

Village of Forest Park, Illinois
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-366-2323
Fax: 708-488-0361
Web: www.forestpark.net
Regular Village Council Meeting Agenda
Monday, August 9, 2021 – 7:00 p.m.

Meeting will be conducted In-Person and Via Zoom

You may listen to the meeting by participating in a Zoom conference call as follows:
Dial-In Number: 312-626-6799; Meeting ID: 897 3751 2082; Passcode: 540718 or by clicking here:
<https://us02web.zoom.us/j/89737512082?pwd=VzlBTWVSbnprV2tJdHZ0SzBxZUtJZz09>

Public Comments are required to be submitted to the Village Clerk in advance of the meeting:
In-Person Comments: Complete and submit Speaker Sign-In Form to Village Clerk prior to 7:00 p.m.
E-mail Comments: E-mail required to be sent to Village Clerk (vmoritz@forestpark.net) prior to 6:30 p.m.

1. PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. APPROVAL OF MINUTES
 - a. July 26, 2021 FY 22 Appropriation Ordinance Public Hearing
 - b. July 26, 2021 Village Council Meeting
 - c. July 26, 2021 Executive Session Meeting
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
 - a. Consideration of a Resolution Approving Payment of Bills
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Consideration of an Ordinance Amending the Hours of Sale and Delivery of Alcoholic Liquor in Liquor Licensed Establishments in the Village of Forest Park, Illinois
 - b. Consideration of a Resolution Approving and Ratifying the Execution of Change Order Number 4 to the Contract with KLF Enterprises, Inc. for the Altenheim Buildings Demolition Project (Removal of Underground Storage Tank)
 - c. Consideration of a Resolution to Approve and Authorize the Execution of a Professional Engineering Services Proposal By and Between Christopher B. Burke Engineering, LTD. and the Village of Forest Park for the 14th Street Resurfacing Project
 - d. Consideration of a Resolution Authorizing the Award of the Contract for the 14th Street Resurfacing CDBG Project for the Village of Forest Park
 - e. Consideration of a Resolution Authorizing the Execution of Pay Request 2 for the Altenheim Demolition Project to KLF Enterprises
 - f. Consideration of banner request from School District 91 announcing their August 17 Back-to-School event as well as August 24 First Day of School
 - g. Consideration of fundraising request by Knights of Columbus

- h. Consideration of fundraising request by the Salvation Army
- i. Consideration of a Resolution Approving the Execution of a Professional Services Agreement for Music Entertainment Management and Logistical Supervision for Live Entertainment for RibFest Between Entertainment Management Group and the Village of Forest Park
- j. Consideration of an Ordinance Amending Article A, Entitled “Purchasing,” of Chapter 8, “Municipal Finances,” of Title 1, Entitled “Administration,” of the Municipal Code of the Village of Forest Park, Illinois (Quality Based Selection Process)
- k. Consideration of an Ordinance Fixing the Salaries for the Officials and Employees of the Village of Forest Park From and After May 1, 2021
- l. Consideration of a motion to confirm Mayor’s appointment of Ms. Eboni A. Murray to the Library Board

10. ADMINISTRATOR’S REPORT

11. COMMISSIONER REPORTS

12. ADJOURNMENT

JULY 26, 2021
PUBLIC HEARING
THE ANNUAL APPROPRIATION ORDINANCE OF THE
VILLAGE OF FOREST PARK FOR THE
FISCAL YEAR BEGINNING MAY 1, 2021 AND
ENDING APRIL 30, 2022

The Village Council of the Village of Forest Park, Cook County, Illinois, convened at 6:45 PM on Monday, July 26, 2021, to receive public comment on the proposed Appropriation Ordinance, appropriating the amounts of money, or as much thereof as may be allowed by law, for the several municipal projects and purposes for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call.

PUBLIC COMMENT

None

ADJOURNMENT

There being no further public comment, Mayor Hoskins called for a motion to adjourn the Public Hearing concerning the Appropriation Ordinance for Fiscal Year May 1, 2021 to April 30, 2022.

Commissioner Nero motioned to adjourn the public hearing and Commissioner Byrnes seconded the motion.

AYES: Commissioners, Byrnes, Maxham, Nero, Voogd and Mayor Hoskins

NAYS: None

ABSENT: None

The motion carried unanimously. The Hearing adjourned at 6:48 PM.

Respectfully submitted,

Vanessa Moritz, Village Clerk

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, JULY 26, 2021**

Mayor Hoskins led all assembled in the Pledge of Allegiance at 7:17 p.m.

ROLL CALL

Commissioners Byrnes, Maxham, Nero, Voogd and Mayor Hoskins answered the Roll Call.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the minutes from the July 12, 2021, Regular Meeting of the Village Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Maxham

The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Minutes from the July 12, 2021 Closed Session meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

ROLL CALL:

AYES: Commissioners Byrnes, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSTAIN: Commissioner Maxham

The motion carried.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Minutes from the July 16, 2021, Special meeting of the Council be approved without reading as each member has received a copy thereof and found same to be correct.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

PUBLIC COMMENT

Dr. Beatrix Budy submitted written public comment requesting that the village enforce village code section 5-2-4 – Offensive Nuisances, specifically at the Crystal Car Wash as the noise emitted there is in violation of said code.

Mr. Joseph Sullivan stated that it was his understanding that the Village Council was going to revisit the liquor serving hours for A1 license holders at this meeting and asked the elected officials to comment on what will happen and what the liquor license holders can expect on an ongoing basis and for the parade on September 18th.

COMMUNICATIONS:

None

DEPARTMENT REPORTS:

The Fire Department submitted its June 2021 report and the Police Department submitted its May-June report.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Nero that the Resolution for the payment of bills be adopted. The bills totaled \$1,045,922.59.

**R-59-21
APPROVAL OF BILLS IN
THE AMOUNT OF
\$1,045,922.59
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Appropriation Ordinance of the Village of Forest Park, Cook County, Illinois for the Fiscal Year beginning May 1, 2021, and ending April 30, 2022, be adopted.

**O-22-21
ANNUAL APPROPRIATION
ORDINANCE
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the waiver of the hiring freeze for IMRF Employees regarding the hiring of two (2) Public Works Department employees be adopted. It was discussed that the two hires are to fill vacancies due to retirements.

**R-60-21
RESOLUTION WAIVING
IMRF HIRING FREEZE
REGARDING TWO PUBLIC
WORKS EMPLOYEES
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Voogd and seconded by Commissioner Nero that the Ordinance authorizing the purchase of one fully equipped 2022 International HV 504 Heavy Duty Plow Truck with Buildout be adopted.

**O-23-21
ORDINANCE TO
PURCHASE NEW PUBLIC
WORKS HEAVY DUTY
PLOW TRUCK
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

It was moved by Commissioner Nero and seconded by Commissioner Maxham that the Resolution approving the execution of a Stage Contract for Ribfest between American Mobile Staging, Inc. and the Village of Forest Park be adopted. It was noted that Ribfest is on September 11th and there will be an event to honor the lives lost on September 11, 2001.

**R-61-21
RESOLUTION APPROVING
RIBFEST STAGE
CONTRACT
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-62-21
RESOLUTION APPROVING
SOUND AND LIGHTING
CONTRACT FOR RIBFEST
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Byrnes that the Resolution approving the execution of a Sound and Lighting Equipment contract for Ribfest between Sound Works Productions, Inc. and the Village of Forest Park be adopted.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**R-63-21
RESOLUTION APPROVING
FINAL PAY REQUEST FOR
2020 CIRCLE AVENUE
SEWER SEPARATION
PROJECT
APPROVED**

It was moved by Commissioner Nero and seconded by Commissioner Voogd that the Resolution authorizing the execution of Pay Request #6 (Final) for the 2020 Circle Avenue Sewer Separation Improvements Project to Swallow Construction Corp. be adopted.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**AGENDA ITEM #8
WITHDRAWN**

Agenda Item #8 was withdrawn for consideration at a later meeting.

**COMMUNITY CENTER
AGREEMENTS RATIFIED
BY MOTION**

It was moved by Commissioner Nero and seconded by Commissioner Byrnes to authorize and ratify the Mayor's signature on agreements with Pottawatomie Community Center and Bottle and Botega LaGrange, associated with Senior Citizen and Community Relations functions organized by the Community Center.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

**HOUSING FORWARD
BANNER REQUEST
APPROVED BY MOTION**

It was moved by Commissioner Voogd and seconded by Commissioner Maxham to approve the request from Housing Forward to display banners promoting their Compete to Defeat Homelessness event.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Nero, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: None

The motion carried unanimously.

ADMINISTRATOR'S REPORT:

Administrator Amidei reported that a change order for the Altenheim project was scheduled to be on tonight's agenda, however it was pulled because the contractor discovered an Underground Storage Tank near the chapel. The additional cost to remove the UST is approximately \$11,500. The village is approximately \$630,000.00 into the project at this point.

COMMISSIONER'S REPORTS:

Commissioner Byrnes reported that in response to the issues at the Car Wash, he is definitely looking at different ways to address the noise. He is working on potentially having the owner do something to block the noise and to shut down the vacuums along the alley at 6:00 p.m. The commissioner further stated that he is hoping the village can get something worked out for the bar hours before the next meeting.

Commissioner Maxham expressed her thanks to the other Commissioners and Mayor for putting their trust in her, adding that serving as Commissioner is an honor to her. The commissioner further vowed to do her very best in the role.

Commissioner Nero stated that he is looking forward to the parade on September 18th at 1:00 p.m. and echoed Commissioner Byrnes' comments regarding resolving the liquor serving hours issue.

Commissioner Voogd thanked Mr. Sullivan for taking the time and sharing his thoughts and concerns. This is a tricky situation which the Commissioners are trying to navigate and are taking seriously. Hopefully there will be a solution considered at the next Village Council meeting on August 9.

Mayor Hoskins congratulated the Park District on the success of the recent No Gloves Softball Tournament, noting that Commissioner Byrnes has been volunteering for the last 28 years, and he and other elected officials helped out this year as well. The Halfway to St. Patrick's Day Parade is being held on September 18, and is being coordinated by the Chamber of Commerce. September will be a big month for Forest Park as the Ribfest is September 11th, The village will do its best to have COVID-19 vaccines available to the public at these events. The mayor further commented about the temporary liquor serving hours, stating that Forest Park is at a crossroads, the issue is complicated and is a repeated strain on our Law Enforcement staff. This weekend the mayor spent time on Madison Street and found it to be much calmer than earlier this year. The police department is working on call count data as well.

ADJOURNMENT

There being no further business to be addressed, Commissioner Nero moved and Commissioner Byrnes seconded to adjourn into closed session to consider the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body. The motion carried unanimously.

Mayor Hoskins declared the meeting adjourned at 7:46 P.M.

Respectfully submitted,

Vanessa Moritz
Village Clerk

RESOLUTION No.

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

Refunds and Allocations	\$ 10,876.25
Public Affairs	\$ 61,191.61
Police Department	\$ 145.40
Community Center	\$ 532.00
Accounts & Finance (Clerks Office)	\$ 383,581.54
Accounts & Finance (Fire Department)	\$ 54,975.50
Department of Health & Safety	\$ 2,877.20
Street Department	\$ 21,870.97
Public Property	\$ 32,530.05
Seizure	\$ 346.74
Federal Customs	\$ 1,809.34
TIF	\$ 3,931.50
VIP	\$ 247.70
Water Department	\$ 17,825.88
TOTAL	\$ 592,741.68

ADOPTED BY THE Council of the Village of Forest Park this 9th Day of August, 2021.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-00-000-2001-002	Sue Faber	08/02/2021	400.00
100-00-000-4111-210	Forest Park Public Library	07/28/2021	10,474.15
100-00-000-4450-126	Melanie Burns	07/27/2021	2.10
Refunds and Allocations			10,876.25



Account Number	Vendor	Invoice Date	Amount
100-10-101-6100-100	Storino Ramello & Durkin	06/30/2021	519.75
100-10-101-6100-100	Storino Ramello & Durkin	06/30/2021	13,442.60
100-10-101-6100-100	Storino Ramello & Durkin	06/30/2021	1,252.92
100-10-101-6100-100	Storino Ramello & Durkin	06/30/2021	559.42
100-10-101-6120-160	Verizon Wireless	07/22/2021	171.57
100-10-101-6120-305	Hospice of Miami County INC	07/26/2021	150.00
100-10-101-6120-305	Westgate Flowers Plants	06/10/2021	50.00
100-10-101-6150-152	Verizon Wireless	07/22/2021	334.68
100-10-101-6150-152	Verizon Wireless	07/22/2021	-300.00
100-10-101-6150-152	Verizon Wireless	07/22/2021	84.92
100-10-101-6150-210	Storino Ramello & Durkin	06/30/2021	1,805.00
100-10-101-6150-220	Shavon Wesley	07/28/2021	453.75
100-10-101-6150-300	West Suburban Cons Dispatch Cent	07/01/2021	42,667.00
Public Affairs			61,191.61



Account Number	Vendor	Invoice Date	Amount
100-12-123-6145-202	Quill	06/30/2021	145.40
	Police Department		145.40



Account Number	Vendor	Invoice Date	Amount
100-15-153-6170-202	Lakeview Bus Lines Inc	07/23/2021	532.00
	Community Center		532.00



Account Number	Vendor	Invoice Date	Amount
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	07/16/2021	126,253.46
100-21-211-5005-002	Guardian - Appleton	07/22/2021	7,970.09
100-21-211-6140-102	FED EX	07/20/2021	28.49
100-21-211-6140-104	Quill	06/30/2021	3.77
100-21-211-6140-104	Quill	07/07/2021	76.18
100-21-211-6140-110	Forest Printing	07/22/2021	210.80
100-21-211-6140-110	Roberta Signs	07/27/2021	245.00
100-21-211-6140-140	Quill	06/30/2021	28.89
100-21-211-6150-150	AT&T	07/19/2021	874.20
100-21-211-6150-150	AT&T	07/25/2021	108.77
100-21-211-6150-150	AT&T	07/25/2021	54.38
100-21-211-6150-150	AT&T	07/25/2021	55.81
100-21-211-6150-150	AT&T	07/19/2021	468.08
100-21-211-6160-001	Mesirow Insurance Services	07/21/2021	170.00
100-21-211-6191-001	POLICE PENSION FUND	07/28/2021	3,524.28
100-21-211-6191-002	Firefighters Pension Fund	07/28/2021	3,837.90
100-22-221-6320-310	KLF Enterprises	07/26/2021	239,671.44
Accounts & Finance (Clerks Office)			383,581.54



Account Number	Vendor	Invoice Date	Amount
100-30-301-6100-170	IL Dept of Healthcare and Family Se	07/28/2021	54,498.22
100-30-301-6140-200	Grainger Inc.	07/19/2021	223.35
100-30-302-6110-150	Verizon Wireless	07/22/2021	153.93
100-30-302-6145-105	William Toth	07/20/2021	100.00
Accounts & Finance (Fire Department)			54,975.50



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Raymond Traynor	07/27/2021	1,755.00
100-40-402-6150-232	B&F Construction Code Service	07/21/2021	225.00
100-40-402-6150-232	B&F Construction Code Service	07/23/2021	434.69
100-40-403-6140-206	Smithereen Pest Mgmt Services	07/21/2021	218.50
100-40-410-6140-100	The Sidwell Company	07/15/2021	100.00
100-40-410-6140-110	Forest Printing	07/26/2021	144.01
Department of Health & Safety			2,877.20



Account Number	Vendor	Invoice Date	Amount
100-50-502-6180-160	Com Ed	06/21/2021	3,800.55
100-50-502-6185-110	Traffic Control & Protection	07/21/2021	363.50
100-50-502-6185-505	West Cook County Solid Waste	06/30/2021	17,706.92
Street Department			21,870.97



Account Number	Vendor	Invoice Date	Amount
100-55-552-6145-100	Red Wing Shoe Store	07/10/2021	220.49
100-55-552-6180-114	Central Sod Farms Inc	07/12/2021	166.00
100-55-552-6180-114	Central Sod Farms Inc	07/12/2021	52.00
100-55-552-6180-114	First Ayd Corp.	07/15/2021	204.15
100-55-553-6180-160	Com Ed	06/24/2021	495.63
100-55-553-6180-160	Com Ed	06/28/2021	312.78
100-55-553-6180-160	Com Ed	06/28/2021	92.56
100-55-553-6180-160	Com Ed	07/28/2021	26.20
100-55-553-6180-160	Com Ed	07/28/2021	26.02
100-55-553-6180-160	Com Ed	07/28/2021	26.03
100-55-553-6180-160	Com Ed	07/28/2021	35.03
100-55-553-6180-160	Com Ed	07/28/2021	151.86
100-55-553-6180-160	Com Ed	07/29/2021	28.64
100-55-553-6180-160	Com Ed	07/29/2021	36.19
100-55-555-6180-100	Comcast	07/08/2021	210.45
100-55-555-6180-100	Quill	06/30/2021	332.41
100-55-555-6180-100	Quill	07/07/2021	66.96
100-55-555-6180-100	Quill	07/07/2021	334.34
100-55-555-6180-110	Comcast	07/12/2021	2.10
100-55-555-6180-110	Comcast	07/13/2021	128.95
100-55-555-6180-140	Comcast	07/07/2021	2.10
100-55-555-6180-140	First Ayd Corp.	07/09/2021	322.70
100-55-555-6180-140	S & S Electric Service Inc	07/19/2021	616.25
100-55-555-6180-150	Tim Stefl Inc.	07/16/2021	154.95
100-55-570-6155-101	Mohr Oil Company	07/19/2021	10,523.65
100-55-570-6155-106	Battery Service Corporation	09/23/2020	-231.90
100-55-570-6155-106	Battery Service Corporation	07/28/2021	579.75
100-55-570-6155-106	CCP INDUSTRIES INC.	07/23/2021	116.22
100-55-570-6155-106	Factory Motor Parts Co	05/25/2021	38.33
100-55-570-6155-106	Factory Motor Parts Co	05/25/2021	72.53
100-55-570-6155-106	Factory Motor Parts Co	05/26/2021	56.44



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-106	Factory Motor Parts Co	05/26/2021	21.71
100-55-570-6155-106	Factory Motor Parts Co	06/01/2021	10.20
100-55-570-6155-106	Factory Motor Parts Co	06/02/2021	119.05
100-55-570-6155-106	Factory Motor Parts Co	06/02/2021	110.64
100-55-570-6155-106	Factory Motor Parts Co	06/03/2021	19.03
100-55-570-6155-106	Factory Motor Parts Co	06/03/2021	80.40
100-55-570-6155-106	Factory Motor Parts Co	06/07/2021	103.90
100-55-570-6155-106	Factory Motor Parts Co	06/07/2021	237.86
100-55-570-6155-106	Factory Motor Parts Co	06/07/2021	38.61
100-55-570-6155-106	Factory Motor Parts Co	06/07/2021	413.92
100-55-570-6155-106	Factory Motor Parts Co	06/17/2021	54.94
100-55-570-6155-106	Factory Motor Parts Co	06/17/2021	32.08
100-55-570-6155-106	Factory Motor Parts Co	06/22/2021	50.92
100-55-570-6155-106	Factory Motor Parts Co	06/22/2021	196.17
100-55-570-6155-106	Factory Motor Parts Co	06/22/2021	220.45
100-55-570-6155-106	Factory Motor Parts Co	06/23/2021	-77.72
100-55-570-6155-106	Factory Motor Parts Co	07/07/2021	178.22
100-55-570-6155-106	Factory Motor Parts Co	07/07/2021	140.29
100-55-570-6155-106	Factory Motor Parts Co	07/08/2021	22.69
100-55-570-6155-106	Factory Motor Parts Co	07/08/2021	185.33
100-55-570-6155-106	Factory Motor Parts Co	07/12/2021	96.80
100-55-570-6155-106	Factory Motor Parts Co	07/14/2021	27.56
100-55-570-6155-106	Standard Equipment Co.	07/19/2021	167.03
100-55-570-6155-106	Wholesale Direct Inc.	07/07/2021	13.43
100-55-570-6155-106	Zeigler Ford North Riverside	07/22/2021	408.78
100-55-570-6155-112	RUSH TRUCK CENTER	06/09/2021	1,694.29
100-55-570-6155-112	Commercial Tire Service	07/14/2021	272.72
100-55-570-6155-112	Certified Fleet Services Inc	07/15/2021	2,950.00
100-55-570-6155-112	Certified Fleet Services Inc	07/15/2021	1,524.84
100-55-570-6155-112	Freeway Ford Sterling Truck	06/30/2021	3,120.87
100-55-570-6155-112	Lindco Equipment Sales Inc.	07/07/2021	1,254.28



Account Number	Vendor	Invoice Date	Amount
100-55-570-6155-112	OEM Air Compressor Corporation	07/21/2021	932.38
100-55-570-6155-112	Service Spring	07/19/2021	158.57
100-55-580-6180-302	Davis Tree Care	07/23/2021	2,550.00
Public Property			32,530.05



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	07/22/2021	212.20
230-00-000-6150-152	Verizon Wireless	07/22/2021	134.54
	Seizure		346.74



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	DELL MARKETING LP	07/28/2021	1,809.34
	Federal Customs		1,809.34



Account Number	Vendor	Invoice Date	Amount
301-00-000-6100-115	Kane McKenna and Assoc	06/30/2021	505.62
301-00-000-6185-700	Irrigation Systems Halloran & Yauc	07/06/2021	712.00
302-00-000-6100-100	Storino Ramello & Durkin	06/30/2021	1,197.00
302-00-000-6100-115	Kane McKenna and Assoc	06/30/2021	505.62
304-00-000-6100-115	Kane McKenna and Assoc	06/30/2021	505.62
309-00-000-6100-115	Kane McKenna and Assoc	06/30/2021	505.64
	TIF		3,931.50



Account Number	Vendor	Invoice Date	Amount
312-00-000-6150-152	Verizon Wireless	07/22/2021	38.01
312-00-000-7000-312	K-Five	07/08/2021	87.60
312-00-000-7000-312	K-Five	07/19/2021	122.09
	VIP		247.70



Account Number	Vendor	Invoice Date	Amount
501-80-800-6110-105	Verizon Wireless	07/22/2021	36.01
501-80-800-6140-110	Forest Printing	07/16/2021	588.88
501-80-800-6150-154	Com Ed	06/28/2021	21.28
501-80-800-6150-154	Com Ed	06/28/2021	64.12
501-80-800-6150-154	Com Ed	06/29/2021	45.24
501-80-800-6150-154	Com Ed	07/13/2021	78.96
501-80-800-6150-156	NICOR	07/06/2021	41.16
501-80-800-6150-156	NICOR	07/06/2021	41.16
501-80-800-6800-150	Illinois EPA	06/28/2021	1,000.00
501-80-800-6800-151	Centurion Plumbing Company	07/12/2021	5,202.27
501-80-800-6800-151	Core & Main LP	07/14/2021	1,590.00
501-80-800-6800-151	Mid American Water	07/07/2021	650.00
501-80-800-6800-151	USA BLUE BOOK	07/09/2021	357.23
501-80-800-6800-153	Comcast	07/06/2021	82.40
501-80-800-6800-153	CDC ENTERPRISES INC	07/06/2021	6,920.20
501-80-800-6150-150	AT&T	07/25/2021	58.36
501-80-800-6800-176	Core & Main LP	07/12/2021	1,048.61
Water Department			17,825.88

ORDINANCE NO. O-_____-21

**AN ORDINANCE AMENDING HOURS OF SALE AND DELIVERY
OF ALCOHOLIC LIQUOR IN LIQUOR LICENSED ESTABLISHMENTS
IN THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, the corporate authorities of the Village of Forest Park (“Village”) are expressly authorized by Section 4-1 of the Illinois Liquor Control Act of 1934 (235 ILCS 5/4-1) to regulate, by general ordinance, the number, kind and classification of liquor licenses within the Village; and

WHEREAS, the corporate authorities of the Village are further authorized to establish regulations and restrictions upon the Village’s local liquor licenses not inconsistent with law as the public health, safety and welfare may require; and

WHEREAS, the corporate authorities of the Village now find it desirable to further amend the hours of operation of liquor licensed establishments in the Village, by amending Title 3, Chapter 3, Section 3-3-9(D)(1)(a) of the Village Code of Ordinances.

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

Section 1. The corporate authorities hereby incorporate the foregoing preamble clauses into this Ordinance.

Section 2. That Title 3, Chapter 3, Section 3-3-9(D)(1)(a) of the Village Code of Ordinances, as amended, is hereby further amended to read as follows:

“D. Closing Hours:

1. General:

a. Except as provided in subsection D2, D3, D4, D5 or D6 of this section, it shall be unlawful to sell, permit to sell, or give away, alcoholic liquor between the hours of one o’clock (1:00) A.M. and seven o’clock (7:00) A.M. on each day, except on any day officially designated for observance of the following holidays: New Year’s Day (January 1), the day after St. Patrick’s

Day (March 18), and Thanksgiving Day, on which days alcoholic liquor may not be sold between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M."

Section 3. The remaining provisions of Section 3-3-9 shall remain in full force and effect and unamended by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be severable, and if any section, phrase, or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of this section's phrases, or provisions.

Section 5. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed solely to the extent of such conflict.

Section 6. This Ordinance shall be in full force and effect from and after its passage, approval and publication in accordance with law.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

**RESOLUTION APPROVING AND RATIFYING THE EXECUTION OF
CHANGE ORDER NO. 4 TO THE CONTRACT WITH KLF ENTERPRISES, INC.
FOR THE ALTENHEIM BUILDINGS DEMOLITION PROJECT**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), previously awarded the contract ("Contract") for the Altenheim Buildings Demolition Project ("Project") to KLF Enterprises, Inc. ("Contractor") for the current Contract Price of Five Hundred Ninety Thousand Three Hundred Forty Dollars (\$590,340.00), which includes Change Orders 1 through 3, inclusive, previously approved by the Village; and

WHEREAS, the Contractor has prepared and submitted, and Christopher B. Burke Engineering, Ltd., Village Engineer, on behalf of the Village, has reviewed and recommended Change Order No. 4 to the Contract, which reflects work in addition to the approved Contract, as amended, specifically underground storage tank removal, to be included in the Project, a copy of which is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Change Order No. 4 to the Contract increases the Contract Price by an additional Twenty-Seven Thousand Two Hundred Fifty-Two (\$11,450.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 4 to the Contract.

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

Section 1. The statements contained in the preambles to this Resolution are found to be true and correct and are hereby incorporated into this Resolution.

Section 2. The Council of the Village hereby approves Change Order No. 4 to the Contract.

Section 3. The Village Administrator be and is hereby authorized and his prior execution thereof of the Change Order is hereby ratified, as attached hereto and made a part hereof as Exhibit A, his execution thereof to constitute conclusive evidence of his approval of the same.

Section 4. The Village officials, officers, employees and agents are hereby authorized and execute all documents, as are necessary to effectuate and carry out Change Order No. 4 to the Contract.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 9th day of August, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2021.

Vanessa Moritz, Clerk

EXHIBIT A

**CHANGE ORDER NO. 4 TO CONTRACT
WITH KLF ENTERPRISES, INC. FOR THE
ALTENHEIM BUILDINGS DEMOLITION PROJECT**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 28, 2021

Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60137

Attention: Moses Amidei
Village Administrator

Subject: Demolition of the Altenheim Buildings D, G, Cafeteria, Chapel & Garage
Village of Forest Park
Change Order #4
(CBBEL Project No. 000023.00092)

Dear Moses:

As requested by the Village, CBBEL solicited a proposal for Underground Storage Tank (UST) Removal at the Altenheim site. The contractor has submitted their proposal for Change Order #4 for the Storage Tank Removal. This work was not part of the original scope of work when the contract was bid or awarded.

The cost associated with the above work is \$11,450.00 and changes to the total contract amount are listed below.

Current Contract Amount	\$590,340.00
Cost of Change Order #4 (UST Removal)	<u>\$ 11,450.00</u>
New Contract Amount	\$601,790.00

It is CBBEL's recommendation that this work be completed at this time and it is germane to the overall project completion. Please execute the attached change order so we can authorize the contractor to complete this work.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'James Amelio', is written over a light blue horizontal line.

James Amelio
Senior Project Manager

Cc: Salvatore Stella, Village of Forest Park
Steve Glinke, Village of Forest Park
Gerry Hennelly, CBBEL

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Village of Forest Park Change Order

Change Order No. : 4

Date : 07/28/2021

Agreement Date : 02/08/2021

Name of Project: Demolition of Altenheim Buildings D, G, Cafeteria, Chapel and Garage

Owner: Village of Forest Park

Contractor: K.L.F. Enterprises, Inc.

CHANGES TO THE CONTRACT DOCUMENTS (Describe and/or attach description/justification)

Removal Of Underground Storage Tanks

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$	546,970.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) =	\$	590,340.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$	11,450.00
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	601,790.00

CHANGE TO CONTRACT TIME

CONTRACT TIME will be (Increased) by calendar days:	<u>45 days</u>
The Date for final completion of all work shall be:	<u>NA</u>

Prepared By CONTRACTOR: K.L.F. Enterprises, Inc. (date) _____

Reviewed By ENGINEER: James Amelio (date) _____

Accepted By OWNER: Village of Forest Park Morand (date) 7-29-2021

*To Be Ratified By Village Council
at their 8-9-21 Meeting
7-29-21*



RW COLLINS Co.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

PROPOSAL

Mr. Pete Lehotan
KLF Enterprises
2044 W. 163rd St.
Markham, IL 60428

January 18, 2021

Job Location: 7824 Madison St., Forest Park

The undersigned proposes to perform the following work:

Remove Underground Storage Tanks (after site demolition by others)

Obtain OSFM Tank Removal Permit.

Notify utility companies to locate underground lines.

Break and remove concrete over tanks, stockpile on site for disposal by others.

Pump and dispose of remaining tank contents per the unit pricing below.

Split top of tanks using excavator, remove solid fill materials and stockpile on site (disposal per unit pricing).

Excavate and remove 2-5,000 gallon underground petroleum tanks.

Open ends of the tanks and clean tank interiors.

Remove all associated underground vent and product piping.

Haul and dispose of steel tanks and piping.

Furnish certificate of tanks destruction.

Backfill excavations with excavated material.

BASE PRICE: \$11,450.00

Additional Unit Costs for Removal and Disposal of Tank Contents

Pump and dispose of liquid as non-hazardous waste

\$.65 per gallon

Transportation & demurrage of pumper truck

\$115.00 per hour (port to port)

Drum and dispose of non-pumpable tank sludge (if required).

\$350.00 per drum

Contaminated Soil/Sand & Backfill Unit Price Schedule:

Obtain Landfill Permit (analytical required by others).

No Fee

Provide equipment and crew to excavate/load soil or tank contents.

\$2,750.00 per day

Haul and dispose of non-hazardous soil at WM Laraway

Landfill, including dumping fees and manifests, based on

landfill's measure of tonnage and waste approval.

\$44.50 per ton

Pricing does not include:

-Village of Forest Park Local permits or registration (cost + 10% if required).

-Pumping or disposal of any contents of tank or piping (see unit pricing).

-Repair of any unmarked underground utilities which may be encountered while excavating.

-Soil testing or reporting to IEPA (by owner's environmental consultant).

-Vibratory roller compaction or compaction testing.

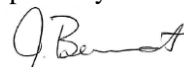
-Notify neighboring property owners prior to excavation (if required by owner).

-Furnish, deliver or install site construction fencing.

-Furnish, deliver or place backfill to replace tank voids (by KLF).

-Hauling or disposal of solid tank fill contents (per unit pricing above).

Respectfully submitted,



Joshua B. Bernat for
R. W. Collins Company

Note: Price quoted is valid for 45 days from date of this proposal.

TERMS AND CONDITIONS

Any alteration or deviation from the specified work, including extra costs, will become an extra charge over and above the sum stated in this contract. After execution of this contract, verbal authorization for R. W. Collins Co. to alter or deviate from the specified work may be given by Client, or by Client's authorized representative. With the sole exception of the additional charge for the alteration or deviation ordered by Client, all other terms and conditions of this contract shall remain in full force and effect unless another written agreement is executed by each of the parties hereto.

This contract is based upon the understanding that normal subsurface conditions surround the tank(s) (i.e. dry sand, dirt, and clay or backfill material), and that the tank(s) contain petroleum or petroleum contaminated media. If non-normal subsurface conditions are encountered at the Property of a natural or man-made nature (for example, but not by way of limitation, non-petroleum contaminated media, high water table, frost, rock strata, unstable subgrade, subsurface concrete, foundations and/or structures) additional labor, materials and equipment beyond those specified can be considered as extra unless otherwise expressly stated in this contract.

R. W. Collins Co. will contact JULIE/DIGGER prior to excavating. Client agrees to forever release, hold harmless, defend and indemnify R. W. Collins Co. and its owners, shareholders, employees and assignees (hereinafter the "R. W. Collins Releases") against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from unknown, unmarked or inaccurately marked utilities or non-normal subsurface conditions at the Property. If repairing, removing, rerouting or replacing any underground and/or overhead utilities or obstructions is necessary or advisable to perform the work specified in this contract, the cost of doing so shall be Client's responsibility.

Client assumes responsibility for accurately determining the size, location and number of all tank(s) at the Property. Client understands and acknowledges that there is a potential risk for a tank's contents to be released into the soil and/or groundwater due to the tank's age and condition and the nature of the removal/drilling process. Releases can occur from both tank(s) which are known to exist and from tank(s) which were not known to exist prior to initiating the removal/drilling process. Client agrees to forever release, hold harmless, defend and indemnify the R. W. Collins Releases against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses arising out of or resulting from the release of the contents of any tank(s) at the Property into the soil and/or groundwater.

Client understands and acknowledges that R. W. Collins Co. does not provide environmental consulting and or lab testing services. Client/owner is obligated to retain a firm which does provide environmental consulting services to, among other matters, respond to any releases from the tank(s) which may occur during the removal/drilling process or which may have occurred during the operational life of the tank(s), and to further provide advice regarding compliance with environmental laws and reimbursement from the Illinois Leaking Underground Storage Tank Fund ("LUST Fund"). Client understands and acknowledges that some or all of R. W. Collins Co. tank removal and/or drilling and/or remediation services may not be reimbursable from the LUST Fund.

Client understands, acknowledges and consents to R.W. Collins use of heavy equipment which may cause damage to the surfacing, grading and/or landscaping at the property. Client understands and acknowledges that even after backfilling, settling may occur in and around the area where the tanks/excavation were formerly located and that the area may not be suitable for building purposes. Client accepts all responsibility for maintenance, repair and safety of site following excavation/drilling. Client realizes the importance of retaining a structural or architectural engineering firm to, among other matters; ensure the specified work conforms to Client's intended use of the Property.



R. W. Collins' sole duty, liability and obligation under this contract is strictly limited to the performance of the specified work regarding the scope of work listed in the contract/proposal.

Client agrees to forever release, hold harmless, defend and indemnify R. W. Collins Co. and its assignees against any and all claims, actions, demands, costs, liabilities, obligations, expenses (including but not limited to attorney fees and court costs) or losses of every kind and nature arising out of or resulting from the performance of any work under the contract.

Payment for work is due within thirty (30) days of the invoice date. Invoices not paid within thirty (30) days are subject to interest at the rate of 1.5% per month (18% per annum), but not to exceed the maximum interest allowed by law. In the event R. W. Collins Co. places Client's account for collection, Client agrees to pay all R. W. Collins Co. fees and expenses (including court costs, witnesses' and attorneys' fees). Client's duty to pay R. W. Collins Co. is not conditioned upon Client's reimbursement from the LUST Fund.

R.W. Collins Co. agrees to carry Workmen's Compensation, Public Liability and Unemployment Compensation insurance upon material, equipment and labor furnished under this contract, as required by the State of Illinois. If required by contract, R. W. Collins Co. will include Owner and others as additional insured with respect to general liability. Client is advised to have Public Liability insurance insuring the Client and Property.

Client represents and warrants that Client is either the owner of the Property or has the written consent of the owner of the Property for R. W. Collins Co. to perform the work specified in this contract. Client represents and warrants that Client has the authority to make this contract legally binding on behalf of the Client and owner of the Property. In the event Client or the owner of the Property defaults on its performance, the signatory of this contract who signs on behalf of the client personally guarantees performance. This contract may be executed and sent via facsimile machine. A signature on a facsimile of the contract shall be deemed an original signature for all purposes and intents. This proposal is voidable by RWC if not executed and delivered to R. W. Collins Co. within forty-five (45) calendar days of the date stated on page 1 of this contract.

Any notices to adjacent property owners as may be required by law will be the responsibility of Owner and/or Client; and, Owner and/or Client agree that in no event, with regard to such notifications, shall R. W. Collins Co. be considered the possessor of the land.

R. W. COLLINS CO. IS HEREBY AUTHORIZED TO FURNISH ALL MATERIALS, EQUIPMENT AND LABOR REQUIRED TO COMPLETE THE WORK MENTIONED IN THE ABOVE PROPOSAL, FOR WHICH THE UNDERSIGNED AGREES TO PAY THE AMOUNT MENTIONED IN SAID PROPOSAL, AND ACCORDING TO THE TERMS THEREOF.

AGREED:

Date: _____, _____

By: _____

Title: _____



RESOLUTION NO. R-_____-21

**A RESOLUTION TO APPROVE AND AUTHORIZE THE EXECUTION
OF A PROFESSIONAL ENGINEERING SERVICES PROPOSAL
BY AND BETWEEN CHRISTOPHER B. BURKE ENGINEERING, LTD.
AND THE VILLAGE OF FOREST PARK
FOR THE 14TH STREET RESURFACING PROJECT**

WHEREAS, the Village of Forest Park ("Village") has received a Community Development Block Grant from the County of Cook ("CDBG Grant") for the award of funds to be used for a portion of the costs associated with the 14th Street Resurfacing Project ("Project"); and

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

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

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

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

Section 2. It is hereby determined that it is advisable, necessary and in the public interest that the Village contract for professional engineering services with Burke to coordinate and implement the Project.

Section 3. That certain "Professional Engineering Services Proposal for Construction Engineering for the 14th Street Resurfacing" between the Village and Burke ("Proposal"), a copy of which is attached hereto marked as Exhibit A, for the Project is hereby approved.

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

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

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 9th day of August, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

**Professional Engineering Services Proposal for
Construction Engineering for the 14th Street Resurfacing**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 2, 2021

Village of Forest Park
517 Desplaines Avenue
Forest Park, IL 60130

Attention: Mr. Moses Amidei, Village Administrator

Subject: Professional Engineering Services Proposal for Construction Engineering for
the 14th Street Resurfacing

Dear Mr. Amidei:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to present this proposal for construction engineering services related to the 14th Street Resurfacing Project in the Village of Forest Park. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the Village would like to resurface 14th Street from Circle Avenue to Harlem Avenue. It is our understanding that the Village will be using local funds to cover Construction Engineering and CDBG funding to cover construction costs.

SCOPE OF WORK

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

Task 1 – Pre-Construction Services

- Attend pre-construction conference and prepare and circulate minutes.
- Review Contractor's construction schedule for compliance with contract documents.
- Attend any public meetings with concerned residents, if requested. Coordinate initial project notices with impacted stakeholders.
- Review preliminary construction layout in the field and identify potential conflicts.

Task 2 – Submittal Review and Technical Design Support

CBBEL will receive, track, review submittals for compliance with the contract documents, return submittals to the contractor, and request a re-submittal if not approved. CBBEL will review the contractor's suggestions for modifications to the drawings and specifications and provide a recommendation to the Village.

Task 3 – Construction Observation

CBBEL will provide one full-time Resident Engineer for the duration of the Project (assumes 20 Working Days). CBBEL would like to use Brad Bahn (Engineer III) as the Resident Engineer if he is available at the time of construction; Mr. Bahn has successfully performed services on many other street programs for the Village of Forest Park.

Construction observation will include the following tasks:

- Observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the Village informed of the progress of the work, guard the Village against defects and deficiencies in the work, advise the Village of all observed deficiencies of the work, and advise when the Village should disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the Village's liaison with the Contractor working principally through the Contractor's field superintendent.
- Assist Contractor in dealing with any outside agencies.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis and compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change orders, and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's daily report book as outlined in the IDOT Project Procedures Guide, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations, as well as general and specific observations and job progress.
- Check the Contractor's layout at regular intervals.
- Prepare payment requisitions and change orders for the Village's approval, review applications for payment with the Contractor for compliance with established procedures for their submission and forward them with recommendations to the Village.
- Except upon written instructions of the Village, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- Schedule Quality Assurance site testing for HMA and PCC materials used on the project.

Task 4 – Post-Construction

- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.

- Coordinate and conduct the final inspection with the Village. Prepare a final punchlist.
- Verify that all the items on the final punchlist have been corrected and make recommendations to the Village concerning acceptance.
- Review construction record drawings for completeness prior to submission to CADD for further processing.
- Provide the Village a set of AutoCAD construction record drawings in a pdf format.

Task 5 – Material Testing (by others)

Material Testing and Inspection will be provided by our subconsultant Testing Service Corporation, Inc. Services will include:

- Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT and promptly submit reports on forms prepared by said Bureau.
- Proportioning and testing of bituminous mixtures (including extracting test) in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research, of IDOT, and promptly submit reports on forms prepared by said Bureau.
- All compaction tests as required by the specifications and report promptly the same on forms prepared by the Bureau of Materials and Physical Research.
- Quality and sieve analyses on local aggregates to see that they comply with the specifications contained in the contract.
- Inspection of all materials and submit inspection reports to the Village in accordance with the policies of IDOT when inspection is not provided at the sources by the Bureau of Materials and Physical Research of IDOT.

ESTIMATE OF FEE

Our Estimate of Fee is \$29,692.00 as shown on the attached exhibit A.

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

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

Sincerely,

Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CBBEL WORK EFFORT
Village of Forest Park

Construction Engineering - 14th Street Resurfacing

	Personnel & Hours		Total Hours	% of Hours	Total Cost
	ENG V	Engineer III			
Rate	\$208.00	\$152.00			
Pre-Construction Services	4	8	12	6.5%	\$ 2,048.00
Submittal Review & Technical Design Support		4	4	2.2%	\$ 608.00
Construction Observation		160	160	87.0%	\$ 24,320.00
Post-Construction		8	8	4.3%	\$ 1,216.00
Subtotal	4	180	184		
% of Hours	2.2%	97.8%			
Total Cost	\$ 832.00	\$ 27,360.00	\$ 28,192.00		\$ 28,192.00
Direct Costs					
Material Testing					\$ 1,500.00
Total Cost					\$ 29,692.00

**Estimated 9/1 Start of Construction. 10/1 Completion*

***Estimated 160 hours / Month*

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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RESOLUTION NO. R-_____ -21

**RESOLUTION AUTHORIZING THE AWARD OF THE
CONTRACT FOR THE 14TH STREET RESURFACING
CDBG PROJECT FOR THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park has advertised for bids for the 14th Street Resurfacing CDBG Project ("Project"); and

WHEREAS, on June 30, 2021 at 10:00 A.M. the bid results were publicly opened, read aloud and the following five (5) bids were received and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd.:

	COMPANY	BID
-	<i>ENGINEER'S ESTIMATE</i>	<i>\$215,035.00</i>
1	Chicagoland Paving Contractors, Inc.	\$170,000.00
2	Lindahl Brothers, Inc.	\$174,066.60
3	M&J Asphalt Paving	\$179,870.00
4	Brothers Asphalt Paving, Inc.	\$189,706.70
5	Schroeder Asphalt Services, Inc.	\$201,162.20

WHEREAS, Chicagoland Paving Contractors, Inc. was the apparent low bidder and provided the correct forms required, including its bid bond and specifications; and

WHEREAS, the bid documents have been reviewed by Christopher B. Burke Engineering, Ltd., the Village Engineers, who have determined Chicagoland Paving Contractors, Inc. to be a responsible bidder and have recommended to the Village Council that the award of the contract for the Project be made to Chicagoland Paving Contractors, Inc. for their bid in the amount of \$170,000.00; and

WHEREAS, the Mayor and Council of the Village of Forest Park have determined that it is in the best interest of the Village to award the contract for the Project be made to the lowest bidder, Chicagoland Paving Contractors, Inc. for their bid in the amount of \$170,000.00; and

WHEREAS, it is necessary that the Mayor of the Village of Forest Park execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract 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 bidder, Chicagoland Paving Contractors, Inc. for their bid in the amount of \$170,000.00.

Section 2. The Mayor and the Village Clerk are hereby authorized and directed to execute and attest, respectively, any and all documents necessary to award the contract for the Project to the lowest bidder, Chicagoland Paving Contractors, Inc., for their bid in the amount of \$170,000.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED by me this 9th day of August, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2021.

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 19, 2021

Village of Forest Park
517 Desplaines Avenue
Forest Park, Illinois 60130

Attention: Moses Amidei – Village Administrator

Subject: 14th Street Resurfacing
Bid Results / Recommendation of Award
CDBG Project Number 2006-086
(CBBEL Project No. 00-23BG098)

Dear Mr. Amidei:

On Wednesday, June 30, 2021 at 10:00 a.m. bids were received at the Village of Forest Park, Village Hall and opened for the 14th Street Resurfacing Project. Five (5) bids were received for this project. The bids have been reviewed and tabulated and are as follows.

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 215,035.00
1	CHICAGOLAND PAVING CONTRACTORS, INC.	\$ 170,000.00
2	LINDAHL BROTHERS, INC.	\$ 174,066.60
3	M&J ASPHALT PAVING	\$ 179,870.00
4	BROTHERS ASPHALT PAVING, INC.	\$ 189,706.70
5	SCHROEDER ASPHALT SERVICES, INC.	\$ 201,162.20

Chicagoland Paving Contractors, Inc. is the low bidder with a Bid of \$170,000.00. We have reviewed their bid document and received Cook County Approval of Award. The Village and CBBEL have worked with Chicagoland Paving Contractors, Inc. previously and they appear qualified to perform this work.

Please note that this project will be receiving \$200,000.00 of funding from CDBG.

Enclosed for your review is the bid tabulation. If you have any further questions, please do not hesitate to contact me.

Sincerely,

James F. Amelio, PE
Senior Project Manager

cc: Sal Stella – Village of Forest Park

Forest Park - 14th Street Resurfacing Project
June 30, 2021
Bid Tabulation

SP	PAY ITEM NUMBER	PAY ITEM NAME	UNIT	TOTAL QUANTITY	ENGINEERS ESTIMATE		Chicagoland Paving Contractors, Inc.		Lindahl Brothers, Inc.		M&J Asphalt Paving		Brothers Asphalt Paving, Inc.		Schroeder Asphalt Services, Inc.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
	20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	40	\$ 100.00	\$ 4,000.00	\$ 55.00	\$ 2,200.00	\$ 50.00	\$ 2,000.00	\$ 50.00	\$ 2,000.00	\$ 60.00	\$ 2,400.00	\$ 55.00	\$ 2,200.00
	20101100	TREE TRUNK PROTECTION	EACH	20	\$ 300.00	\$ 6,000.00	\$ 50.00	\$ 1,000.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00	\$ 135.00	\$ 2,700.00	\$ 165.00	\$ 3,300.00
	20101200	TREE ROOT PRUNING	EACH	30	\$ 125.00	\$ 3,750.00	\$ 105.00	\$ 3,150.00	\$ 95.00	\$ 2,850.00	\$ 100.00	\$ 3,000.00	\$ 105.00	\$ 3,150.00	\$ 105.00	\$ 3,150.00
	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	200	\$ 4.00	\$ 800.00	\$ 7.50	\$ 1,500.00	\$ 12.00	\$ 2,400.00	\$ 20.00	\$ 4,000.00	\$ 13.00	\$ 2,600.00	\$ 13.20	\$ 2,640.00
	25200110	SODDING, SALT TOLERANT	SQ YD	200	\$ 10.00	\$ 2,000.00	\$ 15.00	\$ 3,000.00	\$ 8.00	\$ 1,600.00	\$ 20.00	\$ 4,000.00	\$ 23.00	\$ 4,600.00	\$ 22.00	\$ 4,400.00
	25200200	SUPPLEMENTAL WATERING	UNIT	15	\$ 50.00	\$ 750.00	\$ 1.00	\$ 15.00	\$ 100.00	\$ 1,500.00	\$ 246.00	\$ 3,690.00	\$ 70.00	\$ 1,050.00	\$ 330.00	\$ 4,950.00
	28000510	INLET FILTERS	EACH	20	\$ 200.00	\$ 4,000.00	\$ 135.00	\$ 2,700.00	\$ 210.00	\$ 4,200.00	\$ 125.00	\$ 2,500.00	\$ 140.00	\$ 2,800.00	\$ 130.00	\$ 2,600.00
	40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	40	\$ 50.00	\$ 2,000.00	\$ 15.00	\$ 600.00	\$ 20.00	\$ 800.00	\$ 40.00	\$ 1,600.00	\$ 20.00	\$ 800.00	\$ 22.00	\$ 880.00
	40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	1900	\$ 1.00	\$ 1,900.00	\$ 0.01	\$ 19.00	\$ 0.01	\$ 19.00	\$ 0.01	\$ 19.00	\$ 0.20	\$ 380.00	\$ 0.01	\$ 19.00
	40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	135	\$ 110.00	\$ 14,850.00	\$ 100.00	\$ 13,500.00	\$ 110.00	\$ 14,850.00	\$ 135.00	\$ 18,225.00	\$ 120.00	\$ 16,200.00	\$ 150.00	\$ 20,250.00
	40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	275	\$ 95.00	\$ 26,125.00	\$ 90.00	\$ 24,750.00	\$ 85.00	\$ 23,375.00	\$ 87.00	\$ 23,925.00	\$ 100.00	\$ 27,500.00	\$ 95.00	\$ 26,125.00
	42300400	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	30	\$ 75.00	\$ 2,250.00	\$ 85.00	\$ 2,550.00	\$ 70.00	\$ 2,100.00	\$ 92.00	\$ 2,760.00	\$ 75.00	\$ 2,250.00	\$ 77.00	\$ 2,310.00
	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1215	\$ 9.00	\$ 10,935.00	\$ 8.00	\$ 9,720.00	\$ 9.00	\$ 10,935.00	\$ 6.50	\$ 7,897.50	\$ 10.00	\$ 12,150.00	\$ 9.90	\$ 12,028.50
	42400800	DETECTABLE WARNINGS	SQ FT	80	\$ 40.00	\$ 3,200.00	\$ 37.25	\$ 2,980.00	\$ 35.00	\$ 2,800.00	\$ 30.00	\$ 2,400.00	\$ 38.00	\$ 3,040.00	\$ 38.00	\$ 3,040.00
	44000158	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	2800	\$ 4.25	\$ 11,900.00	\$ 3.50	\$ 9,800.00	\$ 4.90	\$ 13,720.00	\$ 3.50	\$ 9,800.00	\$ 3.00	\$ 8,400.00	\$ 4.25	\$ 11,900.00
	44000200	DRIVEWAY PAVEMENT REMOVAL	SQ YD	30	\$ 25.00	\$ 750.00	\$ 15.00	\$ 450.00	\$ 20.00	\$ 600.00	\$ 21.50	\$ 645.00	\$ 25.00	\$ 750.00	\$ 22.00	\$ 660.00
	44000600	SIDEWALK REMOVAL	SQ FT	1215	\$ 2.50	\$ 3,037.50	\$ 1.50	\$ 1,822.50	\$ 1.00	\$ 1,215.00	\$ 1.60	\$ 1,944.00	\$ 1.10	\$ 1,336.50	\$ 1.50	\$ 1,822.50
	67100100	MOBILIZATION	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 5,774.05	\$ 5,774.05	\$ 8,000.00	\$ 8,000.00	\$ 2,250.00	\$ 2,250.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
	78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	200	\$ 8.00	\$ 1,600.00	\$ 8.50	\$ 1,700.00	\$ 7.50	\$ 1,500.00	\$ 6.50	\$ 1,300.00	\$ 13.00	\$ 2,600.00	\$ 8.80	\$ 1,760.00
	78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	198	\$ 1.50	\$ 297.00	\$ 3.40	\$ 673.20	\$ 3.00	\$ 594.00	\$ 3.50	\$ 693.00	\$ 4.00	\$ 792.00	\$ 2.00	\$ 396.00
	78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	240	\$ 2.75	\$ 660.00	\$ 2.55	\$ 612.00	\$ 2.25	\$ 540.00	\$ 4.90	\$ 1,176.00	\$ 5.00	\$ 1,200.00	\$ 3.00	\$ 720.00
	78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	204	\$ 5.00	\$ 1,020.00	\$ 3.30	\$ 673.20	\$ 2.90	\$ 591.60	\$ 6.50	\$ 1,326.00	\$ 7.00	\$ 1,428.00	\$ 5.00	\$ 1,020.00
	78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	56	\$ 9.50	\$ 532.00	\$ 8.50	\$ 476.00	\$ 7.50	\$ 420.00	\$ 8.50	\$ 476.00	\$ 13.00	\$ 728.00	\$ 9.00	\$ 504.00
*	X0326862	STRUCTURES TO BE ADJUSTED	EACH	16	\$ 500.00	\$ 8,000.00	\$ 510.00	\$ 8,160.00	\$ 485.00	\$ 7,760.00	\$ 440.00	\$ 7,040.00	\$ 513.00	\$ 8,208.00	\$ 500.00	\$ 8,000.00
*	X6028000	MANHOLES TO BE RECONSTRUCTED (SPECIAL)	EACH	1	\$ 3,000.00	\$ 3,000.00	\$ 10,500.00	\$ 10,500.00	\$ 2,780.00	\$ 2,780.00	\$ 3,200.00	\$ 3,200.00	\$ 10,500.00	\$ 10,500.00	\$ 9,000.00	\$ 9,000.00
*	X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$ 10,000.00	\$ 10,000.00	\$ 1,000.00	\$ 1,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,500.00	\$ 12,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,000.00	\$ 4,000.00
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 8,000.00	\$ 8,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 1,550.00	\$ 1,550.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.00	\$ 3,500.00
*		CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	225	\$ 80.00	\$ 18,000.00	\$ 35.00	\$ 7,875.00	\$ 65.00	\$ 14,625.00	\$ 48.00	\$ 10,800.00	\$ 60.00	\$ 13,500.00	\$ 54.00	\$ 12,150.00
*		COMBINATION PCC CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	175	\$ 50.00	\$ 8,750.00	\$ 44.00	\$ 7,700.00	\$ 54.00	\$ 9,450.00	\$ 50.00	\$ 8,750.00	\$ 58.00	\$ 10,150.00	\$ 59.00	\$ 10,325.00
*		ITEMS ORDERED BY ENGINEER	DOLLAR	15000	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
*		SEWER CLEANING AND TELEVISION, 12"	FOOT	1065	\$ 7.50	\$ 7,987.50	\$ 8.50	\$ 9,052.50	\$ 4.20	\$ 4,473.00	\$ 4.00	\$ 4,260.00	\$ 4.50	\$ 4,792.50	\$ 8.80	\$ 9,372.00
*		SEWER CLEANING AND TELEVISION, 15"	FOOT	615	\$ 8.50	\$ 5,227.50	\$ 8.50	\$ 5,227.50	\$ 4.50	\$ 2,767.50	\$ 6.50	\$ 3,997.50	\$ 4.80	\$ 2,952.00	\$ 8.80	\$ 5,412.00
*		SEWER CLEANING AND TELEVISION, 18"	FOOT	300	\$ 8.75	\$ 2,625.00	\$ 4.25	\$ 1,275.00	\$ 4.70	\$ 1,410.00	\$ 8.50	\$ 2,550.00	\$ 5.05	\$ 1,515.00	\$ 4.40	\$ 1,320.00
*		SEWER CLEANING AND TELEVISION, 24"	FOOT	333	\$ 9.50	\$ 3,163.50	\$ 14.85	\$ 4,945.05	\$ 5.50	\$ 1,831.50	\$ 12.00	\$ 3,996.00	\$ 5.90	\$ 1,964.70	\$ 15.40	\$ 5,128.20
*		SEWER CLEANING AND TELEVISION, 27"	FOOT	300	\$ 9.75	\$ 2,925.00	\$ 17.00	\$ 5,100.00	\$ 5.50	\$ 1,650.00	\$ 17.00	\$ 5,100.00	\$ 5.90	\$ 1,770.00	\$ 17.60	\$ 5,280.00
*		REPLACE SIGN & POST	EACH	10	\$ 500.00	\$ 5,000.00	\$ 350.00	\$ 3,500.00	\$ 271.00	\$ 2,710.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
		TOTAL			\$	215,035.00	\$	170,000.00	\$	174,066.60	\$	179,870.00	\$	189,706.70	\$	201,162.20

RESOLUTION NO. R-_____ -21

**RESOLUTION AUTHORIZING THE EXECUTION OF PAY REQUEST #2
FOR THE ALTENHEIM DEMOLITION PROJECT TO KLF ENTERPRISES**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the demolition of Buildings D, G, Cafeteria, Chapel and Garage ("Project") to KLF Enterprises ("Contractor"); and

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

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

WHEREAS, the Village will be obligated to make a payment on Pay Request #2 to Contractor in the amount of Two Hundred Thirty-Nine Thousand Six Hundred Seventy-One and 44/100 Dollars (\$239,671.44); and

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

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

Section 1. The Council of the Village hereby approves Pay Request #2 to Contractor in the amount of Two Hundred Thirty-Nine Thousand Six Hundred Seventy-One and 44/100 Dollars (\$239,671.44) under the contract for the Project with Contractor.

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

Section 3. This Resolution shall be in full force and effect upon its passage and adoption in accordance with law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 9th day of August, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
this _____ day of August, 2021.

Vanessa Moritz, Clerk

EXHIBIT A

KLF ENTERPRISES

PAY REQUEST #2



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

July 26, 2021

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

Attention: Mr. Moses Amidei - Village Administrator

Subject: Demolition of Altenheim Buildings D, G, Cafeteria, Chapel, and Garage
Pay Request #2
(CBBEL Project No. 000023.BG092)

Dear Mr. Amidei:

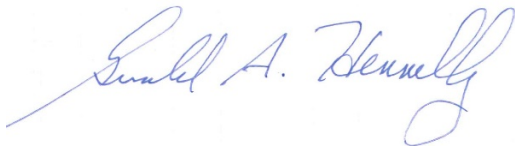
Christopher B. Burke Engineering, Ltd. (CBBEL) has received and reviewed Pay Request #2 in the amount of \$239,671.44 from KLF Enterprises. which was received on July 23, 2021. Included with the Pay Request is the Contractors Application for Payment, Waiver of Lien to Date and Certified Payrolls. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$ 546,970.00
Change Orders	<u>\$ 41,301.00</u>
Total Contract Amount	\$ 588,271.00
Work Completed and Stored to Date	\$ 458,949.20
Less Previous Payments	\$ 173,382.84
10% Retainage	<u>\$ 45,894.92</u>
Amount Due	\$ 239,671.44

All items of work shown on the attached invoice are representative of work completed to date for this project. We therefore recommend payment in the amount of Two Hundred Thirty Nine Thousand Six Hundred and Seventy One Dollars and Forty Four Cents (\$239,671.44) to KLF Enterprises.

If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in blue ink, reading "Gerald A. Hennelly". The signature is fluid and cursive, with the first name "Gerald" and last name "Hennelly" clearly legible.

Gerald A. Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Department

GAH

Encl: KLF Enterprises Waivers of Lien, Certified Payrolls and Pay Request

cc: Salvatore Stella, Village of Forest Park
Katie Murphy, Village of Forest Park
Jim Amelio, CBBEL
Pete Lehotan, KLF Enterprises

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Village of Forest Park

Demolition of Altenheim Buildings D, G, Cafeteria, Chapel, and Garage

CBBEL Project No. 000023.00092

Pay Request No.2

Date: 07/26/21

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE	UNITS FROM PREVIOUS INVOICES	UNITS THIS PERIOD	TOTAL UNITS COMPLETED TO DATE	BALANCE TO FINISH	TOTAL VALUE COMPELTED THIS PERIOD	TOTAL VALUE COMPLETED TO DATE	BALANCE TO FINISH	10% RETAINAGE
01 55 24/01	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$ 1,500.00	\$1,500.00	0.50	0.00	0.50	0.50	\$0.00	\$750.00	\$750.00	\$75.00
01 55 24/02	TEMPORARY FENCING	LUMP SUM	1	\$ 4,200.00	\$4,200.00	1.00	0.00	1.00	0.00	\$0.00	\$4,200.00	\$0.00	\$420.00
01 89 13/01	BACKFILLING OF BUILDINGS	LUMP SUM	1	\$ 16,963.00	\$16,963.00	0.00	0.20	0.20	0.80	\$3,392.60	\$3,392.60	\$13,570.40	\$339.26
02 41 16.13/01	DEMO CHAPEL	LUMP SUM	1	\$ 60,525.00	\$60,525.00	0.80	0.20	1.00	0.00	\$12,105.00	\$60,525.00	\$0.00	\$6,052.50
02 41 16.13/02	DEMO CAFETERIA	LUMP SUM	1	\$ 33,324.00	\$33,324.00	0.90	0.10	1.00	0.00	\$3,332.40	\$33,324.00	\$0.00	\$3,332.40
02 41 16.13/03	DEMO BUILDING D	LUMP SUM	1	\$ 144,662.00	\$144,662.00	0.00	0.80	0.80	0.20	\$115,729.60	\$115,729.60	\$28,932.40	\$11,572.96
02 41 16.13/04	DEMO BUILDING G	LUMP SUM	1	\$ 131,470.00	\$131,470.00	0.00	0.80	0.80	0.20	\$105,176.00	\$105,176.00	\$26,294.00	\$10,517.60
02 41 16.13/05	DEMO GARAGE	LUMP SUM	1	\$ 11,182.00	\$11,182.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$11,182.00	\$0.00
02 82 13/01	CHAPEL ABATEMENT	LUMP SUM	1	\$ 23,584.00	\$23,584.00	1.00	0.00	1.00	0.00	\$0.00	\$23,584.00	\$0.00	\$2,358.40
02 82 13/02	CAFETERIA ABATEMENT	LUMP SUM	1	\$ 23,584.00	\$23,584.00	1.00	0.00	1.00	0.00	\$0.00	\$23,584.00	\$0.00	\$2,358.40
02 82 13/03	BUILDING D ABATEMENT	LUMP SUM	1	\$ 23,584.00	\$23,584.00	1.00	0.00	1.00	0.00	\$0.00	\$23,584.00	\$0.00	\$2,358.40
02 82 13/04	BUILDING G ABATEMENT	LUMP SUM	1	\$ 23,584.00	\$23,584.00	1.00	0.00	1.00	0.00	\$0.00	\$23,584.00	\$0.00	\$2,358.40
31 22 19/01	SITE GRADING	LUMP SUM	1	\$ 6,800.00	\$6,800.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$6,800.00	\$0.00
31 23 19/01	DEWATERING	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.67	0.00	0.67	0.33	\$0.00	\$2,000.00	\$1,000.00	\$200.00
32 92 19/01	PLACE TOPSOIL	LUMP SUM	1	\$ 27,108.00	\$27,108.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$27,108.00	\$0.00
32 92 19/02	SEEDING	LUMP SUM	1	\$ 3,300.00	\$3,300.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,300.00	\$0.00
01 89 13/01	FURNISH, DELIVER, PLACE AND COMPACT 100 CY OF CA-6	LUMP SUM	1	\$ 5,600.00	\$5,600.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$5,600.00	\$0.00
32 92 19	PLACE 500 SF SIDEWALK	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,000.00	\$0.00
CO1	CHANGE ORDER #1 - DEBRIS PILE REM	LUMP SUM	1	\$ 12,950.00	\$12,950.00	1.00	0.00	1.00	0.00	\$0.00	\$12,950.00	\$0.00	\$1,295.00
CO3	CHANGE ORDER #3 - BLDG. G BOILER ROOM	LUMP SUM	1	\$ 28,635.00	\$28,635.00	0.00	1.00	1.00	0.00	\$28,635.00	\$28,635.00	\$0.00	\$2,863.50
CO5	CHANGE ORDER #5 - BRICK OUTBUILDING REM	LUMP SUM	1	\$ 1,785.00	\$1,785.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$1,785.00	\$0.00
CO7	CHANGE ORDER #7 - GARAGE SLAB TO REMAIN CREDIT	LUMP SUM	1	\$ (2,069.00)	\$ (2,069.00)	0.00	1.00	1.00	0.00	-\$2,069.00	-\$2,069.00	\$0.00	-\$206.90
SUBTOTAL CONSTRUCTION COST=					\$588,271.00					\$266,301.60	\$458,949.20	\$129,321.80	\$45,894.92

TOTAL CONTRACT VALUE	\$588,271.00
TOTAL VALUE COMPLETED TO DATE	\$458,949.20
TOTAL AMOUNT PAID TO DATE	\$173,382.84
10% RETAINAGE	\$45,894.92
TOTAL AMOUNT DUE THIS PERIOD	\$239,671.44

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER:
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60137

PROJECT:
Demolition of Altenheim Gldgs. D,G, Cafeteria
Chapel, and Garage

VIA: Construction Manager
Christopher B. Burfke Engineering LTD.
9575 W. Higgins Road Suite 600
Rosemont, IL 60018

APPLICATION #: 2
PERIOD TO: 07/19/21
PROJECT NOS: 23.00092

CONTRACT DATE: 03/01/21

Distribution to:

<input type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT FOR: Demolition and Site Restoration

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet is attached.

1. ORIGINAL CONTRACT SUM-----	\$	546,970.00
2. Net change by Change Orders-----	\$	41,301.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	588,271.00
4. TOTAL COMPLETED & STORED TO DATE-\$		458,949.20

(Column G on Continuation Sheet)

5. RETAINAGE:

a. 10.0% of Completed Work \$ 45,894.92

(Columns D+E on Continuation Sheet)

b. 10.0% of Stored Material \$

(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column I of Continuation Sheet----- \$ 45,894.92

6. TOTAL EARNED LESS RETAINAGE----- \$ 413,054.28

(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$ 173,382.84

8. CURRENT PAYMENT DUE----- \$ 239,671.44

9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 175,216.72

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$12,950.00	
Total approved this Month	\$30,420.00	-\$2,069.00
TOTALS	\$43,370.00	-\$2,069.00
NET CHANGES by Change Order	\$41,301.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: K.L.F. Enterprises Inc.

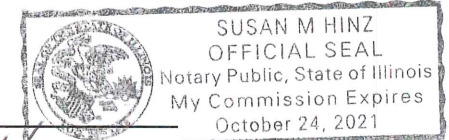
By: [Signature]

Date: July 23, 2021

State of: Illinois

County of: Cook

Subscribed and sworn to before
me this 23 day of July, 2021



Notary Public: [Signature]

My Commission expires: 10/24/21

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ----- \$

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:

By: _____

Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner of Contractor under this Contract.

CONTINUATION SHEET

ATTACHMENT TO PAY APPLICATION

PROJECT:

Demolition of Altenheim Gldgs. D,G, Cafeteria
Chapel, and Garage

Page 2 of

Pages

APPLICATION NUMBER: 2

APPLICATION DATE: 07/19/21

PERIOD TO: 19-Jul-21

ARCHITECT'S PROJECT NO: 23.00092

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	Maintenance of traffic	1,500.00	750.00			750.00	50%	750.00	75.00
2	Temporary fencing	4,200.00	4,200.00			4,200.00	100%		420.00
3	Backfilling of buildings	16,963.00		3,392.60		3,392.60	20%	13,570.40	339.26
4	Demo Chapel	60,525.00	48,420.00	12,105.00		60,525.00	100%		6,052.50
5	Demo Cafeteria	33,324.00	29,991.60	3,332.40		33,324.00	100%		3,332.40
6	Demo Bldg. D	144,662.00		115,729.60		115,729.60	80%	28,932.40	11,572.96
7	Demo Bldg. G	131,470.00		105,176.00		105,176.00	80%	26,294.00	10,517.60
8	Demo garage	11,182.00						11,182.00	
9	Chapel abatement	23,584.00	23,584.00			23,584.00	100%		2,358.40
10	Cafeteria abatement	23,584.00	23,584.00			23,584.00	100%		2,358.40
11	Bldg. D Abatement	23,584.00	23,584.00			23,584.00	100%		2,358.40
12	Bldg. G abatement	23,584.00	23,584.00			23,584.00	100%		2,358.40
13	Site grading	6,800.00						6,800.00	
14	Dewatering	3,000.00	2,000.00			2,000.00	67%	1,000.00	200.00
15	Place topsoil	27,108.00						27,108.00	
16	Seeding	3,300.00						3,300.00	
17	Furnish, deliver, place and compact 100 cy of CA-6	5,600.00						5,600.00	
18	Place 500 sf sidewalk	3,000.00						3,000.00	
19									
20	Change Order #1 - Debris Pile REM	12,950.00	12,950.00			12,950.00	100%		1,295.00
21	Change Order #3 Bldg. G Boiler Room	28,635.00		28,635.00		28,635.00	100%		2,863.50
	Change Order #5 Brick Outbuilding REM	1,785.00						1,785.00	
22	CO #7 Garage Slab to Remain Credit	(2,069.00)		(2,069.00)		(2,069.00)			(206.90)
23									
24									
25									
	SUBTOTALS PAGE 2	588,271.00	192,647.60	266,301.60		458,949.20	78%	129,321.80	45,894.92



Friday, July 30, 2021

The Honorable Mayor Rory E. Hoskins
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

RE: District 91 Banner for 1st Day of school

Dear Mayor Hoskins and Commissioners,

Forest Park School District 91 requests your permission to hang a banner as a reminder of the 2021-2022 first day of school date, August 24th, 2021.

The banner request is for one week, at the corner of Circle and Madison, between Tuesday, August 17th and Tuesday August 24th to promote our schools start date and encourage attendance from all.

Thank you for your consideration.

Respectfully,

Nury's Uceta

Family and Community Engagement Manager
Forest Park School District 91



Friday, July 30, 2021

The Honorable Mayor Rory E. Hoskins
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

RE: District 91 Banner for Back to School Block Party

Dear Mayor Hoskins and Commissioners,

Forest Park School District 91 requests your permission to hang a banner for our annual Back to School Event at the Forest Park Middle School Lot as a way to kick off the new school year (the new school year begins the week after this event).

The banner request is for one week, at the corner of Circle and Madison, between August 9th and the 17th (the date of the event) to help promote our Back to School Event and remind families it is almost time for school to begin again.

The event is scheduled from 4 to 7 pm on Tuesday, August 17, 2021. Registration will be open and there will be activities for students and families.

Thank you for your consideration.

Respectfully,

Nury's Uceta

Family and Community Engagement Manager
Forest Park School District 91



YOU'RE INVITED
TO OUR

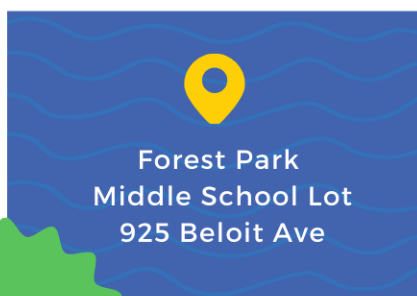


Annual Back to School Event

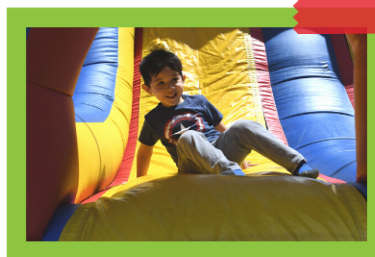


**AUGUST
17TH
4PM-7 PM**

**1st Day
of School
8/24/21**



FREE



**FOOD, MUSIC, GAMES,
RESOURCES & MORE**

COME REGISTER YOUR STUDENT(S) FOR THE
2020-2021 SCHOOL YEAR WHILE WE HAVE FUN
ACTIVITIES TO KEEP THEM ENTERTAINED!

fspd91.org

First Day

of School

August 24th, 2021

fpsd91.org



Annual Back to School Event



**FOOD, MUSIC, GAMES
RESOURCES & MORE**

August 17th, 2021 4 - 7 PM

📍 Forest Park Middle School Lot

**1st Day
of School
8/24/21**



Bishop Ketteler Council #1628
Joshua Kowal, ID Drive Chairman
126 Herrick Rd. Riverside, IL 60546
P.773.517.4660
<http://stmaryriverside.org/kofc/>

July 18, 2021

Council Members
Village of Forest Park, IL
Forest Park, IL

The Knights of Columbus Bishop Ketteler Council #1628, operates as an organization that supports the needs of St. Mary Parish, 126 Herrick Rd Riverside, IL 60546, as well as the general surrounding community. At the request of Fr. Tom May, Pastor of St. Mary Riverside, in the winter of 2012 a group of our parish men reactivated our council, which was originally chartered on April 12, 1912. Our charge is simply to help those in need.

The annual Knights of Columbus Intellectual Disability Drive (Tootsie Roll Drive) has been a key fundraising initiative for over 40 years. Now, as Council 1628 again becomes actively involved in this endeavor we are searching for potential fundraising locations that are currently not being staffed by other K of C Councils, so as not to encroach on them.

We request permission to solicit at the following locations on Friday 9/17/2021 and Saturday 9/18/2021:

- | | |
|---------------------------|-----------------|
| ● Roosevelt on Desplaines | southbound lane |
| ● Roosevelt on Desplaines | northbound lane |
| ● Desplaines on Roosevelt | westbound lane |
| ● Desplaines on Roosevelt | eastbound lane |
| ● Jackson on Circle | southbound lane |
| ● Jackson on Circle | northbound lane |
| ● Circle on Jackson | eastbound lane |
| ● Circle on Jackson | westbound lane |

All funds collected during this drive, minus out of pocket expenses such as cost of the Tootsie Rolls, are earmarked for St. Mary's SPRED group, Seguin, WSSRA, and other similar groups that have a mission to help community members who have intellectual disabilities. Should you or any council members have any questions please do not hesitate to contact me at 773-517-4660.

Kind regards,

Joshua Kowal
Intellectual Disability Drive Chairman



The Salvation Army

Founded in 1865 by William and Catherine Booth

DOING THE MOST GOOD

Metropolitan Division

Brian Peddle
General

F. Bradford Bailey
Commissioner
Territorial Commander

Lonneal Richardson
Lt. Colonel
Divisional Commander

July, 2021

Ms. Vanessa Moritz
Village Clerk
Village of Forest Park
517 Des Plaines Avenue
Forest Park, IL 60130

2021 JUL 21 PM 12:40
VILLAGE OF FOREST PARK

Dear Ms. Moritz:

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 you to serve the most vulnerable in our neighborhoods.

We are requesting your community's approval to conduct our annual Red Kettle Campaigns 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 2021

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: 773.368.9311 or email sara.ruthberg@usc.salvationarmy.org. We look forward to hearing from you. Thank you.

Sincerely,

Sara Ruthberg
Red Kettle Campaign Manager



DOING THE MOST GOOD™

CONFIRMATION FORM

Please attach any additional information/requirements as needed

RED KETTLE CAMPAIGN: November 1st - December 24th 2021 (Monday-Saturday)

Permission Granted: (Please circle one) **YES** **NO**

Reason Denied: _____

Village/Township Name: _____

Name & Title of Official: _____ **Phone #:** _____

Signature: _____

Contact Person: _____ **Phone #:** _____

Certificate of Insurance (COI) Required: (Please circle one) **YES** **NO**

Specific Verbiage Required on COI: _____

Fee Required: (Please circle one) **YES** [Amt: \$ _____] **NO**

Additional Instructions/Requests: _____

*Please transmit completed form to: (Email) sara.ruthberg@usc.salvationarmy.org or
(Fax) Attn: Sara Ruthberg, Development Department 773.205.3574*

**A RESOLUTION APPROVING THE EXECUTION
OF A PROFESSIONAL SERVICES AGREEMENT FOR
MUSIC ENTERTAINMENT MANAGEMENT AND LOGISTICAL
SUPERVISION FOR LIVE ENTERTAINMENT FOR RIBFEST
BETWEEN ENTERTAINMENT MANAGEMENT GROUP
AND THE VILLAGE OF FOREST PARK**

WHEREAS, the Village of Forest Park ("Village") requires certain music entertainment management and logistical supervision for live entertainment (the "Services") for the Village's Ribfest; and

WHEREAS, Entertainment Management Group ("Entertainment") desires to provide to the Village the Services for the Village's Ribfest; and

WHEREAS, the corporate authorities of the Village believe that, due to its experience and skill set, Entertainment is uniquely qualified to provide the Services to the Village; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public to waive competitive bidding and accept the proposal from Entertainment.

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

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

Section 2. The corporate authorities of the Village hereby waive the competitive bidding requirements set forth in the Village Code and hereby accept the proposal of Entertainment to provide the Services to the Village for Ribfest.

Section 3. The agreement and addendum thereto by and between Entertainment and the Village of Forest Park ("Agreement") to provide the Services to the Village for Ribfest, a copy of which is attached hereto and made a part hereof as Exhibit A, is hereby approved, subject to Entertainment executing the Contractor Certification Form, a copy of which is attached hereto as Exhibit B.

Section 4. The officials, officers and employees of the Village are hereby authorized to take such further actions and execute such documents as are necessary to carry out the purpose and intent of this Resolution and the Agreement.

Section 5. This Resolution shall be in full force and effect upon its adoption.

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois, this 9th day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

EXHIBIT A

Entertainment Management Group Professional Services Agreement

Rib Fest 2021
- Bands -

Professional services agreement made this date 07/30/2021 between The Village of Forest Park (hereinafter referred to as **PURCHASER**) and Entertainment Management Group, a sole proprietorship, (hereinafter referred to as **AGENT**)

The **PURCHASER** hereby engages the **AGENT** to perform the duties and services hereinafter provided, upon all of the terms and conditions herein set forth. The budget and payment for such services and duties is \$8,600 {see item #7). Please Initial _____

1. EVENT : Forest Park Ribfest Please Initial _____

2. DATE(S) OF ENGAGEMENT: 09/11/2021 **RAIN OR SHINE** Please Initial _____

3. Location: 7834 Madison, Forest Park, IL Please Initial _____

4. SERVICES PROVIDED: **AGENT** will provide event management and logistical supervision of the above referenced event, solely related to the musical concert portion of the event. Duties will include contacting the bands (or representatives) listed under item #5, negotiation and review of band contracts and riders, contracting the bands, scheduling of band load-ins and load-outs, on-site monitoring of sound, lighting, and staging personnel. **AGENT** will disburse payments for bands services. Please Initial _____

5. With **PURCHASER** approval and acceptance of the special provisions listed under item #6, **AGENT** shall contract the following listed bands: **(1-2:30) Caliente, (3:15-4:45) The Moods, (6:30-8) Everett Dean & The Lonesome Hearts, (8:45-10:30) Modern Days Romeos**
Please Initial _____

6. SPECIAL PROVISIONS: Please Initial _____

{a} If engagement(s) are canceled due to inclement weather, bands will receive full compensation.

{b} To be provided by purchaser:

Dressing area

Stage, Sound & Lights, Power

Coolers, ice, bottled water, soda and diet soda for the stage. Food if possible.

{c} This contract cannot be canceled unless mutually agreed upon by both parties.

{d} FORCE MAJURE: If any band's performance(s) is rendered impossible, hazardous, or is otherwise prevented or impaired due to sickness, accident, inability to perform, interruption or failure of means of transportation, Acts of God, riots, strikes, labor difficulties, epidemics, any act or order of any public authority, and/or any other cause or event, similar or dissimilar, beyond the **AGENT'S** control, then **AGENT'S** obligation with respect to the affected performance(s)/service(s) shall be excused and **AGENT** shall have no liability to **PURCHASER** in connection therewith. If band is present and able to perform and show is canceled, for any reason, **PURCHASER** shall be liable for total compensation for all services.

{e} In no event shall **AGENT** be liable for any personal injury or damage caused by persons altering with or tampering with stage, show props/costumes or lighting/sound equipment.

{f}. No portion of this performance shall be recorded, reproduced, or transmitted in any manner, by any means whatsoever, without the prior **WRITTEN** permission of the **AGENT**. Any fees which may be invoiced by BMI or ASCAP regarding **PURCHASER** hosting a festival that includes live and recorded music are the sole responsibility of the **PURCHASER**.

{g} Any claim or dispute arising out of or relating to this agreement or breach thereof shall be settled by arbitration in Illinois in accordance with the rules and regulations of the American Arbitration Association. The parties hereto agree to be bound by the award in such arbitration and judgment upon the award rendered by the arbitrators and may be entered in any court having jurisdiction thereof.

{h} It is agreed that **AGENT** acts as a Talent Agent and assumes no liability hereunder. **PURCHASER** agrees to hold **AGENT** harmless from any action of any band or band member. **PURCHASER** shall defend, indemnify and hold **AGENT**, it's officers, and employees harmless from and against any and all claims, suits, damages, liabilities, costs and expenses (whether based on breach of contract, or product liability), including reasonable counsel fees, arising out of or based on the performance of any band or member associated with any band hereunder or any act of commission of such band or member.

{i} It is understood that **AGENT** depends on its resources (**PURCHASER**) for its livelihood. For that reason, **AGENT** shall retain the right to any re-booking of any band or key personnel by **PURCHASER** for the period of 12 months from the termination of this agreement. In the event any band or key personnel, either under this current entertainment name or any other entertainment name they should use, are rebooked by the **PURCHASER** within 12 months, **AGENT** shall be entitled to a fee no less than 10% of the gross Contract price.

{j} INDEPENDENT CONTRACTOR: All parties hereto acknowledge that they are solely acting as independent contractors and nothing herein contained shall be construed as creating a partnership, employee/employer, joint venture or any other relationship between the parties.

{k} The contract may be executed in multiple counterparts and delivery of facsimile copies or executed counterparts shall be deemed valid and effective for all purposes.

{l} The signatures below confirm that the parties have read and approved each and all of the terms and conditions set forth in this agreement, as well as all items listed on all attached **ARTIST** riders, if any, and constitutes the sole, complete and binding agreement between the parties hereto. **PURCHASER**, in signing this agreement him/herself or having same signed by a representative, acknowledges his/her/their authority to do so, and hereby assumes liability for all stated amounts.

7. PAYMENT: All payments shall be paid by **CERTIFIED CHECK** or **CORPORATE CHECK** as follows:

PURCHASER shall pay \$8,600.00 to, and in the name of **ENTERTAINMENT MANAGEMENT GROUP** not later than 08/27/2021 Please Initial _____

x _____ Date ____/____/____

PURCHASER

Rory Hoskins

Mayor

Forest Park, IL 60130

X *Murray Weiner* Date 7/30/2021

AGENT

Murray Weiner dba Entertainment Management Group

PO Box 91766

Elk Grove Village, IL 60009

**ADDENDUM TO THE PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN ENTERTAINMENT MANAGEMENT GROUP
AND THE VILLAGE OF FOREST PARK**

THIS ADDENDUM is made this _____ day of _____, 2021,
by and between ENTERTAINMENT MANAGEMENT GROUP and the VILLAGE OF
FOREST PARK (the “Parties”), and is made part of the Professional services Agreement by and
between the Parties dated July 30, 2021 (the “Agreement”).

The Parties agree that the Agreement shall be amended as follows:

1. Section 6(f) of the Agreement is hereby amended to insert therein at the end of the
second sentence “to the extent such fees result solely from the Village’s recording, reproduction,
or transmission of the performance.”

2. Section 6(i) of the Agreement is hereby deleted in its entirety.

Each of the Parties has caused this Addendum to be executed by a duly authorized
representative, who, by applying his or her signature, represents and warrants full right, power,
and authority to sign on behalf of the relevant party named below, effective as of the date first
written above.

ENTERTAINMENT MANAGEMENT GROUP VILLAGE OF FOREST PARK

Signature: _____

Name: Murray Weiner

Signature: _____

Name: Rory Hoskins, Mayor

EXHIBIT B

CONTRACTOR CERTIFICATION FORM

The assurances hereinafter made by ENTERTAINMENT MANAGEMENT GROUP (hereinafter the “Contractor”) are each a material representation of fact upon which reliance is placed by the VILLAGE OF FOREST PARK in entering into the contract with the Contractor. The Village of Forest Park may terminate the contract if it is later determined that the Contractor rendered a false or erroneous assurance.

I, _____, hereby certify that I am the _____ of
(Name of Owner or Officer) *(Title or Office)*
ENTERTAINMENT MANAGEMENT GROUP, and as such, hereby represent and warrant to the VILLAGE OF FOREST PARK, a municipal corporation (hereinafter the “Village”), that the Contractor and its shareholders holding more than five percent (5%) of the outstanding shares of the corporation, its officers and directors are:

- (a) not delinquent in the payment of taxes to the Illinois Department of Revenue in accordance with 65 ILCS 5/11-42.1-1;
- (b) not barred from contracting as a result of a violation of either Section 33E-3 (bid rigging) or 33E-4 (bid-rotating) of the Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4);
- (c) not in default, as defined in 5 ILCS 385/2, on an educational loan, as defined in 5 ILCS 385/1.

In addition, the Contractor hereby represents and warrants to the Village, that:

- (A) the Contractor, pursuant to 30 ILCS 580/1 *et seq.* (“Drug-Free Workplace Act”), will provide a drug-free workplace by:
 - (1) Publishing a statement:
 - a. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance including cannabis, is prohibited in the Contractor's workplace;
 - b. Specifying the actions that will be taken against employees for violations of such prohibition;
 - c. Notifying the employee that, as a condition of employment on such Contract, the employee will;
 - i. Abide by the terms of the statement;
 - ii. 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;

- (2) Establishing a drug-free awareness program to inform employees about:
 - a. the dangers of drug abuse in the workplace;
 - b. the Contractor's policy of maintaining a drug-free workplace;
 - c. any available drug counseling, rehabilitation, and employee assistance program; and
 - d. the penalties that may be imposed upon employees for drug violations;
 - (3) Making it a requirement to give a copy of the statement required by Subsection (A)(1) to each employee engaged in the performance of the Contract, and to post the statement in a prominent place in the workplace;
 - (4) Notifying the Village within ten (10) days after receiving notice under paragraph(A)(1)e from an employee or otherwise receiving actual notice of such conviction;
 - (5) 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 30 ILCS 580/5;
 - (6) 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;
 - (7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section;
- (B) the Contractor has not excluded and will not exclude from participation in, denied the benefits of, subjected to discrimination under, or denied employment to any person in connection with any activity funded under the contract on the basis of race, color, age, religion, national origin, disability, or sex;
- (C) no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of any interest in the Contractor; or, if the Contractor's stock is traded on a nationally recognized securities market, that no Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of more than one percent (1%) of the Contractor, but if any Village officer, spouse or dependent child of a Village officer, agent on behalf of any Village officer or trust in which a Village officer, the spouse or dependent child of a Village officer or a beneficiary is a holder of less than one percent (1%) of such Contractor, the

Contractor has disclosed to the Village in writing the name(s) of the holder of such interest;

- (D) no officer or employee of the Village has solicited any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer from the Contractor in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (E) the Contractor has not given to any officer or employee of the Village any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to the government employment or the official position of the employee or officer in violation of Chapter 2-8A-3 of the Municipal Code of the Village of Forest Park;
- (F) neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person and that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person;
- (G) the Contractor acknowledges that, pursuant to the provisions of the Illinois Freedom of Information Act, (5 ILCS 140/1 *et seq.*), documents or records prepared or used in relation to work performed under this agreement are considered a public record of the Village; and therefore, within thirty (30) days of completion of the work required of the Contractor under this agreement, the Contractor shall produce to the Village, in electronic format, all records that directly relate to the governmental function performed by the Contractor under this agreement at no additional cost to the Village; and furthermore, the Contractor shall review its records and promptly produce to the Village any additional records in the Contractor's possession which the Village requires in order to properly respond to a request made pursuant to the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and the Contractor shall produce to the Village such records within three (3) business days of a request for such records from the Village at no additional cost to the Village.

If any certification made by the Contractor or term or condition in this contract changes, the Contractor shall notify the Village in writing within seven (7) days.

Dated: _____, 2021

Contractor: ENTERTAINMENT MANAGEMENT GROUP

By: _____
_____, _____
(Name of Owner or Officer) (Title or Office)

STATE OF _____)
) ss.
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, hereby certify that _____ known to me to be the _____
(Name of Owner or Officer) (Title or Office)
of _____, appeared before me this day in person and,
(Name of Contractor)
being first duly sworn on oath, acknowledged that he executed the foregoing certification as his free act and deed.

Dated: _____, 2021

Notary Public

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

August 9, 2021

Issue Statement

Request for Village Council action to amend the Village Code in efforts to adopt Quality Based Selection (QBS) policy related to the procurement of engineering services for federally funded projects.

Background

Last October, the Village applied for an Illinois Transportation Enhancement Program (ITEP) grant through the State of Illinois. This grant provides for enhancements to pedestrian/bicycle facilities in communities.

Specific to our community, our grant application sought funding to "... (install) bicycle commuter appurtenances such as racks and pedestrian lighting near two high volume CTA Blue Line stops. In addition to the appurtenances, some combination curb and gutter, sidewalks, and high visibility crosswalk pavement markings will be installed... this project will provide a safe location for commuters to park their bicycles or other non-motorized vehicles... (the project will provide) bicycle facilities in locations adjacent to CTA stops will not only improve nonmotorized access to the CTA station but will increase transit ridership... The project is located adjacent to the Desplaines Avenue Blue Line CTA Station and adjacent to the Harlem Avenue Blue Line CTA Station. Both locations are within the Village of Forest Park limits and within Village owned property... the project will improve safety by providing a centralized location for bike storage as there is currently no bicycle facility and cyclists lock their bikes to any street light or post they can find. By installing pedestrian lighting and improving crosswalks around the bike facility the users will be more visible to motorists."

The total project budget is \$126,570; the Village's portion of this project amounts to 20%, or \$25,314.

In late June, the Village was notified that its grant application for this project was successful; it is anticipated that the project will be constructed in 2022.

As part of the grant agreement requirements, as Federal monies will be used (grant funds), the Village is required to procure engineering services via the Quality Based Selection (QBS) process that meets IDOT and federal guidelines.

Since the Village does not have an adopted QBS policy at the present time, staff has obtained several samples of such a policy and have worked with our Village Attorneys to adopt and incorporate same into our Village Code. Once adopted, the Village will put out a Request for Qualifications (RFQ) for Phase I, II and III Engineering Services for this grant awarded project.

Attachments

- Ordinance amending Village Code adopting QBS Policy

ORDINANCE NO. O-_____ - 21

**AN ORDINANCE AMENDING ARTICLE A,
ENTITLED “PURCHASING”, OF CHAPTER 8,
“MUNICIPAL FINANCES”, OF TITLE 1, ENTITLED “ADMINISTRATION”,
OF THE MUNICIPAL CODE OF THE VILLAGE OF FOREST PARK, ILLINOIS**

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

Section 1. That Section 1-8A-6, entitled “Additional Provisions”, of Article A, entitled “Purchasing”, of Chapter 8, entitled “Municipal Finances”, of Title 1, entitled “Administration”, of the Municipal Code of the Village of Forest Park, Illinois is hereby amended by recodifying the same as Section 1-8A-7.

Section 2. That Article A, entitled “Purchasing”, of Chapter 8, entitled “Municipal Finances”, of Title 1, entitled “Administration”, of the Municipal Code of the Village of Forest Park, Illinois is hereby amended by inserting therein a new Section 1-8A-6 to be entitled, “Quality Based Selection Policy and Procedures”, which shall read as follows:

Section 1-8A-6

Quality Based Selection Policy and Procedures

When the Village of Forest Park (Village) receives federal funds for consultant related engineering services, the Village consultant Quality Based Selection (QBS) process will comply with the following written policies and procedures, which meets the requirements of 23 CFR 172 and the Brooks Act. These policies and procedures, as adopted by the Village, substantially follow Section 5-5 of the Illinois Department of Transportation (IDOT) Bureau of Local Roads and Streets (BLRS) Manual, and specifically Section 5-5.06(e) (Federal QBS Requirements), and therefore separate approval from IDOT is not required.

A. Responsibility

The Village QBS policy and procedures assigns responsibility to the following personnel within the Village for the procurement of consultant engineering services, negotiations with the selected consultant engineering firm, and administration of the contract for projects utilizing federal funding, as described herein:

- **Village Clerk:** Posting of public notice for consultant engineering services in the form of a Request for Qualifications (RFQ) on the Village website; Placement of the RFQ in a local newspaper; Recipient of consultant submittals in response to the RFQ.
- **Village Administrator:** Point of contact for questions from potential respondents to the RFQ; Selection Committee member; Lead Negotiator with the selected consultant; and Project Administrator (PA) after IDOT authorization to proceed. Selection Committee member.
- **Director of Public Works:** Selection Committee member; Assistant Negotiator with the selected consultant.
- **Village Board:** Approval of the selection committee results; Approval of the negotiated consultant contract for submittal to IDOT.
- **Mayor:** Administrative oversight.

B. Public Notice

When developing the public notice for consultant engineering services, the Village will include the following information, with additional items as necessary when unique circumstances exist.

- Overall project description including the anticipated need, purpose, and objective of the project;
- The scope of engineering services being requested and any expected unique challenges;
- The desired timetable for the engineering services being requested;
- Identify any specific qualification requirements;
- Minimum submittal requirements from interested consultant engineering firms;
- Submittal instructions and due date;
- Evaluation criteria that will be used for reviewing and scoring the consultant submittals;
- Whether or not interviews will be held;
- Anticipated timeframe for the consultant selection;
- Instructions for retrieving available background information and submitting questions.

The Village will post the public notice on the homepage of the Village website <http://www.forestpark.net> and/or publish an ad in a newspaper with appropriate circulation. The public notice will be advertised for at least 14 days prior to the due date for consultant submittals with the website posting being continuous and the newspaper ad being at least twice.

The Village will require each responding consultant submit one (1) electronic copy and two (2) hard copies of their response to the RFQ for review by the selection committee. For consistency and to facilitate manageable review time, the Village will require that all submittals be single-sided and limited to a maximum of 20 pages, not including front and back covers, table of contents, and tabs.

C. Review of Consultant Submittals

Selection Committee: The Village will appoint a three (3) person selection committee for reviewing all consultant submittals. The selection committee members will include the Finance Director, Director of Public Works, and Village Administrator. The selection committee members must certify that they do not have a conflict of interest prior to completing their review

of the consultant submittals, in compliance with the IDOT BLRS Manual, Section 5-5.04. If a replacement member of the selection committee is required, the replacement will be appointed by the Mayor.

Evaluation Factors: The PA will establish the evaluation factors for reviewing the consultant submittals for each project. The evaluation factors will typically include the criterion listed below and will comply with the weighting range guidance in Section 5-5.06(d) of the IDOT BLRS Manual.

- Project Understanding and Approach
- Demonstrated Qualifications and Capabilities of the Consultant Team
- Similar Project Experience
- Specialized Expertise
- Overall Completeness of Submittal

These evaluation factors may vary from one project to another depending on unique project requirements or conditions that may be present. Any required Disadvantaged Business Enterprise (DBE) participation and local presence combined will not be more than 10% if used as an evaluation factor.

Scoring of Consultant Submittals: Each member of the selection committee will provide an independent score for each consultant submittal received using an evaluation table similar to the example below. The project PA will schedule a Selection Committee meeting to review the results of the independent reviews.

For each consultant proposal, the scores will range from 0 (lowest in comparison to others) to 10 (highest in comparison to others) for each criterion, with the overall score based on the weight assigned for each criterion.

EXAMPLE SCORING TABLE

<i>Criteria</i>	<i>Weighting</i>	<i>Scores (0-10)</i>		
		<i>Consultant 1</i>	<i>Consultant 2</i>	<i>Consultant X</i>
<i>Project Understanding & Technical Approach</i>	30%			
<i>Demonstrated Qualifications and Capabilities of the Consultant</i>	30%			
<i>Similar Project Experience</i>	20%			
<i>Specialized Expertise</i>	15%			
<i>Overall Completeness of</i>	5%			
<i>Total Weighted Score</i>	<i>100%</i>			

Final Scoring of Short-Listed Consultants: The independent selection committee member scores will be averaged for an overall score which is used to establish a short list of three consultant firms. The overall committee score for the short-listed consultants will be adjusted

based on selection committee discussion, and additional information gained from interviews (if held), to determine the final scoring of the consultant submittals and the selected consultant.

The Village reserves the option to hold interviews with the shortlisted firms, depending on the project complexity and other factors. Whether or not interviews will be held will be stipulated in the public notice.

If less than three (3) consultant submittals are received, then the Village will request IDOT approval that the QBS procedures followed are acceptable, before proceeding with final scoring of the consultant submittals.

The final scoring of the consultant submittals and the selected consultant will be presented to the Village Board for approval.

Suspension and Debarment: The Village will ensure the eligibility of the short-listed consultants before the final selection committee scores are prepared, by reviewing SAM Exclusions, IDOT's CPO's website and the three other state CPO's websites for suspensions and/or debarment actions.

D. Contract Negotiation

The Village will prepare an independent in-house estimate for the cost of the consultant engineering services being requested, prior to contract negotiation. The estimate is used in the negotiation.

The Village will require a two (2) person team to negotiate with the selected consultant. The Village negotiation team will consist of the Village Administrator and the Director of Public Works, however, members of the negotiation team may delegate this responsibility to staff members. The negotiation team will review the contract costs and the indirect cost rates to assure they are compliant with Federal cost principles prior to submission to IDOT.

E. Project Administration

The Project Administrator (PA) for the Village will be the Director of Public Works. The PA will monitor work on the project in accordance with the contract and provide status reports with the Mayor and Village Board as required and/or requested. The PA will prepare a written evaluation of the consultant's work at the end of each project. These reports are maintained in the Village consultant information database. The Village will follow IDOT's requirements, including the required submission of BLRS Form 05613 to the IDOT district at contract close-out along with the final invoice.

The PA will be required review and approve all invoices submitted by the consultant prior to payment and submission to IDOT for reimbursement.

Section 3. That the remaining provisions of the Municipal Code of the Village of Forest Park, Illinois remain in full force and effect and are not amended, altered or otherwise modified by this Ordinance.

Section 4. That this Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed by the Council of the Village of Forest Park, Cook County, Illinois this 9th day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



OFFICE OF THE MAYOR – RORY E. HOSKINS

To: The Honorable Commissioners

Date: August 4, 2021

Commissioners,

I am seeking your support in the appointment of Eboni A. Murray to fill a vacancy on the Library Board. Her application and resume is attached for your review.

Your favorable support would be appreciated.

Mayor Hoskins

RESUME FOR BOARD/COMMISSION CANDIDATES

1. NAME OF BOARD/COMMISSION FOR WHICH YOU ARE APPLYING

Library Board

2. PRINT NAME

Eboni A Murray

4. RESIDENCE ADDRESS (Street, City, State, ZIP Code)

[REDACTED] IL 60130 Forest Park, IL

5. E-MAIL ADDRESS(S)

Eboni.br@gmail.com

6. SOCIAL SECURITY NUMBER

[REDACTED]

7. DRIVER'S LICENSE NUMBER

[REDACTED]

8. TELEPHONE NUMBER

HOME:

BUSINESS:

CELL:

10. PLACE OF BIRTH

[REDACTED]

9. COUNTY OF RESIDENCE

Cook

11. DATE OF BIRTH (M/D/Y)

[REDACTED]

Female

Male

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American Indian or Alaskan Native. A person having origins in any of the original peoples of North America and who maintain cultural identification through tribal affiliation or community.

Asian or Pacific Islander. A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

Black not of Hispanic Origin. A person having origins in any of the black racial groups of Africa.

Spanish or Hispanic. A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race.

White not of Hispanic Origin. A person having origins in any of the original people of Europe, North Africa or the Middle East.

Other: _____

12. Have you ever been convicted of any criminal offense (s) in Illinois, or in another state, or in federal court (other than minor traffic violations)? ☐ Yes ☒ No If yes, attach explanation stating the date and place of conviction (s) and the nature of such offense (s).

13. EDUCATION

A. HIGH SCHOOL - Name and Location of Institution

Benson High School Omaha, NE

GRADUATED?

☒ Yes ☐ No

B. COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution

University of Nebraska at Omaha (UNO) Omaha, NE

GRADUATED?

☒ Yes ☐ No

NUMBER OF YEARS ATTENDED

4

CURRICULUM

Business Admin Major
N/A Minor

TYPE OF DEGREE GRANTED

Bachelor of Science

DATE DEGREE ISSUED

2000

COLLEGE - UNDERGRADUATE/BACCALAUREATE - Name and Location of Institution

NUMBER OF YEARS ATTENDED

CURRICULUM

____ Major
____ Minor

TYPE OF DEGREE GRANTED

DATE DEGREE ISSUED

C. COLLEGE - POSTGRADUATE - Name and Location of Institution

National - Louis University Chicago, IL

TYPE OF CURRICULUM

Business Admin

TYPE OF DEGREE GRANTED

MBA

DATE DEGREE ISSUED

2005

COLLEGE - POSTGRADUATE - Name and Location of Institution

TYPE OF CURRICULUM

TYPE OF DEGREE GRANTED

DATE DEGREE ISSUED

14. Do you possess any professional License Qualifications, If Yes please complete below.

Type of Licensure	License Number	Date of Licensure	State of Licensure	Current?
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No
				<input type="checkbox"/> Yes <input type="checkbox"/> No

15. PROFESSIONAL EXPERIENCE - Time must be accounted for from graduation to present.

DATE		EMPLOYER NAME AND ADDRESS	DESCRIPTION OF EXPERIENCE
From	To		
2000	2001	Wells Fargo Bank Omaha, NE	Corporate Banking Assistant
2002 -	2008	UPS Chicago, IL	Human Resources Recruiter/ Specialist
2008 -	2012	CTA Chicago, IL	Human Resources Recruiter/ workforce Business Partner
2012 -	2014	Union Pacific Rail Road Northlake, IL	Recruitment Manager
2014 - Present 2014 - 2018 20		Stay at Home mom Contract Recruiter Hilton Customer Service Rep	

16. PROFESSIONAL ASSOCIATIONS/ACTIVITIES

17. HONORS/PUBLICATIONS/OTHER

I, Eboni A. Murray, authorize the Village of Forest Park, Ill., to conduct an investigation into all aspects of my qualifications and background. I authorize any individual, organization, or agency which maintains records relating to me to provide these records upon request to any agency of the Village of Forest Park, Ill., conducting such an investigation. This authorization includes, but is not limited to, employment records, credit records, and criminal history records. I release any individual, organization, or agency from any and all liability incurred as a result of providing such records.

Signature

Date Submitted

6/22/21

Authorization for Appointment Credit Report

I authorize the Forest Park Police to obtain a credit report on myself through the credit reporting agency of its choice.

Signature

Print Name

Eboni A. Murray

Current Address

City / State

Forest Park, IL

Date

6/22/21

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

Eboni A. Murray


Date

6/22/21

CONFLICT OF INTEREST QUESTIONNAIRE

If answer is "YES" to any of the following, please explain.	YES	NO
1. Have you or your company entered into any business or consulting contracts with the Village in the last three 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.		X
2. If you answered "Yes" to question number 1, please list the work performed		X
3. Have you ever been named a party to any lawsuit or administrative proceeding? If so, please list county and year filed.		X
4. Have you ever been arrested or convicted of a felony?		X
5. Are you aware of any investigation of your conduct by any federal, state or local law enforcement agency?		X
6. Have you ever served on a Village Commission or Board?		X
7. If you answered yes to question #6 please list what board and when you served?		X
8. Do you have any government-guaranteed loan outstanding?		X
9. Is any member of your immediate family employed by the Village?		X
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?		X
11. Is there anything in your background which, if it were disclosed, might prove to be embarrassing to you or to the Mayor?		X

Print Name of Applicant: Eboni Murray Date: 10/22/21

Signature of Applicant: 

EBONI A. MURRAY

• Forest Park, Il 60130 •

HUMAN RESOURCES/ TALENT ACQUISITION/ EMPLOYEE DEVELOPMENT

Strong commitment to creating value through people, processes, and education

An adaptable, detailed oriented, results-driven certified Human Resource Professional, with over twelve years of experience in full life cycle Recruiting, Talent Acquisition, Capital Management, Labor/Employee Relations, and Retention. As a Human Resource Professional, my experiences has given me the core competencies to communicate effectively, support organizational strategies, develop high-quality relationships with internal and external stakeholders, and contribute in aligning business priorities with diversity strategies.

AREAS OF EXPERTISE

- Recruitment & Retention
- Workforce Diversity & Inclusion
- Labor & Employee Relations
- Legal Compliance
- Strategic Management
- Organizational & Employee Development

PROFESSIONAL HIGHLIGHTS

- Persuaded change resistant departments to adapt to the new and innovative ways of behavioral based interviewing by: building relationships, addressing their concerns, and gaining their trust.
- Continued organizational status as an employer of choice by developing off season recruitment strategy which included: weekly campus visits, performing informational conferences, and remaining accessible to potential applicants.
- Exceeding hiring target of 80% with a deliverable of 90%, while maintaining a retention rate of 65% when 50% was the objective.
- Strategic partner in reorganization resulting in over \$250,000 savings
- Designed and developed Setting Expectations training and development program for 350 managers.
- Delivered face to face training of Setting Expectations, Leadership and Behavior Based Interviewing.
- Managed 30+ Seasonal workers training, work schedule and pay roll
- Hiring Plan Effectiveness Rating is 98%

CAREER PROGRESSION

2014 – Current Stay at Home Mom Forest Park, IL
Murray Household

- Took career sabbatical to take care of my children.
- Manage household and children by; multi-tasking, communicating, persuading, listening, researching, organizing, collaborating, volunteering, and negotiating.

2016 – 2018 Hilton Forest Park, IL
HRCC – Reservations and Customer Care

- Worked part time from home at nights making, changing and cancelling hotel reservations.

2014 – 2018 Staff Time Forest Park, IL

Contract Recruiter

- Screened resumes for Union Pacific Railroad

2012 – 2014 Union Pacific Railroad Chicago, IL

Recruitment Manager

- Recruitment Manager for Chicago and Commuter Service Units with a territory that covers 3 states (IL, WI, IA)
- Develop, plan and implement recruitment strategies and activities to meet hiring objectives for assigned territory and job vacancies.
- Build relationships with key sources of candidates in assigned territory including colleges, community resources and other sourcing channels.
- Plan and implement special recruitment marketing events to build knowledge of UP and its career opportunities.
- Manage end to end hiring selection process for assigned job vacancies ensuring application of company process, selection criteria, and policies.
- Posting jobs, screening resumes, testing, selection interviews, candidate assessment and facilitation of selection decisions.
- Ensure that hiring objectives are met including identification of best quality candidates, on time delivery of hires, diversity and compliance with company process and standards.
- Build collaborative working relationships with field transportation management in assigned territory, other internal service providers, and external vendors.
- Lead problem solving initiatives when hiring process objectives are at risk.
- Develop strong knowledge base of agreement craft jobs and lines of progression, job skill requirements and pay rates.
- Manager special projects as assigned, such as Women Employed in railroading careers.
- Build relationships with college placement offices and faculty to assist in identification of best qualified candidates.
- Present information sessions to classroom and academic organizations as requested.

2010 - 2012 Chicago Transit Authority (CTA) Chicago, IL

Workforce Business Partner

- Collaborate with management on recruitment goals and carry out special projects as assigned such as: updating recruitment methods, creating best interviewing practices, performance evaluations, and forming professional partnerships.
- Manage two HR Specialists, one Assistant, and two interns on daily recruitment activities and projects.
- Train hiring managers on behavioral based interviewing technique and other HR recruitment processes.
- Participated in conducting needs analysis and worked with subject matter experts to develop customized training programs to meet identified needs.
- Worked in a team to produce programs that were satisfactory to all relevant parties in the organization, such as line managers, accountants and senior managers.
- Produced training materials for in-house courses.
- Managed the delivery of training and development programs.
- Ensured that statutory training requirements were met.
- Evaluated training and development programs.

2008 – 2010

Human Resources Recruiter

- Actively fill union and non-union positions by sourcing for potential candidates through various measures: job postings, career fairs, networking sites and events while adhering to EEOC guidelines

- Screen applicants and conduct interviews to ensure quality fit for position and organization
- Carry out all required steps of the recruitment process to ensure timely and accurate completion of hiring & staffing procedures.
- Review potential candidate's background information ensuring verification of employment, education, and legal records (credit reports, etc.).
- Build and maintain working relationship with assigned department managers, staff, and any external contacts i.e. union representatives.
- Maintain accurate and up to date records of all hiring data using HRIS system.
- Produce correspondence, offer letters, reports and presentations using the appropriate software for word processing, spreadsheets and graphics.
- Develop and maintain an ongoing pipeline of top candidates in specialty areas.
- Provide recruitment expertise and offer guidance in the hire recommendation process.
- Attend Job Fairs and workshops to promote open positions at the CTA.
- Volunteer as Information Specialist for various events in the city of Chicago.

2002 – 2010

United Parcel Services (UPS)

Chicago, IL

Human Resources Recruiter-Specialist

- Assisted in the development and implementation of an aggressive college recruitment plan to pursue candidates for various hubs in the Chicago land area.
- Established and maintain relationships with community and faith-based organizations, school counselors and student activities directors on university campuses.
- Represented the Human Resources Department in regards to hearings, grievances and labor relation issues.
- Performed Employee Relation duties on a weekly basis by conducting visits to operational hubs.
- Actively recruited potential high school and college applicants at career fairs and community events.
- Implemented various sourcing strategies including cold-calling and networking to develop a qualified pool of candidates.
- Prepared recruitment reports and maintain a weekly travel schedule; provided to updates to UPS management staff
- Followed up with prospective candidates through personal contacts, email, and telephone calls.
- Presented company benefits informational sessions within the Chicago land area.
- Effectively performed interviews for potential employees.
- Managed high-volume recruitment process.
- Performed safety audit checks on drivers.

EDUCATION

Masters of Business Administration
National Louis University

Chicago, IL

Bachelor of Science: Business Administration
University of Nebraska-Omaha
College of Business Administration

Omaha, NE

Professional Human Resources Certificate
DePaul University

Chicago, IL

ASSOCIATIONS/ ACTIVITIES

Linked: HR Chicagoland HR Network • HR.com • Advisory Board Member, Coyne American Institute • INROADS Alumni