim option.

Task 7 - Water Model Study

We will prepare a water model study which will be used to evaluate water pressures throughout the system based on the two potential water reservoir and pump station locations. The model will also be used to evaluate the effects of upsizing of the water main adjacent to the new dual water reservoirs.

Task 8 - Preliminary Design

Once a location has been selected, CBBEL will perform a preliminary site design including tank design, pump station layout, site/civil layout and utilities. This design will be the basis for the IEPA Project Plan Report.

Task 9 – IEPA Project Plan Report

CBBEL will prepare the Project Plan Report that includes all required items as listed on the IEPA Project Planning Submittal Checklist. The Report will include a summary of existing conditions, project justification, project description, costs, financial impact and implementation schedule. A draft of the Project Plan Report will be prepared and submitted to the Village for review and comment. Subsequent to Village review, the Report will be finalized and submitted to the IEPA. This task assumes CBBEL will address one (1) round of comments from the IEPA prior to receiving Planning Approval.

<u>Task 10: IEPA Agency Submittals</u>: CBBEL will prepare and submit a Funding Nomination form for the project, in accordance with IEPA requirements. Additionally, CBBEL will prepare the submittals to the agencies identified in the IEPA Environmental Checklist for Loans to obtain the required environmental signoffs, including the State Historic Preservation Office and Illinois

Department of Natural Resources. This task includes follow-up in response to any questions/comments that are received from the agencies.

<u>Task 11: IEPA Coordination and Management:</u> 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.

Task 12 – Public Notices and Meetings

CBBEL will prepare public informational notices and if necessary, will assist the Village in hosting a Public Meeting to inform the stakeholders of the upcoming project.

ESTIMATED TIMELINE

Notice to Proceed	September 2024
Presentation to Village Board to Select Location	November 2024
Geotechnical Investigation	December 2024
Completion of Feasibility Study	February 2025
IEPA Project Plan Submission	March 2025
CBBEL Proposal for Phase 2 Design	March 2025
IEPA PEID Hearing	April / May 2025
IEPA Project Plan Approval	September 2025
IEPA Intended Funding List	July 2026
Completion of Phase 2 Design	January 2026
IEPA Review of Bid Documents	February 2026
Advertise for Bids	March 2026
Bid Opening	April 2026
Award of Construction Contract	May 2026
Notice to Proceed	Jun 2026
Substantial Completion	December 2027

ESTIMATE OF FEE

Our Estimate of Fee is \$227,450.00 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.

Michael E. Kerr, PE President

Encl. Schedule of Charges

General Terms and Conditions

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

BY:	
TITLE:	
DATE:	

JFA/JPC/LS/pjb

 $N.\PROPOSALS\ADMIN\2024\Forest\ Park\ Water\ Reservoir\ Feasibility\ Study\Forest\ Park\ Jackson\ Blvd\ Water\ Reservoir\ Repl\ Feasibility\ Study\1090624.docx$

VILLAGE OF FOREST PARK Water Reservoir Feasibility Study WORK EFFORT AND FEE STRUCTURE EXHIBIT A

		Engineer Survey Landscape CAD GeoTech Sub Sub														
Classification	V	IV	III	I/II	V	IV	III	ll ll	1	Architect	Manager	Consultant		Total Hours	1	Total Cost
Rate (S/hr)	\$235.00	\$200.00	\$175.00	\$155.00	\$240.00	\$220.00	\$200.00	\$160.00	\$135.00	\$200.00	\$210.00	\$1.00	\$1.00	1		
Feasibility Study																
Task 1 - Project Coordination	80	20												100	\$	22,800.0
Task 2 - Geotechnical Investigation												\$ 50,000.00		0	\$	50,000.0
Task 3 - Renderings										80				80	\$	16,000.0
Task 4 - Concept Layout	20	24		24										68	\$	13,220.0
Task 5 - Utility Coordination / Route Study	20	40		40										100	\$	18,900.0
Task 6 - Title Search					8								500	- 8	\$	2,420.0
Task 7 - Water Model Study	10	80		40										130	\$	24,550.0
Task 8 - Preliminary Design		80		160										240	\$	40,800.0
Task 9 - IEPA Project Plan Report	4	40		40										84	\$	15,140.0
Task 10 - IEPA Agency Submittals	4	8		8										20	\$	3,780.0
Task 11 - IEPA Coordination and Management		16		16										32	\$	5,680.0
Task 12 - Public Notices and Meetings	24	24		24										72	\$	14,160.0
•														Subtotal Cost =	\$	227,450.0
Subtotals	162	332	0	352	8	0	0	0	0	80	0			934		
Percentage of Hours	17.3%	35.5%	0.0%	37.7%	0.9%	0.0%	0.0%	0.0%	0.0%	8.6%	0.0%			100.0%	1	
Total Personnel Cost	\$38,070.00	\$66,400.00	\$0.00	\$54,560.00	\$1,920.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,000.00	\$0.00			Running Cost =	\$	227,450.0
														Direct Cost =	\$	
														TOTAL COST =	s	227,450,0



N/PROPOSALS/ADMIN/2024/Forest Park Water Reservoir Feasibility StudylExhibit A Forest Park Water Reservoir Feasibility Study xlsx

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

Survey IV 220 Survey III 200 Survey I 160 Survey I 135 Engineering Technician V 215 Engineering Technician IV 190 Engineering Technician IIII 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 IV 190 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) 55 55 55 55 55 55 55 55 57 77 77 77 77
<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.

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.

- 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. <u>Suspension of Services</u>: 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

1

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. <u>Termination</u>: 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. <u>Standard of Practice</u>: 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.
- 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. <u>Indemnification</u>: 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. <u>Governing Law & Dispute Resolutions</u>: 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**.

4

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. <u>Successors and Assigns</u>: 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. <u>Entire Understanding of Agreement</u>: 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. <u>Amendment</u>: 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. <u>Severability of Invalid Provisions</u>: 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. <u>Force Majeure</u>: 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. <u>Subcontracts</u>: 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. <u>Designation of Authorized Representative</u>: 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. <u>Limit of Liability</u>: 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. <u>Client's Responsibilities</u>: 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. <u>Information Provided by Others</u>: 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. <u>Hazardous Materials/Pollutants</u>: 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 AUTHORIZING THE AWARD FOR THE 2024 VILLAGE OF FOREST PARK FERDINAND AVENUE WATERMAIN AND STORM SEWER REPLACEMENT AND FERDINAND AND ADAMS STREET RESURFACING PROJECT CONTRACT TO BOLDER CONTRACTORS

WHEREAS, the Village of Forest Park previously approved specifications and readvertised for bids for the 2024 Village of Forest Park Ferdinand Avenue Watermain and Storm Sewer Replacement and Ferdinand and Adams Street Resurfacing Project ("Project"); and

WHEREAS, on September 12, 2024, at 10:00 a.m., bids were received virtually, the bid results were publicly opened, read aloud via Zoom and eleven (11) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd., Village Engineer:

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$1,808,939.00
1	Bolder Contractors	\$1,442,367.10
2	Acqua Contractors	\$1,469,000.00
3	Martam Construction	\$1,536,092.10
4	Joel Kennedy Constructing Corp.	\$1,555,800.35
5	Mauro Sewer Construction, Inc.	\$1,588,946.75
6	Unique Plumbing Co.	\$1,628,053.15
7	Cerniglia Co.	\$1,697,254.05
8	Swallow Construction	\$1,700,430.25
9	A Lamp Concrete Contractors, Inc.	\$1,784,984.45
10	Uno Construction Co., Inc.	\$1,829,994.00
11	John Neri Construction Co., Inc.	\$2,090,172.87

WHEREAS, Bolder Contractors 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 Bolder Contractors to be a 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 Bolder Contractors for the bid in the amount of One Million Four Hundred Forty-Two Thousand Three Hundred Sixty-Seven and 10/100 Dollars (\$1,442,367.10); 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, Bolder Contractors, for the bid in the amount of One Million Four Hundred Forty-Two Thousand Three Hundred Sixty-Seven and 10/100 Dollars (\$1,442,367.10); 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 Bolder Contractors, 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, Bolder Contractors, for the bid in the amount of One Million Four Hundred Forty-Two Thousand Three Hundred Sixty-Seven and 10/100 Dollars (\$1,442,367.10).

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, Bolder Contractors, for the bid in the amount of One Million Four Hundred Forty-Two Thousand Three Hundred Sixty-Seven and 10/100 Dollars (\$1,442,367.10).

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of September, 2024.

AYES:		
NAYS:		
ABSENT:		
APPROVED by me this 23 rd day of	September, 2024.	
	Rory E. Hoskins, Mayor	
ATTESTED and filed in my office,		
and published in pamphlet form		
this day of September, 2024.		
Vanessa Moritz, Village Clerk		

RESOLUTION NO. R- -24

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS FOR SERVICES RELATED TO PROFESSIONAL CONSULTING SERVICES FOR ADVANCED METERING INFRASTRUCTURE AND WATER METER REPLACEMENT PROGRAM

WHEREAS, the Village of Forest Park ("Village") finds it necessary and desirable to issue a request for proposals to seek responses from qualified professional consulting services for advanced metering infrastructure and water replacement program ("RFQ").

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

<u>Section 1</u>. The corporate authorities of the Village hereby approve and authorize the issuance of an RFQ in the form and substance attached hereto as <u>Exhibit A</u> and made a part hereof.

<u>Section 2</u>. This Resolution shall be in full force and effect upon its passage and approval as required by law.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of September, 2024.

otember, 2024.	
Rory E. Hoskins, Mayor	
	Rory E. Hoskins, Mayor

EXHIBIT A

Request for Qualifications
Professional Consulting Services for Advanced Metering Infrastructure
and Water Meter Replacement Program



REQUEST FOR QUALIFICATIONS (RFQ)

Professional Consulting Services for Advanced Metering Infrastructure and Water Meter Replacement Program

The Village of Forest Park

Issue Date: September 24, 2024

Proposal Due Date: October 22, 2024

The Village of Forest Park 517 Des Plaines Ave Forest Park, Illinois 60305

I. REQUEST FOR QUALIFICATIONS

1. **GENERAL**

- 1.1 The Village of Forest Park is soliciting proposals from professional energy services companies and qualified firms (FIRM) for professional consulting services to assist the Village with an Advanced Metering Infrastructure (AMI) and water meter replacement program (PROJECT). Professional consulting service should include, but are not limited to, assistance and oversight of the procurement of AMI equipment, materials, installation services of those equipment and materials, as well as the roll-out of the project to help the Village ensure the implementation of the project in a timely fashion. It is the goal of the Village to contract with a qualified team that has substantial experience in this type of work. Respondents must be able to demonstrate expertise with all aspects of AMI and water meter replacement projects and the implementation tasks of such projects. Submittals should include the firm's qualifications, project team, resumes, detailed scope of services/tasks, and recently completed AMI and water meter replacement projects the team has completed in Illinois.
- 1.2 Proposals shall be submitted in an 8.5 x 11 format. They shall be succinct and directly relevant to this project.
- 1.3 Proposal forms are due no later than 10:00am on 10/22/2024 and shall be delivered to the Village of Forest Park, Village Hall located at 517 Des Plaines Ave. Forest Park, IL 60305 in a sealed envelope marked "SEALED PROPOSAL". The envelope shall be marked with the name of the project, date, and time set for receipt of proposals.
- 1.4 Submit one original and one paper copy of your proposal. **Double-sided printing is encouraged when feasible**. An *additional* electronic copy (PDF) shall also be provided on CD/DVD/Flash Drive.
- 1.5 Those forms located at the end of this document marked "Return with Proposal" shall be included with all Proposals.
- 1.6 All proposals shall be submitted in the format requested. Telephone, email, and fax proposals will not be accepted.
- 1.7 By submitting the Proposal, the Proposer certifies under penalty of perjury that they have not acted in collusion with any other Proposer or potential Proposer.

2. **PREPARATION OF PROPOSAL**

2.1 It is the responsibility of the Proposer to carefully examine the specifications, proposal documents, and to be familiar with all of the requirements, stipulations and provisions of the proposed services. **Do not submit a proposed contract.** Upon

acceptance of a submitted Proposal by the Village, a contract will be provided.

All requests for interpretations or clarifications shall be binding upon the Village. All requests for interpretations or clarifications shall be made in writing and received by the Village at least five (5) business days prior to the date set for receipt of proposals or at the pre-proposal conference, if offered. The Village shall make all changes or interpretations of the Proposal Documents in a written addendum and shall provide an addendum to any Proposer of record. Any and all changes to the Proposal Documents are valid only if they are included by written addendum to all Proposers. Each Proposer must acknowledge receipt of any addenda by indicating same in the Proposal. Each Proposer, by acknowledging receipt of any addenda, is responsible for the contents of the addenda and any changes therein. Failure to acknowledge any addenda may cause the Proposal to be rejected. The Village will not assume responsibility for receipt of any addenda. In all cases, it will be the Proposer's responsibility to obtain all addenda issued. Proposers will provide written acknowledgement of receipt of each addendum issued with the Proposal submission.

All questions about the meaning or intent of the Proposal Documents shall be submitted in writing to:

Village of Forest Park
Attn. Sal Stella
Director of Public Works
Phone: (708) 366-4876
Email: sstella@forestpark.net

between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications are without legal effect.

- 2.3 All costs incurred in the preparation, submission, and presentation of any proposal (including travel or personal expenses) shall be the responsibility of the Proposer and will not be reimbursed by the Village.
- 2.4 The proposal deadline is as advertised on the Title Page of this document. Proposals received after the specified time and date will not be accepted and will be returned unopened to the Proposer. Proposals shall become the property of the Village. The Village will maintain confidentiality of all received Proposals, and not disclose information provided by prospective Proposers with other Proposers unless otherwise required per the Freedom of Information Act.

3. MODIFICATION OR WITHDRAWAL OF PROPOSALS

3.1 A Proposal that is in the possession of the Village may be altered by a letter bearing the signature and name of the person authorized for submitting the proposal,

- provided that it is received prior to the time and date set for the proposal opening. Telephone, email or verbal alterations of a proposal will not be accepted.
- 3.2 A Proposal that is in the possession of the Village may be withdrawn by the Proposer, up to the time set for the proposal opening, by a letter bearing the signature and name of the person authorized for submitting proposals. Proposals may not be withdrawn after the proposal opening and shall remain valid for a period of ninety (90) days from the date set for the proposal opening, unless otherwise specified.

4. **RESERVED RIGHTS**

4.1 The Village reserves the exclusive right to waive sections, technicalities, irregularities and informalities and to accept or reject any and all proposals and to disapprove of any and all subcontractors as may be in the best interest of the Village.

II. PROJECT SPECIFICATIONS

The Firm selected by the Village pursuant to this RFQ is not authorized to perform work for the Village until a fully executed and authorized Contract is in place.

1. GENERAL

1.1 Project Description:

The purpose of this contract is to have the professional services of an energy services company and/or an engineering firm to assist with the successful development and implementation of a turnkey AMI and water meter replacement project. The Village is seeking to retain a partner to identify and define a future facing and comprehensive set of requirements for the specified project, prepare a complete set of bid documents for AMI vendor proposals, evaluate AMI vendor offerings, make a recommendation to the Village for the best solution, and provide turnkey implementation support and oversite of the entire project.

1.2 <u>Background:</u>

The Village of Forest Park has a water meter replacement program that identifies water meters that are over twenty years old and replaces them on an annual basis. There are currently 3,180 water meters in the Village. Approximately 35% of these meters are digital display devices. They are all Sensus model meters and are equipped with a Radio Read Meter Transceiver Unit (MXU) which permits meter reading via radio signals. A designated Public Works vehicle will move throughout the Village to gather usage information. The MXU connected to the meter receives a wake up signal from the vehicle interrogation unit. The MXU obtains the meter's identification number and meter reading, which are transmitted back to the interrogation unit. The meter readings are then used to produce the water bills. Village staff has conducted preliminary AMI research for the Village's Water Meter System. Village staff feels that if an AMI system is in place many Villages departmental and operating section efficiencies will be

realized. Staff also anticipates a higher level of customer service will be provided to residents with an AMI system in place due to the possibility of leak detection being incorporated into the system and having real time water usage available to residents.

Below please find a listing of tasks the selected consultant will be expected to provide at a minimum:

1.3 Contract Tasks:

- Review of Municipal Code and applicable Village Standard Operating Procedures to ensure these are current and appropriate for the implementation of an automated metering infrastructure project.
- Preparation of specifications and procurement documents necessary for the purchase of water meters, the purchase and/lease of any and all AMI radio network components/services, software, and meter installation services.
- Review the Village's water meter inventory data and work with appropriate Village staff to ensure its accuracy.
- Assist with selecting a metering and AMI system that will meet the goals of the Village.
- Assist in the development of quantities of meters by size for the purposes of procuring an appropriate stock of meters.
- Assist with any negotiations for the procurement of the necessary components and services (including meters, radio equipment, software) for the successful completion of the project.
- Identify customer portal option.
- Develop project schedules and deadlines.
- Develop 20-year cashflow including all anticipate project costs, operational savings and estimated potential revenue enhancements.
- Assist the Village with the development of a transition plan from the existing meter reading processes to the new AMI system.
- Coordinate the testing of the reading system and the installation of the appropriate software with all appropriate vendors and Village staff.
- Schedule and execute the installation of meters.
- Provide regular progress reports on the project.
- Prepare full Communications Plan for the project and assist in preparing regular communications for distribution through the Village's various communication channels (i.e. website, social media, email, etc.). Prepare and maintain a project website if desired by the Village.
- Ensure the successful commissioning and programming of all components of the system to ensure a working AMI system.
- Coordinate training of Village staff with the selected vendors on their respective systems.

- Review invoices from vendors and provide a recommendation to the Village for payment.
- Work with the Village and all vendors to ensure a timely project close out.

1.4 Proposal Format

Submittals shall be organized according to the following order and include all requested information:

- 1. Introduction and Project Understanding
- 2. Firm Information and Qualifications (size, location, history, resources, services etc.)
- 3. Project Team's Experience on AMI and water meter replacement projects in Illinois (Team organizational chart, resumes, project experience and case studies)
- 4. Scope of Services (Detailed tasks and preliminary project schedule for turnkey design, development and implementation of an AMI and water meter replacement project)
- 5. 5 Project References (only AMI and water meter replacement projects in Illinois)

2. EVALUATION CRITERIA

Responses will be evaluated based on the quality and completeness of the information provided. Failure to provide any of the requested information may result in disqualification. The criteria listed below will be used in the evaluation of the written proposals. The evaluation weighting is shown below. Selection will be based on a combination of point scores (outlined below) and best overall value to the Agency/Buyer.

Experience (40 points)

- Company profile:
 - Name of Company and contact information
 - Location of nearest office responsible for point of contact, engineering, project management and availability of service technicians.
 - List number of years your team has been involved in the water meter business.
- Qualifications and experience of Company 's personnel with delivering AMI projects successfully
 - List ONLY individual names of Company personnel, office location and experience of team members responsible for engineering, project management <u>for this project</u>.
 - NOTE: Include only resumes of Company personnel. Do not include any resumes of partners, subcontractors, etc.
- Firm References:
 - Include project references for those projects that were completed by responding team not just specific to Company references.
 - NOTE: Do not include any references of partners, subcontractors, etc.

- Preference will be given for local Illinois water meter project references.
- List contact information, project value, number of meters installed, and technologies installed.

Technical Approach (30 points)

- Quality of technical approach, including methods of analysis and an understanding of water meter systems and conditions.
- Quality of approach to AMI data integration and handling.
- Quality of the audit.
- Quality of proposed training for Village staff
- Quality of proposed Village personnel staffing plan both for pre and post construction operations.

Project Management (20 points)

- Clear assignment of responsibility for various project tasks.
- Preference will be given to accredited Project Management Professional (PMP) accredited by Project Management Institute (PMI).
- Ability to effectively manage project construction and complete the project on schedule.
- Quality of approach to documenting construction conditions and post construction data QAQC.
- Quality of approach of AMI/water meter system data handling and IT integration.

Financial (10 points)

• Financial soundness and stability of the Company, including most recent Annual Report and Audited Financial Statement.

III. TERMS AND CONDITIONS

1. **DEFINITION OF TERMS**

Wherever herein the following terms are used in the Instructions to Bidders, their definitions are as follows:

<u>Village</u> The Village of Forest Park, acting through its authorized

representatives

Director The Director of Public Works, acting through its authorized

representatives

Proposal The qualifications and scope of services proposed by

the Proposer

<u>Proposer</u> Any individual, firm, partnership, or corporation submitting a

Proposal for the Work to be awarded, acting directly or through a

duly authorized representative

<u>Firm</u> Any individual, firm, partnership, or corporation with which the

Village has entered into a contract for this project, acting directly

or through a duly authorized representative

Contract The written Agreement between the Firm and the Village covering

the performance of the Work. The Contract includes the Request

for Proposal, Contract Form, Certificate of Insurance, and

Specifications.

Specifications Those portions of the Contract Documents consisting of written

technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and

to certain administrative details applicable thereto.

Work The result of performing services, furnishing labor and equipment,

and furnishing and incorporating materials into the construction

of the Project, all as required by the Contract.

2. SUPPLEMENTAL SPECIFICATIONS

2.1 The following "Supplemental Specifications" supplement the Standard Specifications. In case of conflict with any part, or parts, of said Standard Specifications, the Supplemental Specifications shall take precedence and shall govern. The following section numbers used are in reference to those section numbers used in the SSRBC.

107.01 Laws to be Observed

107.01.01 Sexual Harassment Policy

The Proposer shall have in place and shall enforce a written sexual harassment policy in compliance with 775 ILCS 5/2-105(A)(4).

107.01.02 Eligibility for Employment in the United States

The Proposer shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by the Proposer to verify that persons employed by the Proposer are eligible to work in the United States.

107.01.03 Civil Rights

The Proposer shall comply with the Civil Rights Act of 1964, as amended, and Title 49, Code of Federal Regulations, part 21.

107.01.04 Foreign Corporation

Foreign (non-Illinois) corporations shall procure from the Illinois Secretary of State a certificate of authority to transact business in Illinois in accordance with 805 ILCS 5/13.

107.01.05 Confidentiality of Information

Any documents, data, records, or other information relating to the project and all information secured by the Proposer from the Village in connection with the performance of services, unless in the public domain, shall be kept confidential by the Proposer and shall not be made available to third parties without written consent of the Village, unless so required by court order.

107.26 Indemnification

Delete the first paragraph of Article107.26 of the SSRBC and substitute the following:

To the fullest extent permitted by law, the Firm shall be responsible for any and all injuries to persons or damages to property due to the negligent or willful act or omission of the Firm arising or in consequence of the performance of the Work by the Firm. The Firm hereby agrees to defend, indemnify and hold harmless the Village, its officials, agents, employees, attorneys and volunteers against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in any way accrue against the Village, its officials, agents, employees, attorneys and volunteers due to the negligent or willful act or omission of the Firm arising in or in consequence of the performance of this work by the Firm. The Firm shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefor or incurred in connection therewith; and, if any judgment shall be rendered against the Village, its officials, agents, employees, attorneys and volunteers, in any such action, the Proposer shall, at its own expense, satisfy and discharge the same. The Village, its officials, agents Firm employees, attorneys and volunteers shall have the right to select their own counsel and the right to direct their own defense.

Firm expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village, its officials, agents, employees, attorneys and volunteers as herein provided.

107.27 Insurance

Add the following to Article 107.27 of the SSRBC:

107.27.1 Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Village named as additional insured, on a form at least as broad as the attached sample endorsement including ISO Additional Insured Endorsement CG 2010 (Exhibit A) Pre-2004 version, CG 2026 (Exhibit B) Pre-2004 version.
- B. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto."
- C. Workers' Compensation as required by the Workers' Compensation Act of the State of Illinois and Employers' Liability insurance.

107.27.2 Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Village. At the option of the Village, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Village, its officials, agents, employees, attorneys and volunteers, or the Firm shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

107.27.3 Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

<u>107.27.3.1</u> General Liability and Automobile Liability Coverages

- A. The Village, its officials, agents, employees, attorneys and volunteers are to be covered as insureds as respects: Liability arising out of activities performed by or on behalf of the Firm; products and completed operations of the Firm; premises owned, leased or used by the Firm; or automobiles owned, leased, hired or borrowed by the Firm. The coverage shall contain no special limitations on the scope of protection afforded to the Village, its officials, agents, employees, attorneys or volunteers.
- B. The Firm's insurance coverage shall be primary insurance as respects the Village, its officials, employees, agents, attorneys and volunteers. Any insurance or self-insurance maintained by the Village, its officials, agents, employees, attorneys or volunteers shall be excess of Firm's insurance and shall not contribute with it.
- C. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village, its officials, agents, employees, or volunteers.
- D. Coverage shall state that Firm's insurance shall apply separately to each insured against whom claim is made of suit is brought, except with respect to the limits of the insurer's liability.

- E. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Firm shall be required to name the Village, its officials, agents, employees, attorneys and volunteers as additional insureds. A copy of the actual additional insured endorsement shall be provided to the Village.
- F. All general liability coverages shall be provided on an occurrence basis. Claims-made general liability policies are not acceptable.

107.27.3.2 Workers' Compensation and Employers' Liability Coverage
The insurer shall agree to waive all rights of subrogation against the Village, its officials, agents, employees, attorneys and volunteers for losses arising from work performed by Firm. Compensation Limits as required by the Labor Code of the State of Illinois and Employers' Liability limits of \$1,000,000 per accident.

107.27.4 Verification of Coverage

The Firm shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees, attorneys and volunteers, as additional insureds (Exhibit D), and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements may be on forms provided by the Village and are to be received and approved by the member before any work commences. The attached Additional Insured Endorsement (Exhibit E) shall be provided to the insurer for its use in providing coverage to the additional insured. Other additional insured endorsements may be utilized, if they provide a scope of coverage at least as broad as the coverage stated on the attached endorsement (Exhibit E), such as ISO Additional Insured Endorsements CG 2010 (Exhibit A) or CG 2026 (Exhibit B). The Village reserves the right to request full certified copies of the insurance policies and endorsements.

107.27.5 Subcontractors

The Firm shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

The Village of Forest Park, its officers, employees, agents, attorneys and volunteers shall be named as additional insured. Liability coverage is primary with respects to the additional insureds.

107.27.6 Assumption of Liability

The Firm assumes liability for all injury to or death of any person or persons including employees of the Firm, any subcontractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or

persons occasioned by or in any way arising out of any work performed pursuant to this agreement.

EXHIBIT A

CG 20 10 03 97
ADDITIONAL INSURED – OWNERS, LESSEES OR FIRM – SCHEDULE PERSON OR ORGANIZATION
This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE
(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)
Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
Copyright, Insurance Services Office, Ins. 1996

EXHIBIT B

CG 20 26 11 85

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Who Is An Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

Copyright, Insurance Services Office, Ins. 1984

EXHIBIT C

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR FIRM – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s)	Location and Description of Completed						
Or Organization(s):	Operations						
Information required to complete this Section, if not shown above, will be shown in the Declarations.							

Section II – Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products—completed operations hazard".

CG 20 37 07 04

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Page 1 of 1

EXHIBIT D (EXAMPLE)

ACO	<i>RD</i> _{TM}	CERTIFICATE OF LIABILITY IN	ISURAN	CE			DATE (MM/DD/YYYY)	
PRODU	JCER			THIS CERTIFICATE IS		R OF INFORMATION ONLY A RTIFICATE DOES NOT AMEI	AND CONI	ERS NO RIGHTS	
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	COVERAGES								
CONDIT DESCRII	ION OF A	INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THI NY CONTRACT OR OTHER DOCUMENT WITH RESPECT N IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CO	TO WHICH THIS	S CERTIFICATE MAY BE	ISSUED OR MAY PERT	AIN, THE INSURANCE AFFO	RDED BY 1	THE POLICIES	
INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS			
Α	Χ	GENERAL LIABILITY CG001				EACH OCCURRENCE		\$ 1,000,000	
						DAMAGE TO RENTED PRI (Ea. Occur.)	EMISES	\$ 50,000	
		☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR	Policy	D. I. C D .	01: 5.10.	MED EXP (Any one perso	n)	\$ 5,000	
		OWNERS & CONT PROT ((IF REQUIRED)	Number	Policy Start Date	Policy End Date	PERSONAL & ADV INJURY		\$ 1,000,000	
		GEN'L AGGREGATE LIMIT APPLIER PER:				GENERAL AGGREGATE PRODUCTS-COMP/OP AG		\$ 2,000,000	
		☐ POLICY ☐ PROJECT ☐ LOC				PRODUCTS-COMP/OP AGG		\$ 1,000,000	
Α		AUTOMOBILE LIABILITY CA001				COMBINED SINGLE LIMIT (Ea. Accident)		\$ 1,000,000	
		ANY AUTO CA001 □ ALL OWNED AUTOS	Policy	Policy Start Date	Policy End Date	BODILY INJURY (PER PERSON)		\$	
		☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS	Number			BODILY INJURY (PER ACCIDENT)		\$	
						PROPERTY DAMAGE (PER ACCIDENT)		\$	
		GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	Т	\$	
		☐ ANY AUTO				OTHER THAN EA ACC AUTO ONLY: AGG		\$	
В	Χ	EXCESS UMBRELLA LIABILITY				EACH OCCURRENCE		\$ per	
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		NY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER Nu	Number	Date		E.L. EACH ACCIDENT		\$ 1,000,000	
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	, ,	PROVISIONS below				E.L. DIESEASE-POLICY LIM	1IT	\$ 500,000	
	OTHER	Professional Liability (If requested)	Policy Number	Policy Start Date	Policy End Date				
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		DEB		CANCELLATION					
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Addition and vol		d: Village of Forest Park, its officials, employees, agen	ts, attorneys	HOLDER NAMED TO	THE LEFT,	IL 30 DAYS WRITTEN NOTIC	E TO THE	CERTIFICATE	
	SIGNATURE OF AUTHORIZED AGENT								

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EXHIBIT E

ADDITIONAL INSURED ENDORSEMENT

Name of Insurer:
Name of Insured:
Policy Number:
Policy Period:
Endors. Effective Date:

This endorsement modifies coverage provided under the following:

Commercial General Liability Coverage Part

Name of Individuals or Organization:

WHO IS AN INSURED section of the policy / coverage document is amended to include as an insured, the individuals or organization shown above, but only with respect to liability "arising out of your work".

For purposes of this endorsement, "arising out of your work" shall mean:

- 1. Liability the Additional Insured may incur resulting from the actions of a subcontractor it hires.
- 2. Liability the Additional Insured may incur for negligence in the supervision of the Named Insured subcontractor's work.
- 3. Liability the Additional Insured may incur for failure to maintain safe worksite conditions.
- 4. Liability the Additional Insured may incur due to joint negligence of the Named Insured Subcontractor and the Additional Insured.

Original Created – 1/2002 Revised – 1/2005

109.02 Scope of Payment

Add the following to Article 109.02 of the SSRBC:

109.02.1 Taxes

The Village of Forest Park is a unit of local government and is exempt from the payment of Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax in Illinois. No amount will be paid to the Firm for the payment of these taxes.

2.2 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Commission as a material term of all public contracts:

"EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the Firm's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Firm may be declared non-responsible and therefore ineligible for future Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the Contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

During the performance of this Work, the Firm agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- (2) That, if it hires additional employees in order to perform this Work, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Firm's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the Firm in its efforts to comply with such Act and Rules and Regulations, the Firm will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will

recruit employees from other sources when necessary to fulfill its obligation thereunder.

- (5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- (7) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10(a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such Subcontractor. In the same manner as with other provisions of this Contract, the Firm will be liable for compliance with applicable provisions of this clause by all its Subcontractors; further, it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any Subcontractor fails or refuses to comply therewith. In addition, no Proposer will utilize any Subcontractor declared by the Commission to be non-responsible and therefore ineligible for Contracts or Subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of Subcontracts referred to under paragraph 7 of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

<u>Section 2.10</u>. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a Firm and any person (in which the parties do not stand in the relationship of an employer and an employee):

- (a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts; or
- (b) under which any portion of the Firm's obligation under any one or more contracts is performed, undertaken or assumed."

2.3 COMPLIANCE WITH FREEDOM OF INFORMATION ACT REQUESTS

Section 7(2) of the Illinois Freedom of Information Act ("FOIA") (5 ILCS 120/7(2)) requires certain records that qualify as "public records," which have been prepared by and are in the possession of a party who has contracted with the Village, be turned over to the Village so that a FOIA requestor can inspect and photocopy the non-exempt portions of the public records pursuant to a FOIA request. The Village has a very short period of time from receipt of a FOIA request to comply with the request, and it requires sufficient time to review the records to decide what information is or is not exempt from disclosure. The Proposer acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Proposer's possession and to provide the requested public records to the Village within two (2) business days of the request being made by the Village. The Proposer agrees to indemnify and hold harmless the Village from all claims, costs, penalties, losses and injuries (including but not limited to, attorney's fees, other professional fees, court costs and/or arbitration or other dispute resolution costs) arising out of or relating to its failure to provide the public records to the Village under this Agreement.

2.4 ASSIGNMENT OF CONTRACT

No part of the work herein specified shall be assigned without the written consent of the Engineer, and in no case shall such consent relieve the Firm from the obligations herein entered into by the same or change the terms of this Agreement.

2.5 PAYMENTS

If the rate of progress is satisfactory to the Engineer, payment estimates will be submitted once a month during the progress of the Work. Once an invoice and receipt of deliverables or service has been verified, the invoice will be processed for payment in accordance with the Village payment schedule. In no case will the final payment be made until the Firm has complied with all the requirements set forth and the Engineer has made his final inspection of the entire work and is satisfied that the entire work is properly and satisfactorily completed in accordance with the requirements of the Contract.

2.6 TERMINATION OF CONTRACT

In the event of the Firm's nonperformance, breach of the terms of the Contract, or for any other reason, including that sufficient funds to complete the Contract are not appropriated by the Village, the Contract may be canceled, in whole or in part, upon

the Village's written notice to the Firm. The Village will pay the Firm's costs actually incurred as of the date of receipt of notice of termination. Upon termination, the Firm will deliver all documents and products of whatever kind, and their reproducible originals related to the project, which have been produced to the date of the notice of termination.

2.7 NOT TO EXCEED CONTRACT

The contract price is a "not-to-exceed" cost. At any time additional work is necessary or requested, and the not-to-exceed price is increased thereby, any change, addition or price increase must be agreed to in writing by all parties in the same manner by which the original contract was approved.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE CERTIFICATE

As used in this certificate the term "subcontract" includes the term "purchase order" and all other agreements effectuating purchase of supplies or services. If this certificate is submitted as part of a bid or proposal the term "Seller" shall be deemed to refer to the Bidder or Offeror, or Subcontractor or Supplier. This certificate shall be renewed annually. Notwithstanding the foregoing, the certifications made herein shall remain applicable until completion of all nonexempt contracts/subcontracts awarded while this certificate is in effect. The undersigned Seller certifies the following to the Village of FOREST PARK hereinafter referred to as Buyer:

- A. <u>REPORTS</u>: Within thirty (30) days after Buyer's award to Seller of any contract/subcontract and prior to each March 31 thereafter during the performance of work under said subcontract, the Seller shall file Standard Form 100, entitled "Equal Employment Opportunity Employer Information Report EEO-1" in accordance with instructions contained therein unless Seller has either filed such report within 12 months preceding the date of the award or is not otherwise required by law or regulation to file such report.
- B. <u>PRIOR REPORTS</u>: Seller, if it has participated in previous contract or subcontract subject to the Equal Opportunity Clause (41 C.F.R. Sec. 60-1.4 (a) (1) through (7), or the clause originally contained in Section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114, has filed all required compliance reports. Seller shall obtain similar representations indicating submission of all required compliance reports, signed by proposed subcontractors, prior to awarding subcontracts not exempt from Equal Opportunity Clause.
- C. <u>CERTIFICATION OF NON SEGREGATED FACILITIES</u>: Seller certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Proposer certifies further that it will not maintain or provide for its employees any segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location, under its control where segregated facilities are maintained. Seller agrees that a breach of this

certification is a violation of the Equal Opportunity Clause in this certificate. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms, wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise.

Proposer further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that it will retain such certifications in its files; and that it will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NONSEGREGATED FACILITIES. A certification on Nonsegregated Facilities, as required by Section 60-1.8 of Title 41 of the Code of Federal Regulations, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause. (Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001).

- D. <u>AFFIRMATIVE ACTION COMPLIANCE PROGRAM</u>: Prior to 120 days after receipt of any subcontract in the amount of \$50,000 or more from Buyer, if it has 50 or more employees and it is not otherwise exempt under 41 C.F.R. Part 60-1, shall have developed for each of his establishments a written affirmative action compliance program as called for in 41 C.F.R. Sec. 60-1.40. Seller will also require its lower-tier subcontractors who have 50 or more employees and receive a subcontract of \$50,000 or more and who are not otherwise exempt under 41 C.F.R. Part 60-1 to establish written affirmative action compliance programs in accordance with 41 C.F.R. Sec. 60-1.40.
- E. Seller certifies that it is not currently in receipt of any outstanding letters of deficiencies, show cause, probable cause, or other such notification of noncompliance with EEO regulations.

Executed this day of	2024 by:	
	Firm name	
	Ву:	
	Title	(Seller)

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or proposer shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or proposer has certified to the State that the grantee or proposer will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

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

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

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

(3)	any available drug counseling,	rehabilitation, a	and employee	assistance	programs;
	and				

- (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization	
Printed Name and Title	Date
Requisition/Contract/Grant ID Number	

CERTIFICATION THAT PROPOSER IS NOT BARRED FROM PUBLIC CONTRACTING DUE TO BID-RIGGING OR **BID ROTATING CONVICTIONS**

WHEREAS, a conviction for the offense of bid-rigging or bid rotating bars a person or entity from bidding on public contracts (720 ILCS 5/33E-3 and 33E-4), and

WHEREAS, Section 33E-11 of the Criminal Code (720 ILCS 5/33E-11) requires bidders and proposers to certify on a form provided by the unit of local government or school district that they are not barred from public contracting due to bid-rigging or bid rotating convictions.

NOW THEREFORE, IT IS HEREBY CERTIFIED THAT the undersigned,
(individual, firm, corporation or other entity)
is not barred from bidding on or entering into public contracts due to having been convicted of bid-rigging or bid rotating under paragraphs 33E-3 or 33E-4 of the Illinois Criminal Code. The undersigned also certifies that no officers or employees of the bidder or the proposer have been so convicted and that the bidder or proposer is not the successor company or a new company created by the officers or owners of one so convicted. It is further certified that any such conviction occurring after the date of this certification will be reported to the above public body in writing, within seven (7) days of such conviction, if it occurs during any bidding process, contract term or otherwise prior to the entering into any contract therewith.
DATE:
Ву:
ATTEST:
(SEAL)

PROPOSER CERTIFICATION SEXUAL HARASSMENT POLICY

("Proposer"), having submitted a proposa	al to the Village of Forest
Park, hereby certifies that s	aid Proposer has a written sexual harass	ment policy in place in full
compliance with 775 ILCS 5,	/2-105 (A) (4).	
	Signed by:	
	Name & Address	
	or Vendor	
Subscribed and sworn to be	fore me	
thisday of	, 2024	

Notary Public

RESOLUTION NO. R- -24

A RESOLUTION APPROVING PAY REQUEST #2 (FINAL) FOR THE 2024 GREEN ALLEY IMPROVEMENTS PROJECT FROM J. NARDULLI CONCRETE, INC. (800 & 900 Block of Circle-Marengo Alley)

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2024 Green Alley Improvements Project to J. Nardulli Concrete, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #2 (Final) 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 (Final) 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 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 (Final) to Contractor in the amount of Three Hundred Ninety-Three Thousand Two Hundred Fifty-One and 33/100 Dollars (\$393,251.33); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #2 (Final) 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 recitals set forth in the preambles are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. The Council of the Village hereby approves Pay Request #2 (Final) to Contractor in the amount of Three Hundred Ninety-Three Thousand Two Hundred Fifty-One and 33/100 Dollars (\$393,251.33) under the contract for the Project with Contractor.

	Section 3.	The Village Clerk is d	irected to attest to the Mayor's signature on any and
all do	cuments, as neo	cessary.	
	Section 4.	This Resolution shall	be in full force and effect upon its passage in the
manne	er provided by	law.	
	RESOLVED	by the Council of the V	illage of Forest Park, Cook County, Illinois this 23 rd
day of	f September, 20	024.	
	AYES:		
	APPROVED	by me this 23 rd day of S	eptember, 2024.
			Rory E. Hoskins, Mayor
and p	ublished in pan	ed in my office, nphlet form eptember, 2024.	
Vanes	ssa Belmonte, V	Village Clerk	

2024 GREEN ALLEY IMPROVEMENTS PROJECT PAY REQUEST #2 (FINAL)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 13, 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: 2024 Green Alley Improvements – 800 & 900 block of Circle-Marengo Alley

Pay Request #2 - FINAL

(CBBEL Project No. R000023.BG113)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #2 (FINAL) submitted by J. Nardulli Concrete, Inc. in the amount of \$393,251.33 for the work completed. The payment will be:

1.	Contract Amount	\$ 735,388.25
2.	Work Completed (FINAL)	\$ 734,857.68
3.	Less Previous Payments	\$ 341,606.35
4.	Amount Due	\$ 393.251.33

We recommend payment in the amount of \$393,251.33 to J. Nardulli Concrete, Inc.

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

Sincerely,

Brad S. Bahn

Construction Engineer

preple



PCC Pavement • Curb & Gutter • Sidewalks & Driveways

INVOICE

	9/6/2024	COSTOWIER #	20240906
- 1	9/6/2024		20240900

BILL TO Village Of Forest Park 517 Desplaines Ave Forest Park IL 60130 RE: Village of Forest Park 2024 Green Alley Project PE#2 & FINAL

Item						
No.	Description	Unit	Quantity	Jnit Price	Amount	
1	TREE TRUNK PROTECTION	EACH	0	\$ 400.00	\$ -	
2	TREEN ROOT PRUINING	EACH	0	\$ 800.00	\$ -	
3	EARTH EXCAVATION	CU YD	1500	\$ 47.25	70,875.00	
4	REMOVAL & DISPOSAL OF UNSUITABLE MATERIAL	CU YD	0	\$ 47.25	\$ -	
5	POUROUS GRANULAR EMBANKMENT	CU YD	0	\$ 41.50	\$ -	
6	INLET FILTERS	EACH	2	\$ 150.00	\$ 300.00	
7	PCC PAVEMENT 8 INCH	SQ YD	1424.88	\$ 97.25	138,569.90	
8	PCC SIDEWALK 5 INCH	SQ FT	1418.93	\$ 9.00	12,770.39	
9	SIDEWALK REMOVAL	SQ FT	1418.93	\$ 2.00	\$ 2,837.86	
10	PAVEMENT REMOVAL(SPECIAL)	SQ YD	1896.44	\$ 15.00	\$ 28,446.58	
11	CLASS D PATCHES TYPE IV 8"	SQ YD	183.23	\$ 	\$ 15,300.00	
12	STORM SEWER REMOVAL 8	FOOT	0	\$ 5.00	\$ -	
13	STORM SEWER INSTALLATION 8	FOOT	0	\$ 30.00	\$ -	
14	PIPE UNDERDRAINS TYPE 2, 4"	FOOT	602	\$ 20.00	\$ 12,040.00	
15	CATCH BASINS TY A , 4 DIA TY 1 FRAME, OPEN LID	EACH	3	\$ 	\$ 22,500.00	
16	INLETS , TY A , TY 1 FRAME OPEM LID	EACH	2	\$	\$ 6,400.00	
17	TRAFFIC CONTROL & PROTECTION	L SUM	1	\$ 	\$ 25,000.00	
18	SIGN PANEL TYPE 1	SQ FT	6	\$	\$ 132.00	
19	TELESCOPING STEEL SIGN SUPPORT	FOOT	0	\$ 21.00	\$ -	
20	METAL POST TYPE A	FOOT	0	\$ 15.00	\$ -	
21	WASHOUT BASIN	L SUM	1	\$ 1,500.00	\$ 1,500.00	
22	PRECONSTRUCTION VIDEO TAPING	L SUM	1	\$ 800.00	\$ 800.00	
23	AGGREGATE FOR TEMPORARY ACCESS	TON	0	\$ 25.00	\$	
24	CONSTRUCTION LAYOUT	L SUM	1	\$ 3,500.00	\$ 3,500.00	
25	TRENCH BACKFILL SPECIAL (WASHED CA-7)	CU YD	749.51	\$ 55.00	\$ 41,223.27	
26	PCC DRIVEWAY REMOVAL & REPLACEMENT 8"	SQ YD	628.65	\$ 97.00	\$ 60,979.05	
27	HMA DRIVEWAY REMOVAL & REPLACEMENT	SQ YD	128.38	\$	\$ 8,665.80	
28	COMBINATION CURB & GUTTER REMOVAL & REPLACEMENT	FOOT	244.5	\$ 	\$ 12,225.00	
29	DETECTABLE WARNINGS	EACH	6	\$ 350.00	\$ 2,100.00	
30	STORM SEWERS 12" SPECIAL	FOOT	1016	\$ 85.00	\$ 86,360.00	
31	CORED CONNECTION TO STRUCTURE/SEWER	EACH	1	\$ 3,000.00	\$ 3,000.00	
32	STRUCTURE TO BE ADJUSTED	EACH	1	\$ 1,200.00	\$ 1,200.00	
33	EDGE SLOPE ADJUSTMENT	FOOT	286.5	\$ 9.00	\$ 2,578.50	
34	PERMEABLE CONCRETE PAVERS	SQ FT	4244	27.25	\$ 115,649.00	
35	TIDEFLEX CHECKMATE INLINE CHECK VALVE 12"	EACH	1	\$ 3,500.00	\$ 3,500.00	
36	HALF TRAP	EACH	1	\$ 250.00	\$ 2,500.00	
37	ITEMS ORDERED BY ENGINEER	DOLLAR	46628	\$ 1.00	\$ 46,628.00	
38	TENSAR TRIAX 130S GEOGRID	SQ YD	1819.33	\$ 4.00	\$ 7,277.33	

TOTAL UP TO DATE	\$ 734,857.68
Less 0% Retained	
Subtotal	\$ 734,857.68
Less Previous Payment	\$ 341,606.35
Total Pay Est 2 DUE	\$ 393,251.33

J. NARDULLI CONCRETE, INC. • 3517 S. 60th Ct. • Cicero, IL 60804 • Phone: (708) 652-3000 • Fax: (708) 652-3006

STATE OF ILLINOIS COUNTY OF COOK

FINAL WAIVER

To Whom It May Concern:

WHEREAS the undersigned has been employed by VILLAGE OF FOREST PARK to furnish labor and material for CONCRETE

CONSTRUCTION work for the project known as 2024 GREEN ALLEY PROJECT of which VILLAGE OF FOREST PARK is the owner.

The undersigned, for and in consideration of THREE HUNDRED NINETY THREE THOUSAND TWO HUNDRED FIFTY ONE 33/100

(\$393,251.33) Dollars, and other good and valuable considerations, the receipt whereof is herby 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, ADDITIONALLY, the undersigned hereby waivers and releases any and all of the undersigned and claims under the Union. Public Construction Pend Act to the superstruction Pend Act to the undersigned waivers and releases any and all of the undersigned necessary of the state of minors, relating to mechanics lies, and all of the undersigned waivers and releases any and all lien or claim of, or right to lien under the statues of Illinois relating to mechanics liens, with respect to and on said above-decribed 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, service, material, fixtures, apparatus or machinery, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS*

DATE September 6, 2024

Company Name: J. NARDULLI CONCRETE, INC.
Address: 3517 S. 60th CT., CICERO, ILLINOIS 60804

SIGNATURE AND TITLE

PRESIDENT

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

STATE OF ILLINOIS COUNTY OF COOK

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE UNDERSIGNED, JOSE A. GAUCIN BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS PRESIDENT OF J. NARDULLI CONCRETE, INC. WHO IS THE CONTRACTOR FURNISHING LABOR AND EQUIPMENT FOR CONCRETE CONSTRUCTION WORK ON THE PROJECT KNOWN AS 2024 GREEN ALLEY PROJECT OWNED BY VILLAGE OF FOREST PARK.

That the total amount of the contract including extras* \$ 734.857.68, on which he or she has received payment of \$ 341.606.35 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 paymes and addresses of all parties who have furnished restricted to be bethe feed and the present of the property of the proper

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	WHAT FOR	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	E	BALANCE DUE
J. NARDULLI CONCRETE, INC.	LBR.PRF.OH.EQP.	\$349,279.78	\$219,561.85	\$129,717.93	\$	0
ELMHURST CHICAGO STONE	READYMIX	\$84,352.50	\$0	\$84,352.50	\$	0
UNO CONSTRUCTION INC	UNDERGROUND	\$151,704.40	\$122,044.50	\$29,659.90	\$	0
CR SCHMIDT	PAVERS	\$81,697.00	\$0	\$81,697.00	\$	0
HEIDELBERG MATERIALS	AGGREGATES	\$30,807.00	\$0	\$30,807.00	\$	0
MOHR OIL COMPANT	FUEL	\$ 37,017.00	\$0	\$ 37,017.00	\$	0
TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$734,857.68	\$341,606.35	\$393,251.33	\$	0

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 or to be done upon or in connection with said work other than above stated

Jacom

DATE 09/06/2024

Signature:

SUBSCRIBED AND SWORN TO BEFORE ME THIS 04 06/2024

*EXTRAS INCLUDE BUT ARE NOT LINITED TO CHANGE ORDERS, BOTH ORAL

AND WRITTEN, TO THE CONTRACT.

NOTARY PUBLIC

FINAL WAIVER OF LIEN - MATERIAL OR LABOR

State of Illinois

August 14, 2024

County of Cook

TO ALL WHOM IT MAY CONCERN

Whereas we the undersigned, Elmhurst-Chicago Stone LLC, have been employed by J. NARDULLI CONCRETE, INC. to furnish Ready-Mix Concrete for the building known as:

2024 Forest Park Alleys

Now, therefore, know Ye, that we the undersigned, for and in consideration of the sum of \$84,352.50 (Eighty Four Thousand Three Hundred Fifty Two and 50/100) and other good and valuable considerations, the receipt whereof is hereby acknowledged, do hereby waive and release any and all lien, or claim of, or right to lien on said above described building and premises under the statutes of the State of Illinois relating to Mechanics' Lien, on account of labor or materials, or both, furnished or which may be furnished by the undersigned to or on account of the said J. NARDULLI CONCRETE, INC. for said building or premises

400 WEST FIRST STREET, ELMHURST, ILLINOIS 60126 CORPORTS

SUBSCRIBED AND SWORN BEFORE ME THIS 14th Day of August 2024

Gary Hofmann, Authorized Agent

Notary Public

NOTARY PUBLIC, STATE OF ILLINOIS My Commission Expires 01/27/2026

William William Only

Construction Final Lien Waiver

State of Illinois County DuPage Ss.					
•				ESCROW#	
To Whom It May Concern:					
WHEREAS the undersigned has to furnish Undeground Sewer	been employed by <u>J</u> Work	. Nardulli Concret	е		
for the premises known as 2024	Green Alley Impro	ovements			
of which Village of Forest Par	k				is the owner.
The undersigned, for ar	ıd in consideration o	Twenty Nine Th	ousand Six Hun	dred Fifty Nine 9	0/100
(\$ <u>29,659.90</u>) Doll	lars, and other good	and valuable consi	deration, the rece	ipt whereof is here	by acknowledged
do(es) hereby waive and release to mechanics' liens, with respect					
fixtures, apparatus or machinery					
owner, on account of labor servi furnished at any time hereafter, i	ces, material, fixture	es, apparatus or ma	chinery, heretofor		
Date <u>09/06/24</u>		Company Nan	_	ction Co. Inc.	
	111-1-1	Address 6037	Brookbank Rd. I	Downers Grove, I	L 60516
Signature and Title	mmet	for P	resident		t-martin
	CONT	RACTOR'S AF	FIDAVIT		
State of Illinois County DuPage ss.					
To Whom It May Concern:					
The undersigned, (Nam	e) Alberto Garcia				being
duly sworn, deposes and says the	at he or she is (Posit	tion/Title) Preside	nt		· · · · · · · · · · · · · · · · · · ·
of (Company Name) <u>Uno Cons</u> who is the contractor <u>furnishing</u>	Underground Swe	awer Mork			
wno is the contractor <u>furmshing</u> work on the building located at	2024 Green Alley	morovements			
owned by Village of Forest Pa		provomorite	that the total amo	unt of the contrac	t including extra
is \$ 151,704.40				h he or she has rec	
(CONTRACT AM	OUNT)				
\$ <u>122,044.50</u> PREVIOUS PAY	MENT)	1400	prior to	this payment. Tha	t all waivers are
true, correct and genuine and de		ally and that there i	is no claim either i	egal or equitable i	o defeat the
validity of said waivers. That th					
work and all parties having con					
construction thereof and the am			that the items mer	itioned include all	labor and mater
required to complete said work	accoraing to plans a	na specification:			
		FORMATION & MA			
NAME/ADDRESSES	WHAT FOR	CONTRACT PRICE	PREVIOUS PAYMENT	THIS PAYMENT	BALANCE TO BECOME DUE
Uno Construction Co. Inc.	Underground	151,704.40	122,044.50	29.659.90	0.00
6037 Brookbank Rd.					
Downers Grove, IL 60516					
TOTAL LABOR AND MATERIAL		151,704.40	122,044.50	29,659.90	0.00
TO COMPLETE That there are no other contracts for sa	ld work outstanding, and				
any kind done or to be done upon or in				.,,,,	
Date 9 06 24	Signa	_{iture} U	but Liv		
Subscribed and sworn to		124	day of	ptember	, 2034
1		/	1		
12		NIO GARCIA		D. 611 -	
Construction Final Lien Waiver	Notary Pub	CIAL SEAL lic, State of Illinois	Notari	Public	
Stewart Title - Illinois Division (012)	My Comr	nission Expires 📘			
	Decem	nber 07, 2024			

CONDITIONAL FINAL WAIVER OF LIEN

State of Illinois County of DuPage TO WHOM IT MAY CONCERN WHEREAS the undersigned has been employed by J. Nardul<u>li Concrete, Inc.</u> to furnish Permeable Pavers for the premises known as 2024 Green Alley Improvements of which Village of Forest Park Eighty One Thousand Six Hundred Ninety Seven Dollars and No Cents THE undersigned, for and in consideration of \$81,697.00) 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, hereto furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.* Waiver is conditioned upon receipt and clearing of payment. COMPANY NAME: C.R. Schmidt, Inc. DATE: 7.31.2024 ADDRESS: 3S215 Talbot Avenue, Warrenville, IL 60555 SIGNATURE AND TITLE * EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN TO THE CONTRACT. **CONTRACTOR'S AFFIDAVIT** State of Illinois County of DuPage TO WHOM IT MAY CONCERN THE UNDERSIGNED, (NAME) BEING DULY SWORN, DEPOSES Olivia Lockett AND SAYS THAT HE OR SHE IS (POSITION) President OF (COMPANY NAME) C.R. Schmidt, Inc WHO IS THE CONTRACTOR FURNISHING WORK ON THE BUILDING Permeable Pavers LOCATED AT 2024 Green Alley Improvements Forest Park, IL OWNED BY Village of Forest Park That the total amount of the contract including extras* is \$81,697.00 on which he or she has received payment of \$0.00 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 each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications. Waiver is conditioned upon receipt and clearing of payment NAMES AND ADDRESSES WHAT FOR AMT. PAID PAYMENT BAL. DUE ontract Price Inc. Ext. C.R. Schmidt, Inc. - 3S215 Talbot Installation & material from paid stock Avenue, Warrenville, IL 60555 (no rental equip used) \$81,697.00 \$0.00 \$81,697.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE. \$81,697.00 \$0.00 \$81,697.00 \$0.00 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 or to be done upon or in connection with said work other than above stated. DATE: 7.31.2024 SIGNATURE: SUBSCRIBED AND SWORN TO BEFORE ME THIS DAY OF July-24 31st *EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT.

OFFICIAL SEAL
CLAUDIA A BENITEZ
RY PUBLIC, STATE OF ILLINI
Commission Expires 12/21/24

Heidelberg Materials 300 E. John Carpenter Fwy #15 Irving, TX 75062 Tel 800-220-1566

FINAL WAIVER

J. NARDULLI CONCRETE, INC. 3517 SOUTH 60TH CT **CICERO, IL 60804**

The undersigned has been paid and has received a progress payment in the sum of \$30,807.00 for labor, services, equipment or material furnished to J. NARDULLI CONCRETE, INC. on the job of

Said project is commonly known as the

2024 ALLEY IMPROVEMENTS FOREST PARK

The undersigned does hereby release any Mechanic's Lien, Stop Notice or bond right on the above referenced job to the following extent: This release covers a progress payment for labor, services, equipment or material furnished to J. NARDULLI CONCRETE, INC., and does not cover any retention or items furnished after that date, except for disputed claims for additional work in the amount of \$0.00.

This release does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a recession, abandonment or breach of the contract, or the right of the undersigned to recovery compensation for furnished labor, services, equipment or material covered by this release if that furnished labor, services, equipment or material was not compensated by the progress payment. This release shall not cover unpaid or unauthorized change orders. Before any recipient of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: 08/05/2024

Laura C. Torres Heidelberg Materia

STATE OF TEXAS COUNTY OF DALLAS

of day of Autory evidence to Subscribed and sworn to (or affirmed) before me on 05th day of August 2024, by Laura C. Torres, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

OF TE OF TO STREET STREET

Notary Signature

STATE OF ILLINOIS COUNTY OF COOK

FINAL WAIVER OF LIEN

To Whom It May Concern:

WHEREAS the undersigned has been employed by <u>J. NARDULLI CONCRETE INC</u> to furnish labor and material for <u>FUEL</u> for the project known as <u>2024 GREEN ALLEY IMPROVEMENTS</u> of which <u>VILLAGE OF FOREST PARK</u> is the owner.

The undersigned, for and in consideration of THIRTY SEVEN THOUSAND & SEVENTEEN 00/100 (\$37,017.00) Dollars, and other good and valuable considerations, the receipt whereof is herby 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, ADDITIONALLY, the undersigned hereby waivers and releases any and all of the undersigned's rights and claims under the Illinois Public Construction Bond Act to the same extent the undersigned waivers and releases any and all lien or claim of, or right to lien under the statues of Illinois relating to mechanics liens, with respect to and on said above-decribed 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, service, material, fixtures, apparatus or machinery, or which may be furnished at any time hereafter, by the undersigned for the above-described premises. INCLUDING EXTRAS*

the undersigned	for the above-described premises, INCLUDING EXT
DATE September 6, 2024	Company Name: MOHR OIL COMPANY
m / h/	
GIGNATURE AND TITLE MULTIPLE	PRESIDENT
EXTRAS INCLUDE BUT ARE NOT LIMITED TO CHANGE ORDERS	S, BOTH ORAL AND WRITTEN. TO THE CONTRACT

STATE OF ILLINOIS COUNTY OF COOK

CONTRACTOR'S AFFIDAVIT

To Whom It May Concern:

THE UNDERSIGNED, MICHAEL H MOHR SR BEING DULY SWORN, DEPOSES AND SAYS THAT HE OR SHE IS PRESIDENT OF MOHR OIL COMPANY. WHO IS THE CONTRACTOR FURNISHING FUEL FOR WORK ON THE PROJECT KNOWN AS 2024 GREEN ALLEY IMPROVEMENTS. OWNED BY VILLAGE OF FOREST PARK

PROJECT KNOWN AS 2024 GREEN ALLEY IMPROVEMENTS. OWNED BY VILLAGE OF FOREST PARK.

That the total amount of the contract including extras* \$37.017.00 on which he or she has received payment of \$ 37.017.00 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	WHAT FOR	CONTRACT PRICE INCL. EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
MOHR OIL COMPANY	FUEL	\$37,017.00	\$0	\$37,017.00	\$0
TOTAL LABOR & MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$37,017.00	\$0	\$37,017.00	\$0

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 or to be done upon or in connection with said work other than above stated.

DATE September 6 2024 Signature: MV 1913

SUBSCRIBED AND SWORN TO BEFORE ME THIS 04 06 2024

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

NOTARY PUBLIC

RESOLUTION NO. R- -24

A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE MADISON STREET LANDSCAPING PROJECT TO EMERALD SITE SERVICES, LLC

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the Madison Street Landscaping Project to Emerald Site Services, LLC ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) 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 #1 (Final) 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 #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 Dollars (\$56,250.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) 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 recitals set forth in the preambles are hereby incorporated herein by reference and made a part of this Ordinance.

Section 2. The Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the amount of Fifty-Six Thousand Two Hundred Fifty and 00/100 Dollars (\$56,250.00) under the contract for the Project with Contractor.

	Section 3.	The Village Clerk is d	irected to attest to the Mayor's signature on any and
all do	cuments, as neo	cessary.	
	Section 4.	This Resolution shall	be in full force and effect upon its passage in the
manne	er provided by	law.	
	RESOLVED	by the Council of the V	illage of Forest Park, Cook County, Illinois this 23 rd
day of	f September, 20	024.	
	AYES:		
	APPROVED	by me this 23 rd day of S	eptember, 2024.
			Rory E. Hoskins, Mayor
and p	ublished in pan	ed in my office, nphlet form eptember, 2024.	
Vanes	ssa Belmonte, V	Village Clerk	

MADISON STREET LANDSCAPING PROJECT PAY REQUEST #1 (FINAL)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

September 4, 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: Madison Street Landscaping Project

Pay Request #1 - FINAL

(CBBEL Project No. R000023.00118)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 (FINAL) submitted by Emerald Site Services, LLC in the amount of **\$56,250.00** for the work completed. The payment will be:

1.	Contract Amount	\$ 56,250.00
2.	Work Completed (FINAL)	\$ 56,250.00
3.	Less Previous Payments	\$ 0.00
4.	Amount Due	\$ 56.250.00

We recommend payment in the amount of \$56,250.00 to Emerald Site Services, LLC.

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

Sincerely,

Brad S. Bahn

Construction Engineer

preple

Emerald Site Services, LLC

8223 W Lincoln Hwy Frankfort, IL 60423-9418 US +18154697400 ap@emeraldsiteservices.com www.emeraldsiteservices.com



11273

Net 30

08/26/2024

09/25/2024

INVOICE

Rosemont, IL 60018

 BILL TO
 INVOICE

 Village of Forest Park
 DATE

 c/o Brad Bahn
 TERMS

 Christopher B Burke Engineering, Ltd
 DUE DATE

 9575 W Higgins Road
 Suite 600

PO NUMBER PROJECT NUMBER CBBEL 0023 BG118 P167382

DESCRIPTION	QTY	RATE	AMOUNT
Tree Root Pruning	45	100.00	4,500.00
Tree Grate Removal	45	125.00	5,625.00
Poured in place rubber surface, special / Porous Pave	45	1,025.00	46,125.00

BALANCE DUE

Village of Forest Park Madison Street Landscaping Project 517 Des Plaines Avenue Forest Park, IL 60130 \$56,250.00

FINAL WAIVER OF LIEN STATE OF ILLINOIS, Gty# }SS Escrow # **COUNTY OF WILL** TO ALL WHOM IT MAY CONCERN: WHEREAS, we the undersigned have been employed by EMERALD SITE SERVICES, LLC to provide Tree Root Pruning. Tree Grate Removal and the Install Porous Pave Services for the premises known as the MADISON of which the VILLAGE OF FOREST PARK THE undersigned, for and in consideration of FIFTY SIX THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/100 -------(\$56,250.00) 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 labor services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, including extras.* August 29, 2024 EMERALD SITE SERVICES, LLC Exact copy should be made and retained. W. Lincoln Highway, Frankfort, IL 60449 *EXTRAS INCLUDED BUT ARE NOT LIMITED TO CHANGE JOHN DONAHUE, PRINCIPAL ORDERS, BOTH ORAL AND WRITTEN, TO THE CONTRACT. **CONTRACTOR'S AFFIDAVIT** STATE OF ILLINOIS, }SS **COUNTY OF WILL** TO WHOM IT MAY CONCERN: THE undersigned, JOHN DONAHUE, being duly sworn, deposes and says that he/she is PRINCIPAL of EMERALD SITE SERVICES, LLC., who is the contractor furnishing <u>Tree Root Pruning</u>, <u>Tree Grate Removal and the Install Porous Pave Services</u> located at 517 Des Plaines Avenue, Forest Park, IL 60130 owned by VILLAGE OF FOREST PARK. That the total amount of the contract including extras* is \$\sum_{556,250.00}\$------ on which he/she has received payment of \$\sum_{0.00}\$ 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 of all parties who have furnished material or labor,

s and specification:				
What for	Contract \$	Amt. Paid	Payment	Bal. Due
Tree Root Pruning, Tree	\$56,250.00	\$ 0.00	\$56,250.00	\$0.00
Grate Removal & Install of Porous Pave.				
	What for Tree Root Pruning, Tree Grate Removal & Install	What for Contract \$ Tree Root Pruning, Tree \$56,250.00 Grate Removal & Install	What for Contract \$ Amt. Paid	What for Contract \$ Amt. Paid Payment Tree Root Pruning, Tree \$56,250.00 \$ 0.00 \$56,250.00 Grate Removal & Install \$ 0.00 \$ 0.00 \$ 0.00 \$ 0.00

or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for material entering the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required

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 or to be done upon or in connection with said work other than above stated to this date.

\$56,250.00

\$56,250.00

TOTAL LABOR & MATERIAL INCLUCING EXTRAS* TO COMPLETE

to be done upon or in connection with said work other than above stated to this date.
4
Signature:
JOHN DONAHUE, PRINCIPAL
day of August, 2024
OFFICIAL SEAL , /
IRMA LAURA GUERRERO
NOTARY PUBLIC, STATE OF ILLINOIS Jana Juento
VVIII CARINITY - S
ATY CONTAINS SION EXPIRES 05/09/2025 Palic
2011/1010/1019/1019/1019/1019/1019/1019/

EMERALD SITE SERVICES, LLC

NAME OF CONTRACTOR	OR SUBCONTRACTOR	R 🗹										ADDRESS	8223 W I	Linco	ln Highwa	y FRANK	KFORT ILL	INOIS 604	23			
	EMERALD S	SITE S	SERVICES LLC																			
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EMERALD SITE SERVICES, LLC

NAME OF CONTRACTOR	OR SUBCONTRACTOR 🗹									ADDI	RESS	8223 W L	incoln	Hlghwa	y FRAN	KFORT ILL	INOIS 604	123			
	EMERALD SITE :									_											
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EMERALD SITE SERVICES, LLC

DAY AND DATE DEDUCTIONS NET NET Sun Mon Tue Wed The Fri Sat Final Sun Mon For Mon For	NAME OF CONTRACTOR	OR SUBCONTRACTOR			ADDRESS	8223 W L	incoln Highwa	ay FRANI	KFORT ILI	INOIS 604	123			
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EMERALD SITE SERVICES, LLC

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EMERALD SITE SERVICES, LLC

NAME OF CONTRACTOR	OR SUBCONTRACTOR]								ADE	DRESS	8223 W L	incoln HI	ghwa	y FRANK	FORT ILL	INOIS 604	423		1	
	EMERALD SITE	SERVICES LLC																			
PAYROLL NO.	FOR WEEK ENDING 08/24/2024				Vi	PROJECT AND LOCATION Village of Forest Park VILLAGE OF FOREST PARK, FOREST PARK ILLINOIS 60130 C240083.00000															
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Tina	a Sorensen	OFFICE	MANAGER	
(Name of	Signatory Party)		(Title)	
o hereby state:				
hat I pay or supervise t	the payment of the pers	ons employed by		
	EMERALD SIT	TE SERVICES LLC		on th
		Subcontractor)		
OF FOREST PAR	K, FOREST PARK I	ILLINOIS; that during the payrol	period comme	encing on th
(Building	g or Work)			
18 day of	08 2024	and ending the 24 day of _	08	2024
nat any payrolls other prect and complete; ss than the applicab entract; and that the	erwise under this cont that the wage rates ale wage rates contain	tract required to be submitted for laborers or mechanics of ined in any wage determinal in therein for each laborer or mechanics	contained ther ion incorporat	ein are no ed into th
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THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBGONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 18 AND SE

Totals for Project	C240083 - Village of F	Forest Park	
Project Gross	12919.05	SDI / SUI	0.00
Total Gross	12919.11	Total Local Tax	7.98
Federal Tax	725.31	Total Other Dedns	277.54
FICA	975.77	Total Deductions	2556.34
State Tax	569.74	Total Fringe	0.00
		Net Pay	10362.77

RESOLUTION NO. R-_____ -24

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN APPLICATION FOR AN ILLINOIS TRANSPORTATION ENHANCEMENT PROGRAM ("ITEP") GRANT FOR THE FOREST PARK HARRISON STREET STREETSCAPE PROJECT (Hannah Avenue to Harlem Avenue)

WHEREAS, the State of Illinois (the "State"), through its Illinois Transportation Enhancement Program ("ITEP"), is accepting applications from municipalities to provide partial funding for community-based projects that expand and enhance the transportation experience

WHEREAS, an ITEP grant reimburses municipalities for a portion of the cost of preliminary engineering, construction engineering, and construction costs for an eligible project; and

WHEREAS, municipalities receiving an ITEP grant are responsible for the local match for the balance of the costs for an eligible project; and

WHEREAS, the Village of Forest Park (the "Village") wishes to make application to ITEP for the Harrison Street Streetscape Project (the "Project"), with a total Project budget cost of Four Hundred Seventy-Three Thousand Eight Hundred Sixty Dollars (\$473,860.00), which Project is eligible for partial funding under ITEP, a copy of which grant application is attached hereto as Exhibit "A" and made a part hereof ("Grant"); and

WHEREAS, the Village deems it advisable, necessary and in the public interest that the Village apply for the ITEP Grant for the Project and to provide for the local match payment obligation.

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

- <u>Section 1</u>. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.
- Section 2. The corporate authorities hereby approve the preparation and filing of an application for an ITEP Grant for the Project.
- Section 3. The Mayor be and is hereby authorized and directed to execute and the Village Clerk is hereby authorized and directed to attest on behalf of the Village the application for the Grant and any accompanying documentation, make all required submissions, and do all

and infrastructure; and

things necessary to make the application for the ITEP Grant for the Project in the amount of Two Million Nine Hundred Ninety-One Thousand Nine Hundred Eighty-Eight Dollars (\$2,991,988.00).

Section 4. The Village does hereby commit to fund the Village's anticipated share of the Project costs, if the Village's application for an ITEP Grant is approved, equal to the local matching budget fund of Eight Hundred Fifty-Nine Thousand Three Hundred Seventy-Two Dollars (\$859,372.00), or such other amount as shall be determined by future agreement with the State, for all remaining and ineligible costs associated with the Project, pending approval of this ITEP Grant.

<u>Section 5</u>. This Resolution shall be in full force and effect upon its passage and approval in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 23rd day of September, 2024.

TILES.	
NAYS:	
ABSENT:	
APPROVED by me this 23 rd day of S	september, 2024.
	Rory E. Hoskins, Mayor
ATTESTED and filed in my office,	
And published in pamphlet form	
This day of September, 2024.	
v -	
Vanessa Belmonte Clerk	

AVFS.

EXHIBIT "A"

2024 FOREST HARRISON STREET STREETSCAPE ITEP GRANT APPLICATION

ORDINANCE NO. O-_____- 24

AN ORDINANCE AMENDING CHAPTER 6, ENTITLED "SAFETY AND TRAFFIC CONTROL COMMISSION," OF TITLE 2, ENTITLED "BOARDS AND COMMISSIONS," OF THE MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK

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

Section 1. Chapter 6, entitled "Safety and Traffic Control Commission," of Title 2, entitled "Boards and Commissions," of the Code of the Village of Forest Park ("Code") is hereby amended as follows:

CHAPTER 6 SAFETY AND TRAFFIC CONTROL COMMISSION

2-6-1: COMMISSION CREATED; MEMBERS:

There is hereby created for the village a safety and traffic control commission, which shall consist of seven (7) members who shall be residents of the village and serve for a period of four (4) years, and who shall be appointed by the mayor, by and with the consent of the village council, to serve without compensation.

The Commissioner of Streets and Public Improvements shall be an ex-officio liaison member to the Safety and Traffic Commission, who shall serve as a non-voting member for advisory, policy, and information purposes to facilitate collaboration. The Village Administrator may provide for such staff assistance as the Safety and Traffic Commission may require.

2-6-2: DUTIES:

It shall be the duty of the safety and traffic control commission, when requested by the village council, to recommend rules and regulations concerning, affecting or relating to the operations of motor and other vehicles on the public highways and elsewhere in the village, and licensing thereof; the rights and duties of drivers thereof, and of pedestrians; and the permissible size and lead of vehicles; location and operation of traffic and other signs and signals on streets and highways; safety zones in certain streets and all other matters pertaining to such objects. The Safety and Traffic Commission shall submit recommendations to the Village Council for official action. Such recommendations may include public input on traffic conditions on Village streets and promoting educational activities related to traffic, pedestrian, and bike safety.

The Commission shall follow the policies established by the Mayor and Village Council in carrying out the above-prescribed duties and responsibilities.

Section 2. The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and can be changed to "Section," "Article," Chapter" or some other appropriate word or phrase to accomplish codification, and typographical errors can be corrected with the authorization of the Village Attorney, or his or her designee.

Section 3. All parts of the Village Code in conflict with the terms or provisions of this Ordinance shall be and the same are hereby amended or repealed to the extent of such conflict, and said Village Code and all other existing ordinances shall otherwise remain in full force and effect.

Section 4. If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Section 5.	This Ordinance shall	be in full force and effect upon its passage, approva
and publication in pa	mphlet form as provid	ed by law.
PASSED by	the Council of the Vil	lage of Forest Park, Cook County, Illinois this
day of August, 2024.		
ABSENT:	by me this day	
ATTESTED and filed and published in pamthis day of A	phlet form	Rory E. Hoskins, Mayor
Vanessa Belmonte, C	Clerk	

VILLAGE OF



SMALL TOWN CHARM

To: The Honorable Commissioners

Rory E. Hoskins

MAYOR

Date: September 13, 2024

517 DESPLAINES AVENUE FOREST PARK, IL 60130

PH: 708-366-2323 FAX: 708-488-0361

www.forestpark.net

Dear Commissioners.

I am seeking your support in the appointment of the following candidate to fill vacancies in their corresponding boards and commissions. Applications for the initial appointment are attached for your review.

Maria Maxham

COMMISSIONER
ACCOUNTS & FINANCE

Appointment:

Ryan Nero Stanley Brow

Stanley Brown Safety & Traffic (expires 04/30/2028)

COMMISSIONER
PUBLIC HEALTH & SAFETY

Michelle Melin-Rogovin
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd

COMMISSIONER
PUBLIC PROPERTY

Rachell Entler
VILLAGE ADMINISTRATOR

Vanessa Belmonte

Vanessa Belmonte

Village Clerk

Your favorable support would be appreciated,

Mayor Hoskins

RH/mr

		1. NAME OF	BOARD/0	COMMISSION F	OR WHI	CH YOU	ARE APPLYING	3
RESUM BOARD/COMMISS		Sa		+ Tra				
2. PRINT NAME STANLEY J. BR		3. Female	Male					
				American Inc	dian or a	Alaskan I	Native. A pe	rson
4. RESIDENCE ADDRESS (Street, City,	4. RESIDENCE ADDRESS (Street, City, State, 21r Code)		_	having origins in any of the original peoples North America and who maintain cultural identification through tribal affiliation or com		of munity.		
5. E-MAIL ADDRESS(S)	-		Asian or Pac origins in any	ific Isla of the o	nder. A j riginal pe	person having oples of the F	ar	
6. SOCIAL SECURITY NUMBER	7. DRIVER'S LICENSE NUMBER			East, Souther the Pacific Isl example, Chir Islands, and	ast Asia, ands. T na, Japa	the India his area	nn subcontiner includes, for	nt, or
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8. TELEPHONE NUMBER	9. COUNTY OF RESIDENCE			Spanish or H Puerto Rican,	ispanic	. A perso	on of Mexican	
HOME: BUSINESS:	Cook			or other Span race.				
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Chicago				Other:	I UIC IVIA	IGIG LOS		
12 Have you ever been convict	ed of any criminal offense (s) in Yes ☆ No <i>If yes, attach exp</i>	Illinois, or in a	another	state, or in date and pla	federa ce of c	l court (onvictio	other than on (s) and th	ne
13. EDUCATION						CRADI	IATED?	
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TYPE OF CURRICULUM		TYPE OF DEGR	EE GRAN	ITED	DATE (DEGREE	SSUED	

Tune of Linears		Qualifications, if Yes please complete bel-			10	
Type of Licensure	- 1	License Number	Date	of Licensure	State of Licensure	e Current?
						☐Yes ☐No
	1					☐Yes ☐No
						☐Yes ☐No
15. PROFESSIONAL EXPERIEN	ICE - Time n	nust be accounted for from graduation to s	resent.		wa .	
DATE From To		EMPLOYER NAME AND ADDR		D	ESCRIPTION OF EXPER	RIENCE
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16. PROFESSIONAL ASSOCIAT FORMER BOARD BLACK ALUMN 17. HONORS/PUBLICATIONS/OT	». (u	of I) Scholarship	MENTAL T	EALTH COU CE (Syr.	MOL (28	(ns)
or agency which m Village of Forest Pa to, employment red	o all asp aintains ark, III., d ords, cr	ects of my qualifications a records relating to me to peconducting such an investigedit records, and criminal liability incurred as a result Signature Date Submitted	nd backgrour provide these gation. This history record t of providing	nd. I authorize records upon authorization i ls. I release a	request to any a ncludes, but is no ny individual, org	organization, gency of the ot limited

CONFLICT OF INTEREST QUESTIONNAIRE

If answer is "YES" to any of the following, please explain.	YES	NO
 Have you or your company entered into any business or consulting contracts with the Village in the lathree years? If so, list your partners (if any), and identify all Village departments with which you or your company have had a contract in the last three years. 	ast	
2. If you answered "Yes" to question number 1, please list the work performed		
 Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed. 		/
4. Have you ever been arrested or convicted of a felony?		/
5. Are you aware of any investigation of your conduct by any federal, state or local law enforcement agency?		/
6. Have you ever served on a Village Commission or Board?		/
7. If you answered yes to question #6 please list what board and when you served?		
8. Do you have any government-guaranteed loan outstanding?		/
9. Is any member of your immediate family employed by the Village?		1
10. Is there anything in your background, including any investments or real estate holdings, which might create or appear to create any conflict of interest with your appointment?		/
11. Is there anything in your background which, if it were disclosed, might prove to be embarrassing to you or to the Mayor?		/
rint Name of Applicant: STANLEY J. BROWN Date:	6-18-2	24

Print Name of Applicant	STANLEY	J. BROWN	 Date:	6-18-29
Signature of Applicant:		,		

	Authorization for Appointment Credit Report
	rize the Forest Park Police to obtain a credit report on myself through the credit ng agency of its choice.
Signature	
Print Name	STANLEY J. BROWN
Current Add	Iress
City / State	
Date	
, in the second	Appointment Process Statement
	Appointments to Village Boards and Commissions are the privilege of the Mayor with the advice and consent of the Village Council. Completing this application is not a guarantee that you will be appointed. This is just one step in the appointment process.
Signature	
Print Name	
Date	

STANLEY BROWN

PROFESSIONAL SUMMARY

Industrious and driven professional who thrives on creating effective business processes and partnerships, developing close relationships with clients, coaching and mentoring staff, and streamlining procedures.

PROFESSIONAL EXPERIENCE

YWCA Metropolitan Chicago Chicago, IL Business Engagement Specialist Jan 2023 – Current

- Responsible for providing guidance and direction to Workforce Program Participants enrolled in the YWCA Metropolitan Chicago Youth Career Pathways Training Program and design and execute an aggressive job development and work experience strategy that creates pathways to employment...which includes 4 weeks of subsidized employment.
- Work in close collaboration with the Workforce Empowerment Specialist to achieve the goals set out for the participants in the program.
- Use outreach and marketing strategies to effectively develop over 30+ relationships with employers throughout the county to provide employment opportunities for our participants and help them obtain sustainable careers that will provide economic and quality-of-life advancements.
- Maintain close contact with employers and work with the Workforce Empowerment Specialist, post placement, to address any job performance issues that could jeopardize client's continued employment, provide candid and constructive post-placement coaching and job retention services to participants, maintain case files, forms, and make timely data entry in order to track success and areas of challenge
- Engage in outreach meetings such as community events, industry specific associations, and other business / corporate related events to expand business/employer partnerships.

Employment & Employer Services Chicago, IL Career Coach Nov 2020 - Sept 2021

- Responsible for recruiting eligible participants and providing career coaching and training to all participants as well as assisting them with obtaining employment.
- Developed partnerships with churches and other faith-based organizations, in addition to libraries, charitable organizations to reach Returning Citizens, At-Risk Customers, Individuals with Disabilities, Individuals with limited English proficiency, Low-No Income Customers & individuals 18 years & up, to coach and assist them to find employment.
- Work one-on-one to coach, mentor and advocate for assigned participants to support their career development and job placement.
- Matched Transitional Jobs participants with a business partners for 8 weeks of subsidized employment, followed by placement into a permanent job.

• Work closely with Business Services Representatives with follow-up of referred clients.

Nordic Energy Services, LLC. Oakbrook Terrace, IL Director of Operations 2018 - 2019

- Steered the daily operations efforts of the organization overseeing Forecasting, Scheduling, Settlements, Pricing, Gas Storage & Optimization, Credit Monitoring, Renewable Energy Certificates, New Market entry, etc.
- Supplied weekly operational updates to the senior executive team in effort of reinforcing necessary business decisions.
- Interviewed, recommended for hire, and trained personnel for various openings within the company.
- Cultivated relationships with various Gas/Electric/Renewable Energy Suppliers and executed required products needed to meet our state obligations.
- Facilitated on-the-job training for new hires.
- Authored a detailed operation manual for analysts and trained and mentored staff to meet/exceed required expectations.
- Performed quarterly one-on-one meetings with staff to establish and communicate job responsibilities and performance expectations with mutual understanding of desired results.

Nordic Energy Services. LLC. Oakbrook Terrace, IL Manager Electric Operations 2012 - 2017

- Instrumental in the hiring and development of Nordic's Operations team to meet the need of the company's growth from operating in two utilities in one state to over 30+ utilities across 6+ states within a 3 year period of time., while meeting all required deadlines.
- Partnered with various utilities and state regulators to expand our business into their territories.
- Produced an operation manual for analysts and trained and mentored staff to meet/exceed required expectations.
- Performed annual one-on-one meetings with staff to establish and communicate job responsibilities and performance expectations with mutual understanding of desired results.
- Conducted bi-weekly dept mtgs with staff to review short term operational goals & strategies and make required adjustments when needed.

VOLUNTEER HIGHLIGHTS

Served on the Board of Directors of the Chicago Community Mental Health Council for over 20+ years.

Volunteer with Beyond Hunger (Oak Park), whose main goal is to harness the power of communities to end hunger.

Participate in a Men's Group where I research and present various ideas for our group to assist in Humanitarian efforts to help those less fortunate or who have fallen on tough times.

EDUCATION

Chicago State University | B.A Management Information Systems & Marketing University of Illinois | Mechanical Engineering



Weekly senior citizen day Wednesday, November 6, trip 2024

EVENT CONTRACT

ACCOUNT: Howard Mohr Community Center SALES MANAGER: Jenny Grimm

CONTACT: Brenda Powers EMAIL: eventsmortongrove@chwinery.com

ADDRESS: PHONE: 847-461-9991

EMAIL: <u>bpowers@forestpark.net</u>

PHONE: 708-771-7737

EVENT SUMMARY

Name	Date	Time	Areas	Event _{Type}	Guests	Gtd ^E	vent F&B Min
Weekly senior citizenday to	ip112024	/6/11:002:00 am	– pmChardonnay	/Room	25		\$350.00

ESTIMATED BILLING

		Total
Subtotal		\$0.00
Gratuity		\$0.00
State Sales Tax	12.5%	\$0.00
Grand Total		\$0.00
Deposit		\$0.00
Estimated Amount Due		\$0.00

F&B Minimum \$350.00 Total -\$0.00 Met



Weekly senior citizen day Wednesday, November 6, trip 2024

TERMS AND CONDITIONS

ROOM MINIMUM: Room minimum must be reached through the purchase of dining room food and beverage only. Sales tax is applied once the minimum is met. All A/V equipment and linen services are not applied towards room minimum. Room minimum must be reached by the host's bill alone. Any additional purchases, including but not limited to, cash bar or retail purchases, will be paid for on a separate bill which will not apply towards the room minimum.

ROOM & TABLE ARRANGEMENTS: The size of your group will generally determine the most appropriate seating arrangement. We would be happy to discuss specific table configurations in order to provide the best dining experience for your guests. Room and table decorations are welcome with approval from the Event Coordinator in advance to your event. Cooper's Hawk reserves the right to charge for any damages to rooms, tables, linens, and equipment based on cost of damage. Taping, tacking, sticking or gluing on any walls including the wine barrel wall, is strictly prohibited. While it is seldom an issue, management cannot control noise from the restaurant or any adjacent party.

MENU: Event pricing does not include local and/or state sales tax. The charges are added to the final bill. Final menu selections are due 14 days prior to the event. Menu adjustments can be made up to 7 days prior to the event date. If a menu not been selected, Cooper's Hawk reserves the right to choose one for your event.

GUEST COUNT: The final Guest count must be provided no later than SEVEN (7) days prior to the event date. The final event charges must meet the food and beverage minimum and then will be based on the confirmation guest count provided or actual number of attendees at the time of the event, whichever is more. Cooper's Hawk understands guest attendance may vary and will do our best to accommodate up to a maximum of 10% more than the confirmation number provided (this excludes spaces where the maximum capacity for the room has been hit with the final guest count provided).

For restaurant buy-out events only, final Guest count must be provided no later than SEVEN (7) days prior to the event date.

GRATUITY: It is customary to provide gratuity to the service staff. Gratuity is voluntary and at the sole discretion of the customer and is NOT included in the price of this contract. For your convenience, you may indicate the percentage of gratuity you would like added to your check within this contract. At the conclusion of your event, based upon your dining experience, you can adjust the amount of gratuity on your final bill. If you prefer not to select gratuity prior to the date of your event, select "Other" and enter zero. Please see the payment link included in your Event Proposal.

BILLING: A finalized bill will be presented on the day of the event after services rendered. All food and beverage purchases will be reflected on one bill. The bill will reflect confirmed guest count, room minimum requirements, linen or A/V equipment rentals, tax, and deposit, if applicable. Payment can be made with cash or credit card and must be finalized on the day of the event.

CREDIT CARDS, PAYMENTS AND DEPOSITS

A signed contract and validated credit card are required to confirm a private event booking. Total payment including local and/or state tax must be paid in full no later than by the conclusion of the event.

For contracted events with a food and beverage minimum of \$5,000 or more, 50% of the food and beverage minimum is due as a deposit at the time of booking along with a signed contract to officially confirm the private event. The remaining 50% of the food and beverage minimum is due 14 days prior to the event date. Deposits will be applied to the total charge at the end of the event. Deposits may be paid by cash or credit card. Personal and business checks are not accepted.

CANCELLATIONS If cancelling event, the applicable amount below is due and will be charged to the card on file unless other form of payment is provided. Cooper's Hawk requires a credit card on file for all booked events. Cancellation fees are not refundable or transferable.

- · Cancellation with 0 48 hours of event date and time = 100% of the food and beverage minimum is due
- · Cancellation within 3 7 days of event date = 75% of the food and beverage minimum is due
- · Cancellation within 8 14 days of event date = 50% of the food and beverage minimum is due
- · Cancellation within 15 30 days of the event date = 25% of the food and beverage minimum is due
- · No cancellation charges with notice of 31 days or more *Excluding private events with a food and beverage minimum of \$5,000 or more with non-refundable deposits.

COVID-19: Your health and safety, as well as the health and safety of your Guests, our staff and onsite management, is of the utmost importance to us and we appreciate your cooperation in diligently following all guidelines according to local government, CDC, and board of health regulations. With this in mind, we ask that you and your Guests adhere to the following during your private event:

· No one including the Host of the event or Guests of the event experiencing symptoms, having a temperature, or having been exposed to COVID-19 within 14 days of the date will attend the event.

ADDITIONAL TERMS & CONDITIONS: Cooper's Hawk reserves the right to refuse liquor service to any guest who shows signs of intoxication based on our educated judgment. All events must begin promptly at scheduled times. All terms and pricing are subject to change without notice.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS CONTRACT AND ACCEPTS THIS CONTRACT WITH ALL STIPULATIONS AND AGREES TO COMPLY WITH THE SAME.

Gratuity

Gratuity is at the discretion of our Guests. Gratuity may be pre-selected here and will appear in the final total.

Weekly senior citizen day trip

18%
20%
22%
Other

Client Signature



Weekly senior citizen day trip

Wednesday, November 6, 2024

CREDIT CARD AUTHORIZATION

ACCOUNT: Howard Mohr Community Center SALES MANAGER: Jenny Grimm

CONTACT: Brenda Powers EMAIL: eventsmortongrove@chwinery.com

ADDRESS: PHONE: 847-461-9991

EMAIL: bpowers@forestpark.net PHONE: 708-

771-7737

A signed contract and validated credit card are required to officially book a private event. For contracted events with a food and beverage minimum of \$5,000 or more, 50% of the food and beverage minimum is due as a deposit at the time of booking along with a signed contract to officially book the private event. The remaining 50% of the food and beverage minimum is due 14 days prior to the event date. Deposits will be applied to the total charge at the end of the event. Total payment including local and/or state tax must be paid in full no later than by the conclusion of the event in person or to the card on file.

Credit Card Authorization Form

Credit Card Type:				
Name on Credit Card:				
Credit Card Number:	Security Code:			
Expiration Date:				
Credit Card Billing Address:				
I understand that by signing this Credit Card Authorization form that this credit card will be charged in accordance with our terms.				
Cardholder's Signature:				
Print Name:				
Date:				

ROOM MINIMUM: Room minimum must be reached through the purchase of dining room food and beverage only. Sales tax is applied once the minimum is met. All A/V equipment and linen services are not applied towards room minimum. Room minimum must be reached by the host's bill alone. Any additional purchases, including but not limited to, cash bar or retail purchases, will be paid for on a separate bill which will not apply towards the room minimum.

ROOM & TABLE ARRANGEMENTS: The size of your group will generally determine the most appropriate seating arrangement. We would be happy to discuss specific table configurations in order to provide the best dining experience for your guests. Room and table decorations are welcome with approval from the Event Coordinator in advance to your event. Cooper's Hawk reserves the right to charge for any damages to rooms, tables, linens, and equipment based on cost of damage. Taping, tacking, sticking or gluing on any walls including the wine barrel wall, is strictly prohibited. While it is seldom an issue, management cannot control noise from the restaurant or any adjacent party.

MENU: Event pricing does not include local and/or state sales tax. The charges are added to the final bill. Final menu selections are due 14 days prior to the event. Menu adjustments can be made up to 7 days prior to the event date. If a menu not been selected, Cooper's Hawk reserves the right to choose one for your event.

GUEST COUNT: The final Guest count must be provided no later than SEVEN (7) days prior to the event date. The final event charges must meet the food and beverage minimum and then will be based on the confirmation guest count provided or actual number of attendees at the time of the event, whichever is more. Cooper's

Hawk understands guest attendance may vary and will do our best to accommodate up to a maximum of 10% more than the confirmation number provided (this excludes spaces where the maximum capacity for the room has been hit with the final guest count provided).

For restaurant buy-out events only, final Guest count must be provided no later than SEVEN (7) days prior to the event date.

GRATUITY: It is customary to provide gratuity to the service staff. Gratuity is voluntary and at the sole discretion of the customer and is NOT included in the price of this contract. For your convenience, you may indicate the percentage of gratuity you would like added to your check within this contract. At the conclusion of your event, based upon your dining experience, you can adjust the amount of gratuity on your final bill. If you prefer not to select gratuity prior to the date of your event, select "Other" and enter zero. Please see the payment link included in your Event Proposal.

BILLING: A finalized bill will be presented on the day of the event after services rendered. All food and beverage purchases will be reflected on one bill. The bill will reflect confirmed guest count, room minimum requirements, linen or A/V equipment rentals, tax, and deposit, if applicable. Payment can be made with cash or credit card and must be finalized on the day of the event.

CREDIT CARDS, PAYMENTS AND DEPOSITS

A signed contract and validated credit card are required to confirm a private event booking. Total payment including local and/or state tax must be paid in full no later than by the conclusion of the event.

For contracted events with a food and beverage minimum of \$5,000 or more, 50% of the food and beverage minimum is due as a deposit at the time of booking along with a signed contract to officially confirm the private event. The remaining 50% of the food and beverage minimum is due 14 days prior to the event date. Deposits will be applied to the total charge at the end of the event. Deposits may be paid by cash or credit card. Personal and business checks are not accepted.

CANCELLATIONS If cancelling event, the applicable amount below is due and will be charged to the card on file unless other form of payment is provided. Cooper's Hawk requires a credit card on file for all booked events. Cancellation fees are not refundable or transferable.

- · Cancellation with 0 48 hours of event date and time = 100% of the food and beverage minimum is due
- · Cancellation within 3 7 days of event date = 75% of the food and beverage minimum is due
- · Cancellation within 8 14 days of event date = 50% of the food and beverage minimum is due
- · Cancellation within 15 30 days of the event date = 25% of the food and beverage minimum is due
- · No cancellation charges with notice of 31 days or more *Excluding private events with a food and beverage minimum of \$5,000 or more with non-refundable deposits.

COVID-19: Your health and safety, as well as the health and safety of your Guests, our staff and onsite management, is of the utmost importance to us and we appreciate your cooperation in diligently following all guidelines according to local government, CDC, and board of health regulations. With this in mind, we ask that you and your Guests adhere to the following during your private event:

· No one including the Host of the event or Guests of the event experiencing symptoms, having a temperature, or having been exposed to COVID-19 within 14 days of the date will attend the event.

ADDITIONAL TERMS & CONDITIONS: Cooper's Hawk reserves the right to refuse liquor service to any guest who shows signs of intoxication based on our educated judgment. All events must begin promptly at scheduled times. All terms and pricing are subject to change without notice.

THE UNDERSIGNED ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS CONTRACT AND ACCEPTS THIS CONTRACT WITH ALL STIPULATIONS AND AGREES TO COMPLY WITH THE SAME.

ROOM MINIMUM: Room minimum must be reached through the purchase of dining room food and beverage only. Sales tax is applied once the minimum is met. All A/V equipment and linen services are not applied towards room minimum. Room minimum must be reached by the host's bill alone. Any additional purchases, including but not limited to, cash bar or retail purchases, will be paid for on a separate bill which will not apply towards the room minimum.

ROOM & TABLE ARRANGEMENTS: The size of your group will generally determine the most appropriate seating arrangement. We would be happy to discuss specific table configurations in order to provide the best dining experience for your guests. Room and table decorations are welcome with approval from the Event Coordinator in advance to your event. Cooper's Hawk reserves the right to charge for any damages to rooms, tables, linens, and equipment based on cost of damage. Taping, tacking, sticking or gluing on any walls including the wine barrel wall, is strictly prohibited. While it is seldom an issue, management cannot control noise from the restaurant or any adjacent party.

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GROUP SALES INVOICE

516 4th Street Wilmette, IL 60091-2829 (847) 920-5360 | FAX 5358 Jen Ruffner, Group Sales Manager Jruffner@MusicTheaterWorks.org

Name Brenda Powers

Company Howard Mohr Community Center

Address 7640 Jackson Boulevard

City State Zip Forest Park, IL 60130

Phone 708-771-7737

<u>bpowers@forestpark.net</u>

PRODUCTION

DATE/TIME

Little Shop of Horrors Wed November 6 @ 2pm

TICKET TYPE	# OF TIC	KETS PRICE	PER TICKET	COST
PREMIER/PLATINUM		24	\$44	\$1,056
GOLD/SILVER		0	\$34	\$0
STUDENT		0	\$20	\$0
СОМР		1	\$0	\$0
\$10 Group Processing Fee				\$10
TOTAL DUE		25		\$1,066

FINAL COUNT AND PAYMENT DUE:

10/16/24



The Salvation Army

DOING THE MOST GOOD

North and Central Illinois Division

Lyndon Buckingham General

August 16, 2024

Evie Diaz Territorial Commander

Jonathan Rich Lt. Colonel Divisional Commander Mr. Rory Hoskins Mayor 517 Des Plaines Avenue Forest Park. IL 60130

Dear Mr. Rory Hoskins,

The world has tough problems: neighborhoods beset by violence and crime, families torn apart by addiction, children living with hunger, neglect or abuse, and people suffering from clinical depression, emotional and spiritual angst. These problems are the toughest of the tough, but The Salvation Army meets them head on, all year round.

We consider it an honor and a privilege to partner with community leaders like yourself to serve the most vulnerable in our neighborhoods.

We are requesting your community's approval to conduct our annual Red Kettle Campaign and our intent to seek permission from private property owners regarding collections of funds in front of their establishments.

RED KETTLE CAMPAIGN: Monday - Saturday, November 1st - December 24th, 2024

Enclosed is a confirmation form. We ask that you take a few minutes to fill it out, specifying any requirements or notes you'd like us to acknowledge. Please scan and email this form back to us, keeping a copy for your records.

For any additional information, please feel free to call Sara Ruthberg at: email <u>sara.ruthberg@usc.salvationarmy.org</u>. We look forward to hearing from you. Thank you.

Sincerely,

Sara Ruthberg

Red Kettle Campaign Manager

Ta huthory



CONFIRMATION FORM

Please attach any additional information/requirements as needed

RED KETTLE CAMPAIGN: November 1st - December 24th 2024 (Monday-Saturday)

Permission Granted: (Please circle one)	YES 1	NO
Reason Denied:		
Village/Township Name:		
Name & Title of Official:	Phone #:	
Signature:	400	
Contact Person:	Phone #	
Certificate of Insurance (COI) Required: (Please	circle one) YES	NO
Specific Verbiage Required on COI:		
Fee Required: (Please circle one) YES [Am	nt: \$] NO	
Additional Instructions/Requests:		

Please transmit completed form to: (Email) sara.ruthberg@usc.salvationarmy.org or (Fax) Attn: Sara Ruthberg, Development Department

Proclamation: Disability Employment Awareness Month

WHEREAS, Forest Park, IL affirms the principles of equality and inclusion for people with disabilities as set forth for the State of Illinois and as embodied in the Americans with Disabilities Act, the laws of the State of Illinois and ordinances of Forest Park and Cook County;

WHEREAS, October is National Disability Employment Awareness Month, a time to recognize the value and talent workers with disabilities add to America's workplaces and economy;

WHEREAS, individuals with disabilities deserve to have access to good jobs, every month of the year;

WHEREAS, numerous advocacy organizations in Illinois, including Progress Center for Independent Living, work with consumers in the community to empower them to pursue employment opportunities;

NOW THEREFORE, Mayor Rory Hoskins does hereby declare the month of October 2024 National Disability Employment Awareness Month.

SIGNED