

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, December 13, 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 87130629775; Passcode 342284 or by clicking here:

<https://us02web.zoom.us/j/87130629775?pwd=cGRkUHBqVER1d3JWcmZoczJieUpOZz09>

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. November 22, 2021 Village Council Meeting Minutes
 - b. November 7, 2021 Special Meeting of Village Council, Boards and Commissions, etc.
 - c. November 22, 2021 Closed Session Minutes
4. PUBLIC COMMENT
5. COMMUNICATIONS
6. DEPARTMENT REPORTS
7. BILLS BY RESOLUTION
8. UNFINISHED BUSINESS
9. NEW BUSINESS
 - a. Ordinance Approving the Annual Tax Levy Ordinance of the Village of Forest Park, Cook County, Illinois for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022
 - b. Resolution Directing the County Clerk to Calculate Separate Limiting Rates for the Tax Levy of the Village of Forest Park, Illinois for the 2021 Tax Levy Year
 - c. Ordinance Approving Specifying Those Funds to be Reduced by the County Clerk in the Event that the Village's Annual Tax Levy Exceeds a Statutory Tax Limitation
 - d. Resolution Authorizing the Qualified Bidding Selection ("QBS") of Christopher B. Burke Engineering, Ltd. for Phase I/II/III Engineering Services for the Forest Park Commuter Bike Facilities Project
 - e. Resolution Approving and Ratifying the Execution of Change Order Number 1 to the Contract with Tecorp, Inc. for the South Water Tower Painting Project

- f. Resolution Rejecting All Bids, Waiving Bidding Requirements and Authorizing the Award of the Contract for the Rehabilitation Project of the North Water Tower in the Village of Forest Park
- g. Resolution Approving the Execution of Change Order Number 1 to the Contract with Tecorp, Inc. for the North Water Tower Painting Project
- h. Discussion of policy direction from Village Council concerning 510 Des Plaines Avenue parking lot.(If Applicable) Motion to direct staff to commence bid process for said parking lot project, or, other directive as determined by Village Council
- i. Resolution Authorizing the Execution of Pay Request #3 for the Altenheim Demolition Project to KLF Enterprises
- j. Resolution Approving and Ratifying the Execution of Change Order #6 to the Contract with KLF, Enterprises, Inc. for the Altenheim Demolition Project
- k. Resolution Authorizing the Execution of Pay Request #1 and Final for the 14th Street Resurfacing Project to Chicagoland Paving Contractors, Inc.
- l. Resolution Authorizing the Execution of Pay Request #4 and Final for the Thomas and Monroe Water Main and Resurfacing Project to Uno Construction Co.
- m. Resolution Approving Edward-Elmhurst Occupational Health Services Substance Abuse Random Management Program Agreement
- n. Ordinance Approving Amending Title 9, Entitled “Forest Park Zoning Ordinance,” of the Village Code of the Village of Forest Park (Text Amendment: “Live Music and Dancing”) ZBA 2021-02
- o. Motion to direct Fire and Police Commission to make one (1) promotion in the Police Department Lieutenant rank; one (1) promotion in the Police Department Sergeant rank; and, make three (3) offers of employment to the next eligible Police Officers
- p. Approval of Raffle License Application submitted by Oak Park Windmills of Forest Park (Softball Organization)
- q. Resolution Approving the Execution of a Release and Settlement Agreement Re: Gomez v. Village of Forest Park, Case No. 18-CV-910
- r. Resolution Authorizing the Village of Forest Park to Participate in the National Multistate Opioid Settlement and Authorizing the Execution of Related Settlement Agreements

10. ADMINISTRATOR’S REPORT

11. COMMISSIONER REPORTS

- a. Mayor – Recognition of Service Anniversaries of Various Village Employees

12. CLOSED SESSION (pursuant to 5 ILCS 120/2(c) (1-Consideration of the Employment, Compensation, or Discipline of a specific employee of the public body; 5-Purchase of Real Property))

13. COUNCIL CONSIDERATION AND ACTION REGARDING EMPLOYEE APPEAL HEARING

14. ADJOURNMENT

**THE REGULAR MEETING OF THE COUNCIL OF THE
VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS
HELD ON MONDAY EVENING, NOVEMBER 22, 2021**

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

ROLL CALL

Commissioners Byrnes, Maxham, Voogd and Mayor Hoskins answered the Roll Call. Commissioner Nero was absent. Clerk Moritz noted that due to technical problems, this meeting is not available for streaming or remote attendance through Zoom.

APPROVAL OF THE MINUTES OF PREVIOUS MEETINGS

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the minutes from the November 8, 2021, Regular Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the minutes from the November 8, 2021, Closed Session Meeting of the Council be approved without reading as each member has received a copy thereof.

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

PUBLIC COMMENT

None

COMMUNICATIONS:

Ms. Courtney Kashima of Muse Community Design gave a presentation related to future public engagement efforts concerning planning of the village's Altenheim property. The purpose is to get the conversation going early to plan the future of the site now that the buildings have been demolished. Ms. Kashima explained the principals for successful Public/Private Partnerships, highlighting creating a shared vision and the importance of preparation. This is a sizeable property and there are lots of decisions that need to be made. Suggested next steps include establishing a steering committee, holding stakeholder interviews and focus groups, coordinating a visioning meeting to create a vision plan and finally draft a Request for Qualifications to engage a Developer to implement the plan. Ms. Kashima also suggested that the village provide a dedicated web page on their website for this purpose.

DEPARTMENT REPORTS:

The Fire Department submitted its October, 2021 Report.

APPROVAL OF BILLS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution for the payment of bills be adopted. The bills totaled \$1,253,777.40.

**R-95-21
RESOLUTION APPROVING
BILLS IN THE AMOUNT OF
\$1,253,777.40
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

UNFINISHED BUSINESS:

None

NEW BUSINESS:

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to direct the Forest Park Board of Fire and Police Commissioners to appoint one candidate from its current Police Lieutenant Eligibility list, one candidate from its current Police Sergeant Eligibility list and one candidate from its Probationary Police Officer Eligibility list to fill vacancies.

**BOARD OF FIRE AND
POLICE COMMISSIONERS
DIRECTED TO MAKE
POLICE PROMOTIONS AND
HIRES**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the Ordinance amending Section 3-3-6, entitled "License Fee and Number of Chapter 3, entitled "Liquor Control" of Title 3, entitled "Business and License Regulations" of the village code of ordinances of the Village of Forest Park, Cook County, Illinois, be adopted. It was noted that this will create an additional A-8 liquor license to accommodate Foundry FP.

**O-40-21
ORDINANCE AMENDING
NUMBER OF LIQUOR
LICENSE
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Byrnes that the Entertainment License Application submitted by Lantern Haus, 7414 Madison Street be approved.

**LANTERN HAUS
ENTERTAINMENT LICENSE
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Voogd to authorize the Mayor's signature on an agreement with Four Winds Casino Shuttle, associated with Senior Citizen and Community Relations functions organized by the Community Center.

**COMMUNITY CENTER
AGREEMENT
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

It was moved by Commissioner Voogd and seconded by Commissioner Maxham that the Resolution approving an Intergovernmental Agreement for the provision of Environmental Health Inspection Services be adopted.

**R-96-21
RESOLUTION APPROVING
IGA FOR HEALTH
INSPECTION SERVICES
WITH COOK COUNTY
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Voogd that the Resolution approving a 2022 Paratransit Service Provider Agreement between Suburban Bus Division of the Regional Transit Authority (PACE) and the Village of Forest Park be adopted.

**R-97-21
RESOLUTION APPROVING
2022 PACE PARATRANSIT
AGREEMENT
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero
The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham that the Resolution determining the Estimated Property Taxes to be levied by the Village of Forest Park for the 2021 Tax Year be adopted.

**R-98-21
RESOLUTION
DETERMINING ESTIMATED
2021 PROPERTY TAX LEVY
APPROVED**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero
The motion carried.

It was moved by Commissioner Byrnes and seconded by Commissioner Maxham to approve the raffle license application submitted by Richard Polfus for the Forest Park Toy Drive to be held at Doc Ryan's on December 11, 2021.

**FOREST PARK TOY DRIVE
RAFFLE LICENSE
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero
The motion carried.

It was moved by Commissioner Maxham and seconded by Commissioner Voogd to approve the raffle license application submitted by the Historical Society of Forest Park for their fundraiser to be held at O'Sullivan's Public House on January 14, 2022.

**HISTORICAL SOCIETY
RAFFLE LICENSE
APPROVED BY MOTION**

ROLL CALL:

AYES: Commissioners Byrnes, Maxham, Voogd
and Mayor Hoskins

NAYES: None

ABSENT: Commissioner Nero

The motion carried.

ADMINISTRATOR'S REPORT:

None

COMMISSIONER'S REPORTS:

Commissioner Byrnes reported that the Mayor's Toy Drive is being held on December 10th at the Community Center. In addition, the commissioner reminded all that the Chamber's Annual Holiday Walk is on December 3rd from 5-9:00 p.m.

Commissioner Maxham thanked Courtney Kashima for her presentation tonight and wished all a Happy Thanksgiving, stating that she really appreciates all of the people who keep the village going, including the elected officials, department heads, employees, residents, businesses, volunteers and all of the entities in Forest Park.

Commissioner Voogd echoed Commissioner Maxham's sentiments, expressing her gratitude for all of the hard work the department heads put in and all those who do their part in Forest Park. In addition, the commissioner reported that November 28 is the first day of Hanukkah and the village's menorah will be lighted at 4:30 p.m. on Sunday in Constitution Court.

Mayor Hoskins thanked the American Legion for holding their COVID-19 vaccination event, where he received his booster shot. In addition, the mayor reported that he attended the press conference this morning for the child vaccination event, which was held at the schools. Dr. Ngozi Ezike was the special guest speaker at the conference. The menorah lighting event will also be a learning experience for those who attend as Rabbi Bernstein will be attending and will be speaking about the Hanukkah traditions prior to the lighting ceremony. In addition to the holiday walk on December 3rd, the mayor will be swearing in Tim Adams as a new Police Lieutenant as well as Lauren Battistoni as a new Police Sergeant. The oaths will be administered by the mayor at 11:00 in the lower level of village hall for those who want to attend.

ADJOURNMENT

There being no further business to be addressed, Commissioner Voogd moved and Commissioner Byrnes seconded to adjourn into closed session pursuant to 5 ILCS 120/2(c), to consider the employment, appointment, compensation, discipline or termination of specific employees of the public body. The motion carried.

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

Respectfully submitted,

Vanessa Moritz
Village Clerk

MEETING MINUTES

SPECIAL MEETING of the Village Council, Diversity Commission, Environmental Control Commission, Ethics Commission, Fire and Police Commission, Library Board, Recreation Board, Plan Commission, Safety and Traffic Commission, Zoning Board of Appeals of the Village of Forest Park held on Sunday, November 7, 2021 from 2:00 to 5:00 at the Howard Mohr Community Center, 7640 Jackson Boulevard, Forest Park, Illinois. The purpose of the meeting is to conduct a volunteer workshop and networking event.

The Special Meeting/Networking Event commenced at 2:00 p.m. in the rear playground area at the Howard Mohr Community Center.

Village Officials Present: Mayor Hoskins, Commissioners Byrnes, Maxham and Voogd, and, Administrator Amidei.

One or more representatives from the following Village Boards/Commissions/Community Organizations: League of Women Voters, Environmental Commission, The Altenheim, Forest Park Arts Alliance, Forest Park Community Garden, Local Scout Troop 107, Forest Park Public Library, Traffic and Safety Commission, American Legion, Ethics Commission, Park District of Forest Park, Kiwanis, Forest Park Theater Company, Seniors Club, 209 Scholarship, River Edge Hospital, Forest Park School District 91, Forest Park Historical Society, Sarah's Inn, Juneteenth, Forest Park Against Racism as well as other members of the Forest Park community.

Mayor Hoskins, all Commissioners present and the Village Administrator provided some introductory remarks. Mayor Hoskins introduced all of the represented Boards/Commissions/Community Organizations that were present during the event to appear in front of all and give a quick talk of introduction and background regarding what each entity/organization does.

Following the conclusion of the presentations, all those in attendance enjoyed food and drinks that were provided at the event and engaged in networking with one another.

The Special Meeting / Networking event concluded at 5:00 p.m.

Respectfully submitted,

Moses Amidei
Village Administrator

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	\$ -
Public Affairs	\$ 50,406.63
Police Department	\$ 187.33
Community Center	\$ 1,386.50
Accounts & Finance (Clerks Office)	\$ 422,172.19
Accounts & Finance (Fire Department)	\$ 22,348.01
Department of Health & Safety	\$ 4,415.85
Street Department	\$ 143.80
Public Property	\$ 44,097.63
Seizure	\$ 678.63
Federal Custom	\$ 3,718.26
TIF	\$ 1,768.00
VIP	\$ 155,175.83
Water Department	\$ 152,144.47
TOTAL	\$ 858,643.13

ADOPTED BY THE Council of the Village of Forest Park this 13th Day of December, 2021.

Ayes:
Nays:
Absent:

Rory Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk



Account Number	Vendor	Invoice Date	Amount
100-10-101-6120-160	Ambee's Engraving	11/19/2021	100.00
100-10-101-6120-160	Verizon Wireless	11/22/2021	40.19
100-10-101-6120-160	Jennifer Wolfe	09/21/2021	250.00
100-10-101-6120-305	Constant Contact Inc	11/24/2021	459.00
100-10-101-6120-305	Darien Marion-Burton	12/06/2021	425.00
100-10-101-6120-305	HOME DEPOT CREDIT	10/16/2021	41.80
100-10-101-6120-305	HOME DEPOT CREDIT	10/20/2021	28.30
100-10-101-6120-305	Illinois State Police	10/19/2021	15.00
100-10-101-6120-305	Illinois State Police	10/25/2021	15.00
100-10-101-6150-112	Illinois Municipal League	11/22/2021	1,250.00
100-10-101-6150-152	Verizon Wireless	11/22/2021	276.62
100-10-101-6150-152	Verizon Wireless	11/22/2021	84.72
100-10-101-6150-220	Shavon Wesley	11/17/2021	330.00
100-10-101-6150-300	West Suburban Cons Dispatch Center	11/04/2021	42,667.00
100-11-111-6100-120	Techno Consulting Inc	12/01/2021	3,500.00
100-11-111-6110-105	HOME DEPOT CREDIT	11/03/2021	224.00
100-11-111-6110-110	Techno Consulting Inc	12/01/2021	700.00
Public Affairs			50,406.63



Account Number	Vendor	Invoice Date	Amount
100-12-126-6140-112	Forest Printing	11/19/2021	187.33
	Police Department		187.33



Account Number	Vendor	Invoice Date	Amount
100-15-151-6120-305	AA Rental Center	11/22/2021	285.00
100-15-154-6170-110	Karen Dylewski	12/01/2021	949.50
100-15-154-6170-110	Karen Dylewski	12/01/2021	152.00
Community Center			1,386.50



Account Number	Vendor	Invoice Date	Amount
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/01/2021	110,892.00
100-00-000-1201-001	Illinois Counties Risk Management Trust	12/01/2021	170,801.00
100-21-211-5005-002	Blue Cross-Blue Shield of Ill	11/16/2021	118,679.06
100-21-211-5005-002	Fidelity Security Life Ins Co	11/29/2021	89.30
100-21-211-5005-002	Fidelity Security Life Ins Co	11/29/2021	514.92
100-21-211-5005-002	Guardian - Appleton	11/18/2021	7,163.39
100-21-211-6110-110	Xerox Financial Services	11/10/2021	147.54
100-21-211-6110-110	Xerox Financial Services	11/10/2021	67.74
100-21-211-6140-104	Office 8	11/18/2021	215.94
100-21-211-6140-104	Quill	11/04/2021	103.77
100-21-211-6140-104	Quill	11/10/2021	5.83
100-21-211-6140-104	Quill	11/12/2021	348.69
100-21-211-6140-104	Quill	11/17/2021	6.79
100-21-211-6140-104	Quill	11/17/2021	22.48
100-21-211-6140-110	34 Publishing Inc	11/30/2021	3,200.00
100-21-211-6140-112	Amsterdam Printing & Litho	11/17/2021	250.18
100-21-211-6140-140	Quill	11/04/2021	42.24
100-21-211-6140-140	Quill	11/10/2021	20.26
100-21-211-6140-140	Quill	11/17/2021	96.19
100-21-211-6150-116	The Blue Line	11/12/2021	298.00
100-21-211-6150-150	AT&T	11/19/2021	461.57
100-21-211-6150-150	AT&T	11/19/2021	874.20
100-21-211-6150-150	AT&T	11/25/2021	110.64
100-21-211-6150-150	AT&T	11/25/2021	55.32
100-21-211-6150-150	AT&T	11/25/2021	56.54
100-21-211-7000-080	Xerox Financial Services	11/10/2021	120.89
100-21-211-7000-080	Xerox Financial Services	11/10/2021	1,684.21
100-22-221-6320-310	Christopher Burke Engineering LTD	11/29/2021	5,843.50
Accounts & Finance (Clerks Office)			422,172.19



Account Number	Vendor	Invoice Date	Amount
100-30-302-6110-150	Verizon Wireless	11/22/2021	154.90
100-30-303-6100-160	Metro Paramedic Services Inc	11/17/2021	37,738.00
100-30-303-6100-160	Metro Paramedic Services Inc	11/17/2021	(15,614.94)
100-30-303-6145-300	Linde Gas North America LLC	07/30/2021	70.05
Accounts & Finance (Fire Department)			22,348.01



Account Number	Vendor	Invoice Date	Amount
100-40-401-5000-017	Lakeside Consultants LLC	11/30/2021	520.00
100-40-401-5000-017	Raymond Traynor	11/29/2021	1,215.00
100-40-402-6141-003	Christopher Burke Engineering LTD	11/29/2021	260.00
100-40-402-6141-003	Christopher Burke Engineering LTD	11/29/2021	208.00
100-40-402-6150-232	B&F Construction Code Service	09/30/2021	300.10
100-40-402-6150-232	B&F Construction Code Service	11/22/2021	267.75
100-40-402-6150-232	Lakeside Consultants LLC	11/30/2021	150.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	05/19/2021	150.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/15/2021	95.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	11/22/2021	50.00
100-40-403-6140-206	Smithereen Pest Mgmt Services	12/01/2021	1,200.00
Department of Health & Safety			4,415.85



Account Number	Vendor	Invoice Date	Amount
100-50-502-6185-110	Traffic Control & Protection	11/23/2021	143.80
	Street Department		143.80



Account Number	Vendor	Invoice Date	Amount
100-55-552-6180-114	Case Lots Inc	11/15/2021	598.80
100-55-553-6180-150	Lyons Pinner Electric Co	11/23/2021	342.08
100-55-553-6180-150	Lyons Pinner Electric Co	11/24/2021	29,986.00
100-55-553-6180-150	Lyons Pinner Electric Co	11/28/2021	147.08
100-55-553-6180-150	Lyons Pinner Electric Co	11/28/2021	1,348.90
100-55-553-6180-160	Com Ed	11/10/2021	203.25
100-55-553-6180-160	Com Ed	11/24/2021	26.20
100-55-553-6180-160	Com Ed	11/24/2021	29.36
100-55-553-6180-160	Com Ed	11/24/2021	25.83
100-55-553-6180-160	Com Ed	11/24/2021	36.15
100-55-553-6180-160	Com Ed	11/24/2021	206.89
100-55-553-6180-160	Com Ed	11/29/2021	30.32
100-55-553-6180-160	Com Ed	11/29/2021	48.01
100-55-555-6180-100	Comcast	11/08/2021	192.00
100-55-555-6180-100	Quill	11/04/2021	135.92
100-55-555-6180-100	Quill	11/10/2021	191.00
100-55-555-6180-100	Quill	11/17/2021	38.80
100-55-555-6180-100	West Town Mechanical	11/23/2021	484.00
100-55-555-6180-110	Comcast	11/12/2021	2.10
100-55-555-6180-110	Comcast	11/13/2021	128.95
100-55-555-6180-140	Comcast	11/07/2021	2.10
100-55-555-6180-140	Comcast	11/22/2021	170.60
100-55-555-6180-140	Comcast	11/28/2021	2.10
100-55-555-6180-140	Reliable Fire & Security	11/22/2021	692.65
100-55-570-6155-106	CCP INDUSTRIES INC	11/22/2021	105.97
100-55-570-6155-106	Fleet Safety Supply	11/18/2021	694.00
100-55-570-6155-106	Fleet Safety Supply	11/19/2021	612.67
100-55-570-6155-106	Kimball Midwest	11/16/2021	367.74
100-55-570-6155-106	Kimball Midwest	11/16/2021	342.82
100-55-570-6155-106	Kimball Midwest	11/17/2021	208.49
100-55-570-6155-112	AM Auto Glass & Windows	10/19/2021	185.00
100-55-570-6155-112	Fire Service Inc	11/03/2021	850.00
100-55-570-6155-112	Fire Service Inc	11/03/2021	1,782.68
100-55-570-6155-112	McCann Industries Inc.	11/23/2021	2,054.17
100-55-580-6180-302	Davis Tree Care	11/23/2021	1,825.00
Public Property			44,097.63



Account Number	Vendor	Invoice Date	Amount
230-00-000-6150-152	Verizon Wireless	11/22/2021	211.57
230-00-000-6150-152	Verizon Wireless	11/22/2021	92.06
230-00-000-6900-230	North East Multi-Reg Training	11/08/2021	375.00
	Seizure		678.63



Account Number	Vendor	Invoice Date	Amount
232-00-000-6900-232	Artistic Engraving	11/12/2021	89.61
232-00-000-6900-232	Comcast	11/22/2021	141.44
232-00-000-6900-232	Calibre Press	09/21/2021	597.00
232-00-000-6900-232	CDS Office Technologies	09/30/2021	1,200.00
232-00-000-6900-232	Thomson Reuters-West	11/01/2021	386.25
232-00-000-6900-232	J.G. Uniforms	11/17/2021	855.00
232-00-000-6900-232	No. Illinois Police Alarm System	11/13/2021	116.00
232-00-000-6900-232	Ray O'Herron Co Inc	11/12/2021	29.90
232-00-000-6900-232	Ray O'Herron Co Inc	11/26/2021	117.36
232-00-000-6900-232	Ray O'Herron Co Inc	11/29/2021	110.70
232-00-000-6900-232	Steve Zaroni	11/11/2021	75.00
Federal Customs			3,718.26



Account Number	Vendor	Invoice Date	Amount
302-00-000-6185-700	Christopher Burke Engineering LTD	11/29/2021	884.00
304-00-000-6185-700	Christopher Burke Engineering LTD	11/29/2021	884.00
		TIF	1,768.00



Account Number	Vendor	Invoice Date	Amount
312-00-000-6100-105	Christopher Burke Engineering LTD	11/29/2021	1,664.00
312-00-000-6150-152	Christopher Burke Engineering LTD	11/29/2021	456.00
312-00-000-6150-152	Verizon Wireless	11/22/2021	38.01
312-00-000-6310-005	Amalgamated Bank of Chgo.	12/01/2021	475.00
312-00-000-7000-108	Christopher Burke Engineering LTD	11/29/2021	312.00
312-00-000-7000-108	Christopher Burke Engineering LTD	11/29/2021	208.00
312-00-000-7000-108	Chicagoland Paving Contractors Inc	11/18/2021	106,590.53
312-00-000-7000-135	Christopher Burke Engineering LTD	11/29/2021	208.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/29/2021	1,872.00
312-00-000-7000-312	Christopher Burke Engineering LTD	11/29/2021	5,338.00
312-00-000-7000-312	Illinois Section American Society of Civil Engineers	11/17/2021	30.00
312-00-000-7000-312	Illinois Section American Society of Civil Engineers	11/17/2021	30.00
312-00-000-7000-312	Uno Construction Co Inc	12/03/2021	37,954.29
	VIP		155,175.83



Account Number	Vendor	Invoice Date	Amount
501-80-800-6100-105	Christopher Burke Engineering LTD	11/29/2021	1,035.36
501-80-800-6100-105	Christopher Burke Engineering LTD	11/29/2021	832.00
501-80-800-6110-105	Springbrook Holding Company LLC	11/29/2021	2,100.00
501-80-800-6110-105	Verizon Wireless	11/22/2021	36.01
501-80-800-6150-150	AT&T	11/25/2021	59.30
501-80-800-6150-154	Com Ed	11/09/2021	97.26
501-80-800-6150-154	Com Ed	11/10/2021	20.83
501-80-800-6800-151	Core & Main LP	11/19/2021	191.07
501-80-800-6800-153	Comcast	11/06/2021	82.40
501-80-800-6800-153	Grainger Inc.	11/16/2021	12.98
501-80-800-6800-153	Reliable Fire & Security	11/22/2021	111.00
501-80-800-6800-153	Reliable Fire & Security	11/22/2021	145.95
501-80-800-6800-153	West Town Mechanical	11/22/2021	894.85
501-80-800-6800-176	Core & Main LP	11/19/2021	2,256.00
501-80-800-6800-176	Core & Main LP	11/19/2021	1,128.00
501-80-800-7000-010	Chicagoland Paving Contractors Inc	11/18/2021	32,719.15
501-80-800-7000-020	Christopher Burke Engineering LTD	11/29/2021	5,338.00
501-80-800-7000-020	Uno Construction Co Inc	12/03/2021	105,084.31
Water Department			152,144.47

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

Rory E. Hoskins
MAYOR

517 DESPLAINES AVENUE
FOREST PARK, IL 60130
PH: 708-366-2323
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Joseph Byrnes
COMMISSIONER
ACCOUNTS & FINANCE

Ryan Nero
COMMISSIONER
STREETS & PUBLIC IMPROVEMENTS

Jessica L. Voogd
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PUBLIC PROPERTY

Maria Maxham
COMMISSIONER
PUBLIC HEALTH & SAFETY

Moses E. Amidei
VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

TO: Mayor Hoskins
Commissioners
Village Administrator Amidei

FROM: Letitia Olmsted, Finance Director

DATE: December 7, 2021

RE: 2021 Tax Levy for December 13, 2021 agenda

The proposed levy for the Village and the Library is a 5.0% increase over the amount extended for tax year 2020. The 2020 combined levy was also proposed at a 5.0% increase, and was reduced to 3.0% by the Cook County Clerk. The proposed levy at 5.0% would procure maximum funds in the event that the Equalized Assessed Valuation (EAV) increases for tax year 2021.

The worksheet shows the 2020 levy as passed by Village Council, the final amount that was extended for year 2020 by the County, and 2021 as proposed. For tax year 2020, both the Village and Library levies were reduced by the County based upon the limiting rate established under CPI and the EAV.

	2020 Tax Year		2021 Tax Year		
	Original Levy	Extended levy	Proposed	Increase / (Decrease)	
Village Levy	2,895,000	2,690,162	2,711,500	21,338	0.8%
Police Pension Levy	1,410,000	1,452,300	1,723,526	271,226	18.7%
Fire Pension Levy	1,115,000	1,148,450	1,210,427	61,977	5.4%
Total General Fund	5,420,000	5,290,912	5,645,453	354,541	6.7%
IMRF Fund	295,000	303,850	250,000	(53,850)	-17.7%
Social Security Fund	330,000	339,900	330,000	(9,900)	-2.9%
Total Special Revenue Funds	625,000	643,750	580,000	(63,750)	-9.9%
Total PTELL (capped funds)	6,045,000	5,934,662	6,225,453	290,791	4.9%
Fire Pension PA 93-0689 (non capped)	167,728	172,770	185,246	12,476	7.2%
Total Village Levy	6,212,728	6,107,432	6,410,699	303,267	5.0%
Forest Park Library Fund	2,023,290	1,982,540	2,081,468	98,928	5.0%
TOTAL LEVY	8,236,018	8,089,972	8,492,167	402,195	5.0%

VILLAGE OF



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VILLAGE ADMINISTRATOR

Vanessa Moritz
VILLAGE CLERK

The Village's proposed levy of \$6,410,699 is an increase of \$303,267 or 5% from last year. As proposed, 58% of the levy, or \$3,699,199, is restricted to Police, Fire, IMRF, and Social Security pension funds. The Library's proposed levy of \$2,081,468 is an additional \$98,928 or 5% from last year.

In August 2021, Public Act 102-0519 was signed into law. The Act amends the Property Tax Extension Limitation Law (PTELL) to provide that a taxing district's levy automatically be increased each year to recapture aggregate refunds made in the prior 12 months. Beginning with tax year 2021, a Prior Year Levy adjustment in the amount of \$79,893 for the Village and \$26,435 for the Library will be included on the tax rate reports. These amounts are not subject to PTELL limitation and will not be included in the extended rate for future years

When the levy is filed with the Cook County Clerk, the County will be directed to calculate separate limiting rates for the Village and Library. As well, the Village instructs the County to reduce the Corporate general fund in the event that the levy exceeds the limitation. The levy must be filed no later than December 28, 2021.

ORDINANCE NO. O- -21
THE ANNUAL TAX LEVY ORDINANCE OF THE VILLAGE OF FOREST PARK
COOK COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2021
AND ENDING APRIL 30, 2022

Be it ordained by the Council of the Village of Forest Park, Cook County, Illinois:

Section I: This Ordinance is hereby termed "the Annual Tax Levy Ordinance of the Village of Forest Park, Cook County, Illinois, for the fiscal year beginning May 1, 2021 and ending April 30, 2022."

Section II: The total amount of appropriations for all corporate purposes legally made to be collected from the tax levy of the current year is hereby ascertained to be the sum of eight million, four hundred ninety two thousand, one hundred sixty seven and no/100 Dollars (\$8,492,167.00) for the fiscal year beginning May 1, 2021 and ending April 30, 2022.

Section III: The sum of eight million, four hundred ninety two thousand, one hundred sixty seven and no/100 Dollars (\$8,492,167.00), being the total of appropriations heretofore legally made which are to be collected from the tax levy of the current fiscal year of the Village of Forest Park for all corporate purposes of said Village, be and the same is hereby levied upon all of the taxable property in the Village of Forest Park subject to taxation for the current year, the specific amounts as levied for the various funds being included herein by being placed in separate columns under the heading "Amount Levied," which appears over the same, the tax so levied being for the current fiscal year of said Village, and the purpose for which appropriations are made and the amount appropriated for each purpose, respectively, to be collected from the tax levy is as follows:

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
GENERAL FUND		
OFFICE OF PUBLIC AFFAIRS		
<u>General Public Affairs</u>		
Salary for the Honorable Mayor	\$ 30,000	\$ 30,000
Salary for the Liquor Commissioner	\$ 10,000	\$ 10,000
Salary for Village Prosecutor	\$ 38,000	\$ -
Salaries for Support Staff	\$ 213,288	\$ 50,000
Commissions	\$ 42,038	\$ -
Codification of Village Code	\$ 6,185	\$ -
Legal Services/Labor Negotiations	\$ 270,670	\$ -
Consolidated Dispatch Service	\$ 634,399	\$ -
Consulting Services	\$ 78,678	\$ -
IT Village-wide	\$ 139,612	\$ -
Community Relations / Office Expenses	\$ 100,960	\$ -
Business Agreements	\$ 8,625	\$ -
Total for General Public Affairs	\$ 1,572,453	\$ 90,000
<u>Police Department</u>		
Management and Office Salaries	\$ 1,610,885	\$ 350,000
Law Enforcement Expenses	\$ 385,598	\$ -
Officer Salaries	\$ 3,960,665	\$ 500,000
Total Police Department	\$ 5,957,148	\$ 850,000
<u>Community Center</u>		
Salaries	\$ 448,602	\$ 58,000
Community Relations / Office Expenses	\$ 14,145	\$ -
Day Care Costs	\$ 24,125	\$ -
Events / Senior Services	\$ 133,100	\$ -
RTA Salaries	\$ 79,160	\$ -
RTA Office / Equipment Expense	\$ 1,250	\$ -
Total Community Center	\$ 700,382	\$ 58,000
TOTAL FOR OFFICE OF PUBLIC AFFAIRS	\$ 8,229,982	\$ 998,000

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
OFFICE OF ACCOUNTS AND FINANCE		
<u>Accounts and Finance</u>		
Commissioner of Accounts and Finance	\$ 10,000	\$ 10,000
Salaries	\$ 238,586	\$ 70,000
Village Clerk / HR Administrator	\$ 100,000	\$ -
Insurance Benefits	\$ 2,392,174	\$ -
Audit/Consulting Services	\$ 32,340	\$ -
Office Equipment and Supplies	\$ 518,850	\$ -
Foreign Fire Insurance Tax	\$ 40,000	\$ -
Debt Certificate Payments	\$ 294,448	\$ -
Police Pension Cost	\$ 3,533,863	\$ 1,723,526
Fire Pension Cost	\$ 2,437,207	\$ 1,210,427
Federal Grants	\$ 1,466,283	\$ -
State Grants	\$ 744,410	\$ -
Local Grants	\$ 20,000	\$ -
Liability Insurance	\$ 832,671	\$ 300,000
Total Clerk's Office	\$ 12,660,834	\$ 3,313,953
<u>Fire Department</u>		
Management and Office Salaries	\$ 643,959	\$ 90,000
Firefighter Salaries	\$ 2,146,982	\$ 500,000
Firefighting Equipment / Expenses	\$ 210,874	\$ -
Community Relations / Office Expenses	\$ 16,733	\$ -
Paramedic Services	\$ 582,762	\$ 300,000
Total Fire Department	\$ 3,601,309	\$ 890,000
TOTAL FOR OFFICE OF ACCOUNTS AND FINANCE	\$ 16,262,142	\$ 4,203,953
OFFICE OF HEALTH AND SAFETY		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 253,013	\$ 48,500
Plan Review / Inspections	\$ 172,500	\$ -
Community Relations / Office Expenses	\$ 24,000	\$ -
TOTAL OFFICE OF HEALTH AND SAFETY	\$ 459,513	\$ 58,500
OFFICE OF STREETS AND PUBLIC IMPROVEMENTS		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 315,473	\$ 120,000
Community Relations / Office Expenses	\$ 4,380	\$ -
Street Maintenance, Equipment, and Supplies	\$ 1,493,663	\$ -
TOTAL OFFICE OF STREETS AND PUBLIC IMPROVEMENTS	\$ 1,823,516	\$ 130,000
OFFICE OF PUBLIC PROPERTY		
Commissioner	\$ 10,000	\$ 10,000
Salaries	\$ 591,042	\$ 175,000

	<u>Amount</u> <u>Appropriated</u>	<u>Amount Levied</u>
Community Relations / Office Expenses	\$ 258,633	\$ -
Property Maintenance	\$ 460,989	\$ -
Total General Public Property	\$ 1,320,664	\$ 185,000
<u>Street and Traffic Lighting</u>	\$ 357,697	\$ -
<u>Fleet Maintenance</u>	\$ 519,570	\$ -
<u>Forestry</u>		
Salaries	\$ 218,462	\$ 70,000
Other Forestry Expenses	\$ 68,785	\$ -
Total Forestry	\$ 287,247	\$ 70,000
<u>Playgrounds and Recreation</u>		
Playground Maintenance / Improvement	\$ 13,750	\$ -
Dog Park	\$ 3,000	\$ -
Total for Playgrounds and Recreation	\$ 16,750	\$ -
TOTAL OFFICE OF PUBLIC PROPERTY	\$ 2,501,928	\$ 255,000
TOTAL GENERAL FUND	\$ 29,277,082	\$ 5,645,453
SPECIAL REVENUE FUNDS		
OFFICE OF ACCOUNTS AND FINANCE		
<u>IMRF Fund</u>	\$ 350,000	\$ 250,000
<u>Social Security Fund</u>	\$ 385,000	\$ 330,000
TOTAL SPECIAL REVENUE FUNDS OFFICE OF ACCOUNTS AND FINANCE	\$ 735,000	\$ 580,000
TOTAL VILLAGE FUNDS CAPPED	\$ 30,012,082	\$ 6,225,453
FIRE PENSION PA 93-0689 CONTRIBUTION EXEMPT FROM PTELL		\$ 185,246
TOTAL VILLAGE OF FOREST PARK FUNDS	\$ 30,012,082	\$ 6,410,699
FREE PUBLIC LIBRARY		
<u>Corporate</u>		
Salaries	\$ 1,123,241	\$ 1,115,399
Office Expenses / Equipment	\$ 484,149	\$ 474,000
Circulation Collection	\$ 273,900	\$ 260,900
<u>Special Tax Expenses</u>		
Building and Grounds Maintenance	\$ 80,000	\$ 71,169
Unemployment Insurance	\$ 8,000	\$ 5,000
Workmen's Compensation	\$ 8,000	\$ 5,000
FICA	\$ 60,000	\$ 50,000
Public Liability Insurance	\$ 22,000	\$ 21,000

	<u>Amount Appropriated</u>	<u>Amount Levied</u>
IMRF	\$ 75,000	\$ 70,000
Audit	\$ 9,000	\$ 9,000
TOTAL FREE PUBLIC LIBRARY FUND	\$ 2,143,290	\$ 2,081,468
TOTAL AMOUNT APPROPRIATED / LEVIED	<u>\$ 32,155,372</u>	<u>\$ 8,492,167</u>

Section IV: The total amount of eight million, four hundred ninety two thousand, one hundred sixty seven and no/100 Dollars (\$8,492,167.00) ascertained above, be and is hereby levied and assessed on all property subject to taxation within the Village of Forest Park according to the value of said property as assessed and equalized for state, county, and municipal purposes for the current year.

Section V: This Ordinance is adopted pursuant to the procedures set forth in the Illinois Municipal Code.

Section VI: There is hereby certified to the County Clerk of Cook County, Illinois, the several sums above, constituting said total amount of eight million, four hundred ninety two thousand, one hundred sixty seven and no/100 Dollars (\$8,492,167.00), which said total amount the Village of Forest Park, Cook County, Illinois, requires to be raised by taxation for the current fiscal year of said Village, and the Village Clerk of said Village is hereby ordered and directed to file with the County Clerk of Cook County, Illinois, on or before the time required by law, a certified copy of this Ordinance.

Section VII: If any item, purpose, sentence or portion thereof of this Ordinance be, for any reason, held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance, and any ordinance or parts of any ordinance in conflict herewith are repealed.

Section VIII: This Ordinance shall be in full force and effect from and after its passage and approval.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois, this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Approved:

Mayor

Attest:

Village Clerk

**A RESOLUTION DIRECTING THE COUNTY CLERK TO CALCULATE
SEPARATE LIMITING RATES FOR THE TAX LEVY OF THE VILLAGE OF
FOREST PARK, ILLINOIS FOR THE 2021 TAX LEVY YEAR**

WHEREAS, pursuant to section 18-195 of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 *et seq.*) the corporate authorities of a municipality may request the county clerk to calculate separate limiting rates for the library funds and the aggregate of the other village funds.

WHEREAS, the corporate authorities of the Village of Forest Park have determined that it is in the best interest of the Village to request the Cook County Clerk to calculate separate limiting rates for purposes of the Property Tax Extension Limitation Law.

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

Section 1. Direction to the County Clerk to Calculate Separate Limiting Rates.

The corporate authorities of the Village of Forest Park, Illinois, do hereby request and direct the Cook County Clerk to calculate separate limiting rates for the library funds and the aggregate of the other Village funds for the purposes of the Property Tax Extension Limitation Law, (35 ILCS 200/18-185 *et seq.*) for the Village of Forest Park 2021 tax levy.

Section 2. Direction to File Resolution with County Clerk.

The Village Clerk, or her designee, be and is hereby authorized and directed to cause a certified copy of this Resolution to be filed with the Tax Extension Division of the Cook County Clerk's Office.

Section 3. Effective Date.

This Resolution shall take effect upon its passage, as provided by law.

Resolved this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

**AN ORDINANCE SPECIFYING THOSE FUNDS TO BE REDUCED
BY THE COUNTY CLERK IN THE EVENT THAT THE VILLAGE'S
ANNUAL TAX LEVY EXCEEDS A STATUTORY TAX LIMITATION**

WHEREAS, the Village of Forest Park is a municipal corporation of the State of Illinois and is subject to the Property Tax Extension Limitation Law ("PTELL"); and

WHEREAS, the Clerk of Cook County is required to reduce proportionally the levy of each fund subject to the Act in the event the levy exceeds the applicable statutory tax cap limitation, unless otherwise directed by the Village in the form of a resolution or ordinance specifying an alternative allocation; and

WHEREAS, the corporate authorities of the Village have reviewed the current status of the tax cap limitation and its possible effect upon property tax levy revenues and have determined that any amount by which the Village levy exceeds a tax cap limitation should be borne by the fund(s) set forth in this Ordinance so as not to impact adversely the ongoing operations and provisions of services as maintained by the Village.

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

Section 1. The foregoing recital clauses to this Ordinance are adopted by the corporate authorities as their findings of fact and are incorporated herein by specific reference.

Section 2. The Clerk of Cook County is directed to reduce the levy for the fund(s) listed below by the amount necessary to prevent the total levy from exceeding the tax cap limitation imposed under the Property Tax Extension Limitation Law for the 2021 tax extension:

<u>DESCRIPTION FUND</u>	<u>PERCENT OF EXCESS AMOUNT BY WHICH FUND TO BE REDUCED</u>
Corporate Fund	<u>100%</u>
Total	100%

Section 3. Only the fund(s) listed and identified in Section 2 shall be reduced in the event that the Village tax levy for 2021 exceeds the tax cap limitation. In the event that the fund(s) identified in Section 2 is less than the amount of the necessary reduction, the remainder of the reduction shall be proportionally allocated among all remaining funds.

Section 4. This Ordinance is not a modification of any prior ordinance relating to the real property taxes levied by the Village with respect to real property located within the Village and is intended solely to provide direction to the County Clerk of Cook County regarding the allocation of the reduction in total extended levy in excess of the tax cap limitation imposed under PTELL. Any ordinance or portion of an ordinance in conflict with the provisions of this Ordinance is hereby repealed solely to the extent of such conflict.

Section 5. The Village Clerk is directed to file, or cause to be filed, a certified copy of this Ordinance with the Clerk of Cook County.

Section 6. 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

RESOLUTION NO. R-_____-21

**RESOLUTION AUTHORIZING THE QUALIFIED BIDDING SELECTION
("QBS") OF CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PHASE I/II/III ENGINEERING SERVICES FOR THE
FOREST PARK COMMUTER BIKE FACILITIES PROJECT**

WHEREAS, the Illinois Department of Transportation ("IDOT"), through its Illinois Transportation Enhancement Program ("ITEP"), solicited grant applications from municipalities to provide funding for community-based projects that expand pedestrian/bicycle travel choices and enhance the transportation experience and infrastructure; and

WHEREAS, the Village of Forest Park ("Village") made application for an ITEP grant for the Forest Park Bike Commuter Facilities Project ("Project"), with a total Project budget cost of One Hundred Twenty-Six Thousand Five Hundred Seventy and 00/100 Dollars (\$126,570.00), and was awarded an amount not to exceed One Hundred Thirteen Thousand Nine Hundred Six and 00/100 Dollars (\$113,906.00) ("Grant"); and

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

WHEREAS, the Village, in accordance with the Village's approved QBS Policy and Procedures pursuant to Section 1-8A-6 of the Village Code, advertised a Request for Qualifications ("RFQ") to procure the necessary Phase I/II/III engineering services for the Project; and

WHEREAS, the Village received one (1) response from Christopher B. Burke Engineering, Ltd. ("CBBEL") in reply to the RFQ; and

WHEREAS, since less than three (3) responses were received in reply to the RFQ, the Village requested IDOT approval of the Village's QBS Policy and Procedures for the RFQ; and

WHEREAS, IDOT did approve the Village's QBS Policy and Procedures regarding the RFQ and found the sole reply by CBBEL to be in substantial conformance with the Grant QBS requirements; and

WHEREAS, the Village has reviewed the CBBEL response to the RFQ and has determined that it is in the best interest to select CBBEL to provide the Phase I/II/III engineering services for the Project, subject to negotiating and finalizing with CBBEL the Local Agency Engineering

Services Agreement (“LAES Agreement”), for the scope and cost of the required Project engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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 incorporated herein adopted as part of this Resolution.

Section 2. The Village hereby selects CBBEL, pursuant to the Village’s QBS Policy and Procedures and IDOT approval, to provide Phase I/II/III engineering services for the Project, pursuant to the Grant, subject to finalizing and entering into the LAES Agreement with CBBEL for the Project.

Section 3. The Village Administrator is authorized to execute any and all documents required or as may be necessary for the QBS selection of CBBEL for the Project, pursuant to the Grant.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 13, 2021

Issue Statement

Request for Village Council action regarding the selection of Phase I/II/III Engineering Consultant related to the Commuter Bike Facilities Project

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.

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.

A few months ago in August, the Village Council authorized an amendment to its Village Code (Section 1-8A-6) that adopted a QBS Selection Policy and related procedures. Following the adoption of same, the Village solicited proposals, per its QBS policy, in efforts to select a Phase I/II/III engineering consultant for this project.

Despite our best efforts, only one (1) consultant submitted a proposal (Christopher B. Burke Engineering, Ltd.). Per our policy, staff (Administrator/Public Works Director/Finance Director) has reviewed said proposal and recommends that the Village Council concur with the selection of Christopher B. Burke Engineering, Ltd. as the Phase I/II/III consultant for this project.

Unlike other grants, where the Village normally enters into a “grant agreement” with the awarding agency, this will not be the case in this instance, as this is a federally funded project that IDOT administers. As the attachments suggest, IDOT forms will be used as the medium of all applicable project agreements.

Copies of IDOT’s BLR Forms 05530 and 05514 are attached. These forms are also being provided to the Council for your review only at this time. These forms serve as the “engineering agreement” for the project. What is being proposed, in terms of engineering services fees related to this project by the consultant (Burke),

matches the sums noted in the original project estimate (see below). You will note that that at this time, only Phase I and II engineering forms need to be submitted to IDOT now. The Phase III form(s) will be submitted at a later date, when required from IDOT.

Following the submittal of these two BLR forms, which confirm the selection of the consultant for this project, additional forms/agreements will be forthcoming from IDOT that will require Village Council approval as this project progresses through IDOT's administration of this federally funded project. At a future Village Council Meeting, the Council will be asked to consider the final IDOT approved versions of these forms, as well as other IDOT project-related forms (agreements). At this time, the only action that is being asked of the Village Council is for your concurrence to select Christopher Burke Engineering, Ltd. as the Phase I/II/III consultant for this project.

Type of Work	Federal Share	Sponsor Share (Local Match)	Ineligible Items	Totals
Preliminary Engineering I	\$4,050	\$1,010	\$0	\$5,060
Preliminary Engineering II	\$8,100	\$2,030	\$0	\$10,130
Right-of-Way Acquisition (50/50)	\$0	\$0	\$0	\$0
Street Lighting (50/50)	\$0	\$0	\$0	\$0
Utility Relocations	\$0	\$0	\$0	\$0
Construction	\$81,000	\$20,250	\$0	\$101,250
Construction Engineering	\$8,100	\$2,030	\$0	\$10,130
Total Project Costs	\$101,250	\$25,320	\$0	\$126,570

For the Council's reference, the following attachments are being provided to you:

1. IDOT's BLR Forms 05530 and 05514 (Related to consultant/engineering services);
2. Copy of RFQ advertised by the Village soliciting consultant submittals;
3. Copy of Burke proposal;
4. Email excerpt from IDOT confirming and accepting the Village's QBS solicitation efforts.

RESOLUTION NO. R-_____-21

**RESOLUTION AUTHORIZING THE QUALIFIED BIDDING SELECTION
("QBS") OF CHRISTOPHER B. BURKE ENGINEERING, LTD.
FOR PHASE I/II/III ENGINEERING SERVICES FOR THE
FOREST PARK COMMUTER BIKE FACILITIES PROJECT**

WHEREAS, the Illinois Department of Transportation ("IDOT"), through its Illinois Transportation Enhancement Program ("ITEP"), solicited grant applications from municipalities to provide funding for community-based projects that expand pedestrian/bicycle travel choices and enhance the transportation experience and infrastructure; and

WHEREAS, the Village of Forest Park ("Village") made application for an ITEP grant for the Forest Park Bike Commuter Facilities Project ("Project"), with a total Project budget cost of One Hundred Twenty-Six Thousand Five Hundred Seventy and 00/100 Dollars (\$126,570.00), and was awarded an amount not to exceed One Hundred Thirteen Thousand Nine Hundred Six and 00/100 Dollars (\$113,906.00) ("Grant"); and

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

WHEREAS, the Village, in accordance with the Village's approved QBS Policy and Procedures pursuant to Section 1-8A-6 of the Village Code, advertised a Request for Qualifications ("RFQ") to procure the necessary Phase I/II/III engineering services for the Project; and

WHEREAS, the Village received one (1) response from Christopher B. Burke Engineering, Ltd. ("CBBEL") in reply to the RFQ; and

WHEREAS, since less than three (3) responses were received in reply to the RFQ, the Village requested IDOT approval of the Village's QBS Policy and Procedures for the RFQ; and

WHEREAS, IDOT did approve the Village's QBS Policy and Procedures regarding the RFQ and found the sole reply by CBBEL to be in substantial conformance with the Grant QBS requirements; and

WHEREAS, the Village has reviewed the CBBEL response to the RFQ and has determined that it is in the best interest to select CBBEL to provide the Phase I/II/III engineering services for the Project, subject to negotiating and finalizing with CBBEL the Local Agency Engineering

Services Agreement (“LAES Agreement”), for the scope and cost of the required Project engineering services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and 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 incorporated herein adopted as part of this Resolution.

Section 2. The Village hereby selects CBBEL, pursuant to the Village’s QBS Policy and Procedures and IDOT approval, to provide Phase I/II/III engineering services for the Project, pursuant to the Grant, subject to finalizing and entering into the LAES Agreement with CBBEL for the Project.

Section 3. The Village Administrator is authorized to execute any and all documents required or as may be necessary for the QBS selection of CBBEL for the Project, pursuant to the Grant.

Section 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Mayor Rory E. Hoskins

ATTEST:

Vanessa Moritz, Village Clerk

Village of Forest Park, Illinois
Request for Qualifications
Commuter Bike Facilities
ITEP #143019
Phase I/II/III Engineering Services

The Village of Forest Park hereby invites Statements of Qualifications (SOQs) from IDOT pre-qualified engineering firms to assist the Village in completing Phase I/II/III Engineering for the Commuter Bike Facilities Project in Forest Park, Illinois. Phase I/II/III Engineering Services and Construction for the project will be funded through the federal ITEP program and a 20% local match. Therefore, all work must be performed in accordance with Federal Highway Administration (FHWA) and Illinois Department of Transportation (IDOT) guidelines. As part of the selection process, interested consultants are required to submit a Statement of Qualifications to perform the requested work.

Information about the project, scope of services requested, SOQ requirements and selection criteria can be found on the homepage of the Village's internet website: <http://www.forestpark.net>

Interested firms shall electronically submit (via email) their Statement of Qualifications in PDF format no later than three o'clock pm (3:00 p.m.) on Friday, September 17, 2021. Late submittals will not be considered. Interviews with consultants may be required but are not anticipated at this time.

Based upon review of the Statements of Qualifications, a fee proposal will be requested from the highest-ranked consultant.

The SOQ and any questions shall be sent via email to: Vanessa Moritz, Village Clerk – vmoritz@forestpark.net

PROJECT BACKGROUND

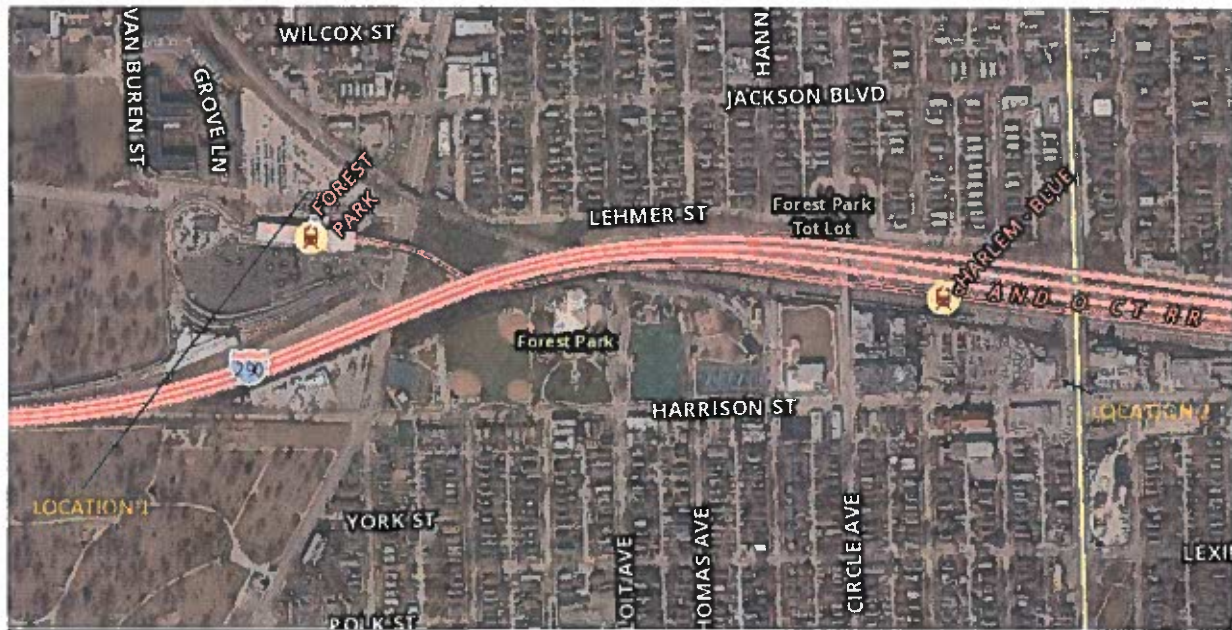
The project consists of installing bicycle commuter appurtenances such as racks and pedestrian lighting near two high volume CTA Blue Line stops. In addition to the appurtenances, some combination curb and gutter, sidewalks, and high visibility crosswalk pavement markings will be installed. This project is listed in the Forest Park Active Transportation Plan. The project will provide a safe location for commuters to park their bicycles or other non-motorized vehicles. The project is located adjacent to the Des Plaines 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 Village of Forest Park is seeking to engage a qualified consultant to provide Phase I/II/III Engineering Services for this project. An exhibit depicting the overall scope and limits of the proposed improvement along with some other background information is included in this Request for Qualifications.

The project is currently targeting a January 2023 letting with construction start anticipated in the April 2023.

Estimated Scope of Construction:

1. Two (2) benches anchored to pavement
2. Two (2) high visibility crosswalk markings
3. Two (2) bike racks
4. 150 LF of combination B6-12 curb and gutter
5. 150 LF of curb and gutter removal
6. 150 SF of detectable warnings
7. 2500 SF of sidewalk removal
8. 2500 SF of sidewalk replacement
9. Four (4) pedestrian lighting units



SCOPE OF SERVICES

The services to be provided related to this RFQ are described below. The selected consultant will be responsible for all Phase I/II/III Engineering Services necessary to design, permit and construct the project. All work must be in accordance with federal project development procedures and adhere to all applicable municipal, FHWA and IDOT standards and requirements.

The Phase I Engineering Scope of Services shall include all preliminary design necessary to obtain IDOT Phase I Design Approval, including the following:

1. IDOT CE 1 No Report

The Phase II Engineering Scope of Services shall include all design, permitting necessary to obtain IDOT and regulatory approvals to be included on an IDOT letting and to construct the project, including the following:

1. Provide necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services for design of the project.
2. Attend progress meetings with the Village and other stakeholders (IDOT, Township, community groups, private property owners and others) as needed, including preparation of the required agendas, exhibits and minutes.
3. Prepare detailed Phase II plans, specifications, estimates and other documents per IDOT standards for Village and IDOT review as necessary for the project to be publicly bid on an IDOT letting.
4. Perform Quality Control/Quality Assurance (QC/QA) and Constructability Reviews.
5. Provide project administration and management.
6. Answer contractor questions and process any required addenda during the bidding period.
7. Provide shop drawing review and respond to contractor Requests for Information (RFI) as requested by the Village.
8. Provide any and all other activities as necessary to successfully complete the Phase II Engineering Services in accordance with IDOT requirements for federally funded projects.
9. The selected Consultant must be familiar with the submittal requirements of IDOT Local Roads. The selected Consultant shall attend with Village staff all appropriate meetings with other agencies involved to ensure appropriate project coordination.

The Phase III Engineering Scope of Services will consist of pre-construction services, construction observation, appropriate IDOT/FHWA documentation, project closeout and all other tasks required to successfully deliver the project in compliance with requirements for federally funded construction projects.

The Village anticipates entering into a Phase I/II/III Engineering agreement with the selected consultant immediately upon Village Council approval of the agreement.

QUALIFICATIONS BASED SELECTION (QBS)

All SOQ submittals shall be a single PDF document no more than 20 pages in length, including cover letter. Resumes do not count toward the 20 pages and tabs and section breaks are not required. The SOQ submittal shall include the following:

1. Cover letter on the letterhead of the firm transmitting the qualifications. Cover letter should include the name of the firm, local address, telephone number, email address and name of contact person.
2. Current IDOT prequalification status. The prime consultant must be prequalified in each of the following:
 - Highways – Roads and Streets
 - Special Services – Construction Inspection
 - Special Services – Electrical Engineering
 - Special Studies – Lighting: Typical

The submittal must include formal documentation of the prime consultant's current IDOT prequalification status.

3. List of relevant Phase I/II/III projects (max of 3 for each phase) completed in the last five years similar in nature to this project. Provide a description of each project, including location, project team and construction cost for each project
4. Brief project understanding and approach regarding the proposed project and the firm's abilities to perform the required Phase I/II/III Engineering services. Identify any project elements that may require special attention or detail.
5. Organization chart and list of key staff with brief resumes that would be assigned to the project, including the Phase I/II/III Project Manager(s) (must be Licensed Professional Engineers in the State of Illinois), Discipline Leads and any other relevant staff. Include any subconsultants that will be required to complete the project, along with relevant IDOT prequalification categories for each subconsultant (documentation of their prequalification status is not required).
6. Detailed schedule for the Phase I/II/III Engineering efforts. The Village anticipates awarding the agreement in October 2021.
7. List of three (3) references including name, job title, telephone and email address. References should have worked for a local agency on similar federally-funded projects.

SELECTION CRITERIA

The selection criteria and weightings for project selection shall be as follows:

- Project Understanding and Technical Approach (30%)
- Demonstrated Qualifications and Capabilities of the Consultant Team (30%)
- Similar Project Experience (20%)
- Specialized Expertise (15%)
- Overall Completeness of Submittal (5%)

A selection committee comprised of Village staff will evaluate SOQs received. No interviews are anticipated to be held. The SOQs will be reviewed, evaluated and scored using the criteria and weights defined above. The SOQ will be used by Village staff to select the most qualified consultants.

The top-ranked firm will be notified, and a final scope of work and staff hours will be negotiated with that firm. If an agreement cannot be reached with the top-ranked firm, the Village will start negotiations with the next highest ranked firm. The engineering agreement format will be Cost Plus Fixed Fee.

The Village anticipates entering into a Phase I/II/III Engineering agreement with the selected consultant immediately upon receiving Village Council approval.

The final scoring of the consultant submittals and the selected consultant will be presented to the Village Council for approval. After contract award by the Board, notification will be provided to responding consultants of the final ranking of the three most highly qualified consultants.

The Village will begin reviewing the SOQs immediately, with the firm anticipated to be selected by September 24, 2021. The Village intends to have negotiations completed by October 1, 2021. Staff anticipates presenting the engineering agreement to the Village Council on October 12, 2021, with submittal of the draft agreement to IDOT for review and approval thereafter. The Village plans to proceed with the work immediately following Board approval in accordance with IDOT Section 1440 procedures.

The Village reserves the right at any time and for any reason to cancel this consultant procurement process, to reject any or all SOQs or to accept an alternative SOQ. The Village reserves the right to discard any immaterial SOQ. The Village and/or staff may seek clarification from an offer at any time and respond promptly if there is cause for rejection. The Village will not be liable in any way for any costs incurred by consultants in replying to this request.

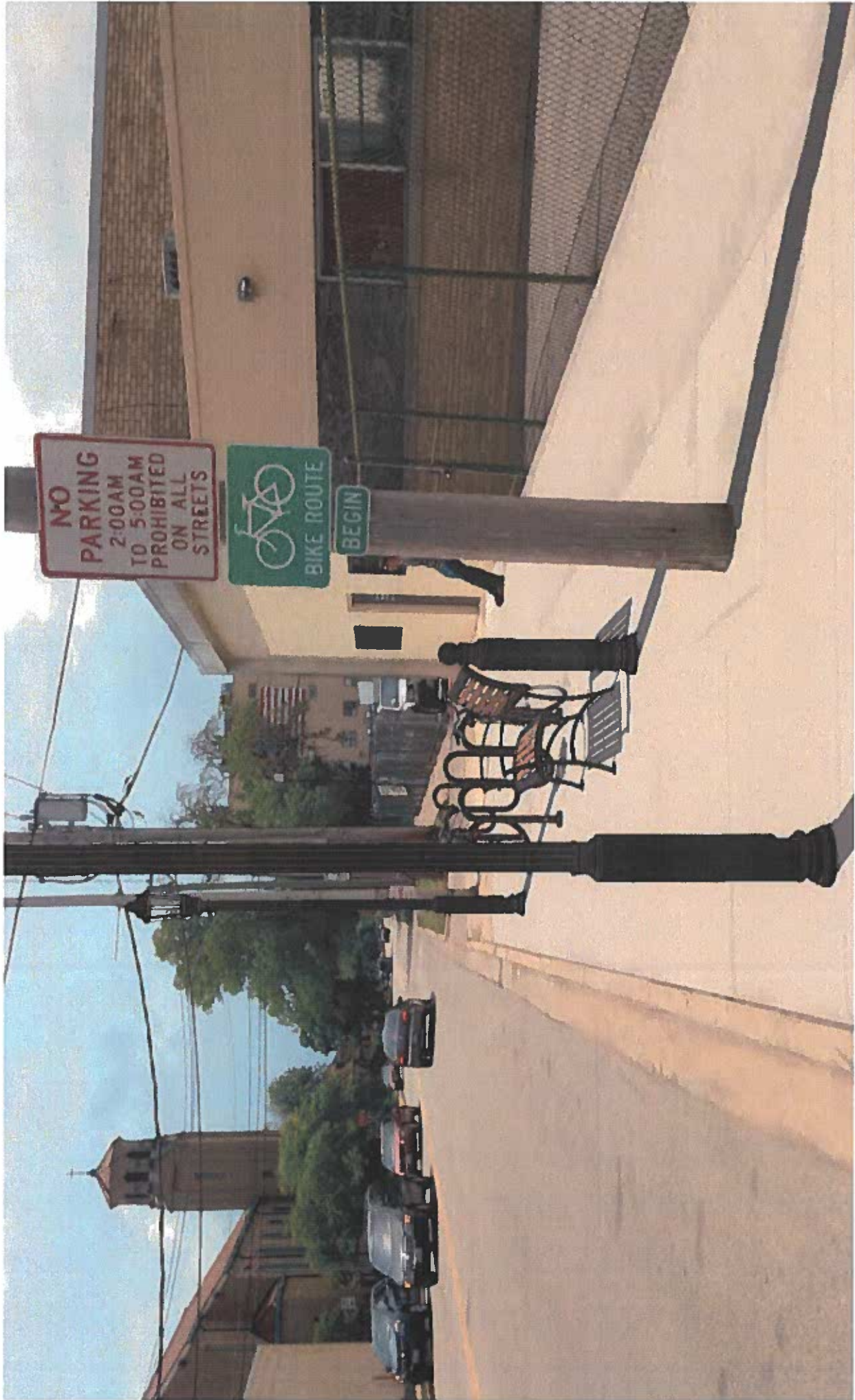


NO
PARKING
2:00AM
TO 5:00AM
PROHIBITED
ON ALL
STREETS

BIKE ROUTE
BEGIN







Village of Forest Park, Illinois
Quality Based Selection (QBS) Policy and Procedures
August – 2021

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.

I. 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 Council:** Approval of the selection committee results; Approval of the negotiated consultant contract for submittal to IDOT.
- **Mayor:** Administrative oversight.

II. 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

Village of Forest Park, Illinois
Quality Based Selection (QBS) Policy and Procedures
August – 2021

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.

The Village requires each responding consultant to submit a disclosure statement with their procedures. The Village requires the use of IDOT BDE DISC 2 Template as their conflict of interest form.

III. 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

Village of Forest Park, Illinois

Quality Based Selection (QBS) Policy and Procedures

August – 2021

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

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

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.

Village of Forest Park, Illinois
Quality Based Selection (QBS) Policy and Procedures
August – 2021

The final scoring of the consultant submittals, and the selected consultant will be presented to the Village Council 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.

IV. 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.

V. 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.

SEPTEMBER 17, 2021

PHASE I/II/III ENGINEERING SERVICES

COMMUTER BIKE FACILITIES



SUBMITTED TO:

VILLAGE OF FOREST PARK
517 DES PLAINES AVENUE
FOREST PARK, IL 60130
ATTN: VANESSA MORITZ
VILLAGE CLERK
VMORITZ@FORESTPARK.NET

SUBMITTED BY:

MICHAEL KERR, PE
CHRISTOPHER B. BURKE ENGINEERING, LTD.
9575 WEST HIGGINS ROAD | SUITE 600
ROSEMONT, IL 60018
MKERR@CBBEL.COM



Christopher B. Burke Engineering, Ltd.

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TAB 1
COVER LETTER





CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 17, 2021

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

Attention: Vanessa Moritz, Village Clerk

Subject: Request for Qualifications
Commuter Bike Facilities, Phase I/II/III Engineering Services

Dear Ms. Moritz:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to electronically submit our proposal to assist the Village in completing Phase I/II/III Engineering for the Commuter Bike Facilities Project. It is our understanding that the project will be funded through the federal ITEP program and a 20% local match. CBBEL has a clear understanding of Federal Highway Administration (FHWA) and Illinois Department of Transportation (IDOT) guidelines. The material presented is in accordance with the information requested in the RFQ.

This proposal demonstrates our extensive and specialized experience that has made us a leader in bicycle and pedestrian improvement projects. CBBEL is honored to have been named one of the Best Workplaces for CommutersSM for the fourth consecutive year for offering exceptional employee-provided commuter benefits. CBBEL is recognized by the League of American Bicyclists as a "Platinum" level Bicycle Friendly Business, in recognition of our efforts to encourage a more bicycle-friendly atmosphere for employees and clients. CBBEL is one of two Illinois firms to be awarded Platinum status and is one of the few Midwestern non-bike related businesses to be awarded Gold status or higher.

We look forward to continuing our relationship with the Village. If you have any questions or need any additional information, please do not hesitate to call me or Jim Amelio at 847-823-0500.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Mike Kerr', with a long horizontal flourish extending to the right.

Michael E. Kerr, PE
President

TAB 2 IDOT PREQUALIFICATION



CBBEL IDOT PREQUALIFICATION



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

June 3, 2021

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Christopher Burke
BURKE, CHRISTOPHER B. ENG., LTD.
9575 W. Higgins Road
Suite 600
Rosemont, IL 60018

Dear Christopher Burke,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2019. Your firm's total annual transportation fee capacity will be \$72,000,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 132.36% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2020. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR BURKE, CHRISTOPHER B. ENG., LTD.

CATEGORY	STATUS
Structures - Highway: Advanced Typical	X
Special Studies - Traffic Studies	X
Special Studies - Signal Coordination & Timing (SCAT)	X
Special Plans - Traffic Signals	X
Special Services - Construction Inspection	X
Hydraulic Reports - Waterways: Typical	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Complex	X
Special Studies - Location Drainage	X
Special Services - Surveying	X
Location Design Studies - Rehabilitation	X
Special Studies - Feasibility	X
Special Services - Electrical Engineering	X
Special Services - Mechanical	X
Special Services - Sanitary	X
Highways - Roads and Streets	X
Special Studies - Safety	X
Highways - Freeways	X
Location Design Studies - New Construction/Major Reconstruction	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Special Services - Landscape Architecture	X
Special Plans - Pumping Stations	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Special Plans - Lighting: Complex	X
Special Plans - Lighting: Typical	X
Environmental Reports - Environmental Impact Statement	X
Environmental Reports - Environmental Assessment	X

X PREQUALIFIED

Illinois Department of Transportation
Secretary

State of Illinois
Governor JB Pritzker

Engineering Prequalification and Agreement System

Change Password Help Logout

BURKE, CHRISTOPHER B. ENG., LTD.

Welcome to the Illinois Department of Transportation Consultant Engineering Prequalification and Agreement System (EPAS). All firms that desire to be prequalified with IDOT must submit via the SEFC Application. All firms that desire to be considered for the Professional Transportation Bulletin Items must submit Statements of Interest through the SOI Application. The required data has not changed for prequalification or Statements of Interest. All Prequalification and Statements of Interest are paperless.

SEFC Applications

Your renew SEFC is due by 6/30/2021. Failure to submit your renew SEFC by 6/30/2021 will result in loss of your prequalification status.

App Id	Date Submitted	Fiscal Year Ending Date	Type	Overhead %	Status	Category/Comments	Additional Info	Delete	Approval Letter
SEFC ID: 8465	06/10/2021	12/31/2020	RenewSEFC	126.70	IN_PROGRESS	View	View	Delete	
SEFC ID: 8317	04/28/2021	12/31/2019	AmendSEFC	132.36	APPROVED	View	View		Approval Letter
SEFC ID: 7954	10/19/2020	12/31/2019	AmendSEFC	132.36	APPROVED	View	View		Approval Letter

TAB 3 RELEVANT PROJECTS



RELEVANT PROJECTS



PHASE I ENGINEERING

PROJECT NAME/LOCATION PROJECT TEAM	PROJECT DESCRIPTION/CONSTRUCTION COST
ROOSEVELT ROAD STREETScape FOREST PARK, IL PROJECT TEAM: James Amelio, PE <i>Project Manager - Phase I & II</i> Stephen Sugg, PE <i>Design Engineer</i> Anthony DeRicco, PE, LEED AP <i>Lighting Design</i>	<p>This project consisted of Phase I, II & III Engineering for the resurfacing and major rehabilitation of Roosevelt Road, an unmarked IDOT route, from Des Plaines Avenue to Harlem Avenue. The project objective was to address pavement deterioration and drainage issues, and to implement streetscape and pedestrian friendly design features. Multiple alternatives including landscaped medians, intersection bumpouts, traffic calming measures, and continuous bike lanes were evaluated and presented to the Village of Forest Park and public for consideration. The preferred alternative includes gateway features at both east and west project termini, landscaped median, streetscape and new roadway and pedestrian lighting along the project length, bumpout intersections, and protected parking lanes.</p> <p>CONSTRUCTION COST: \$4.5 million</p>
EVANSTON BIKEWAY EVANSTON, IL PROJECT TEAM: Michael Kerr, PE <i>Project Manager</i> Martin Michalowicz, PE <i>Project Engineer</i> Kevin Wilson, PE <i>Resident Engineer</i>	<p>CBBEL provided Phase I and Phase II engineering services for a multi-modal corridor along Northwestern University's campus to accommodate the 10,000 pedestrians, 1,000 cyclists, 18,000 vehicles, and 1,500 transit riders who use the corridor daily. The project consisted of a high-level bikeway along the Sheridan Road and Chicago Avenue corridor. The 2-mile bikeway provides a connection between the existing east and west bike lanes along Davis Street and Church Street and the existing Village of Wilmette bike lanes along Sheridan Road at the City's north border. The bikeway also provides full access between downtown Evanston and Northwestern University campus. The 2-mile bikeway required of a variety of treatments including: two-way bike lanes protected by a raised concrete median, painted median, or parking lane, signed neighborhood green-way routes, and one-way buffered/striped bike lanes. Unique features of the design include a road diet, Dutch-style intersections, bike turn boxes, bicycle traffic signal heads, bus pull-off bays and loading platform islands, historic style bus shelters, pedestrian refuge islands, raised pedestrian crossings, high visibility crossings, and green infrastructure for storm water management. Many of these design features were utilized to eliminate or mitigate conflicts between users to create a safer and comfortable corridor.</p> <p>CONSTRUCTION COST: \$10.7 million</p>
OLD ORCHARD BIKE PATH SKOKIE, IL PROJECT TEAM: Jason Souden, PE <i>Project Manager</i> James Amelio, PE <i>Design/Construction Engineer</i>	<p>CBBEL provided Phase I, II and III engineering services for a 4,200' long, 10' wide shared use path along Old Orchard Road. The new shared use path will span from Skokie Boulevard to Gross Point Road and will be a segment of the Old Orchard Corridor Trail which will eventually extend to the North Branch Trail in the Cook County Forest Preserve.</p> <p>CONSTRUCTION COST: \$500 thousand</p>

PHASE II ENGINEERING

PROJECT NAME/LOCATION PROJECT TEAM	PROJECT DESCRIPTION/CONSTRUCTION COST
BICYCLE AND PEDESTRIAN IMPROVEMENTS AT OAKTON-SKOKIE AND DEMPSTER-SKOKIE CTA STATIONS SKOKIE, IL PROJECT TEAM: Jason Souden, PE <i>Project Manager</i> Bryan Luke, PE <i>Design Engineer</i>	<p>CBBEL is currently providing Phase II Engineering services for the Village of Skokie to construct bicycle and pedestrian improvements at two CTA stations utilizing CMAQ funds. The goal of the project is to improve the ability for commuters to integrate bicycling and transit for trip-making, by providing sheltered bike parking at Oakton-Skokie and Dempster-Skokie CTA stations. The improvements include bicycle parking/shelters and sidewalk/pedestrian upgrades. CBCEL surveyed and walked the sites to determine the dimensions and how the spaces are currently used to develop concept plans for the new bicycle shelters. We will then meet with Community Development, Public Works, Engineering and representatives of the RTA to receive input on the proposed concept designs. Based on this input we will prepare prefinal plans, specifications and estimates to submit to the Village, RTA and IDOT for formal review. CBCEL will then finalize the contract documents for bidding and construction.</p> <p>CONSTRUCTION COST: \$300 thousand (estimate)</p>
MADISON STREET STREETScape FOREST PARK/RIVER FOREST, IL PROJECT TEAM: James Amelio, PE <i>Project Manager - Phase II</i> Gerald Hennelly <i>Lighting Design</i>	<p>This project consisted of Phase I, II & III Engineering for the reconstruction and major rehabilitation of Madison Street from Park Avenue to Des Plaines Avenue. The project objective was to address pavement deterioration and drainage issues, replace water main and to implement streetscape and pedestrian friendly design features along the Madison Street corridor which includes considerable pedestrian activity patronizing local businesses. Multiple alternatives including landscaped medians, intersection bumpouts, traffic calming measures, and continuous bike lanes were evaluated and presented to the Village of Forest Park and public for consideration. The preferred alternative included a gateway median at the west end of Madison Street, streetscape and new roadway and pedestrian lighting along the project length, bumpout intersections, and protected parking lanes. Phase I Design Approval was issued by IDOT in 2013.</p> <p>CONSTRUCTION COST: \$4.2 million</p>
BLUE ISLAND STREETScape 19TH STREET TO 21ST STREET CHICAGO, IL PROJECT TEAM: Bryan Luke, PE <i>Project Manager</i> Jason Souden, PE <i>QA/QC</i>	<p>The 19th Street to 21st Street stretch of Blue Island is considered an important part of the Historic Pilsen District concept and to improve the pedestrian and neighborhood experience, more people space, trees and bike lanes will be added. The project consists of roadway and streetscape improvements to 4 blocks around the Blue Island Ave/Lafin Ave, Cullerton intersections. Improvements included vaulted sidewalk removal, drainage improvements, parking improvements, parkway pavers, trees in grates, planters, decorative LED lighting with community identifier, and site amenities (benches, bike racks, and trash cans).</p> <p>CONSTRUCTION COST: \$2.8 million</p>



PHASE III ENGINEERING



PROJECT NAME/LOCATION PROJECT TEAM	PROJECT DESCRIPTION/CONSTRUCTION COST
<p>SAND RIDGE BIKE TRAIL (IDOT CONTRACT #61E95) CALUMET CITY, IL</p> <p>PROJECT TEAM: W. Daniel Crosson, PE <i>Project Manager</i></p> <p>Brad Bahn, PE <i>Resident Engineer</i></p>	<p>CBBEL provided the Forest Preserve District of Cook County Phase II and III engineering services for this multi-use trail project. The Sand Ridge Trail is located in the City of Calumet City in Cook County. The project begins at the Sand Ridge Nature Center off of Paxton Avenue and ends at the Greek Lake Aquatic Center off of River Oaks Drive, a total length of 6,687 feet (1.27 miles). The work consists of multi-use path construction including grading and landscaping, bituminous path pavement, sidewalk construction, culvert construction, curb and gutter removal and replacement, pedestrian traffic signals, pavement markings and all incidental and collateral work necessary to complete the project as shown on the plans.</p> <p>CONSTRUCTION COST: \$660 Thousand</p>
<p>MAIN STREET RECONSTRUCTION AND STREETScape ALGONQUIN IL</p> <p>PROJECT TEAM: Michael Kerr, PE <i>Project Manager</i></p>	<p>This project consisted of Phase I, II and III Engineering for the reconstruction of Main Street from the IL 31 South Junction to the IL 31 North Junction, a distance of approximately 1.1 miles. The Western Algonquin Bypass (IL 31) was opened in the fall of 2014, and Main Street (Old IL 31) was jurisdictionally transferred to the Village of Algonquin. The purpose of the Main Street improvements is to reconstruct the roadway based on reduced traffic volumes and to address deficient pavement condition, address sidewalk and bike path gaps, and to provide an integrated Algonquin downtown center south of IL 62 which is friendly to pedestrians, slows passenger vehicles, and encourages truck traffic to use the IL 31 Bypass.</p> <p>CONSTRUCTION COST: \$13.2 million</p>
<p>HARPER DRIVE MULTI-USE PATH ALGONQUIN, IL</p> <p>PROJECT TEAM Michael Kerr, PE <i>Principal-In-Charge</i></p> <p>Lee Fell, PE <i>Project Manager</i></p>	<p>CBBEL was contracted to provide Phase I/II and III engineering services to connect two neighborhoods and a school by designing a multi-use path from Harper Drive to Harnish Drive across a previously unwalkable detention facility. This project consisted of the construction of a new bituminous 8' wide multi-use path with 2' grassed shoulders from the Harper Drive cul-de-sac to Harnish Drive, where the multi-use path becomes Portland Cement Concrete and ties-into the existing bike route on Harnish Drive. The project also included a 12' wide, 200' long section of wood decked boardwalk and a 300' long section of Segmental Concrete Block Wall.</p> <p>CONSTRUCTION COST: \$710 thousand</p>

TAB 4
PROJECT UNDERSTANDING/APPROACH





PROJECT UNDERSTANDING & APPROACH

CBBEL is excited to submit this Statement of Qualifications for the Forest Park Commuter Bike Facilities. We understand the intent of this project is to install bicycle commuter appurtenances such as racks and pedestrian lighting at the CTA Blue Line station at Des Plaines Avenue, and near the CTA Blue Line stop at Harlem and Harrison. The goal of installing these facilities is to encourage increased use of bicycles as a mode of transportation for commuters to and from the CTA stops. As an added benefit, these improvements will also help decrease vehicular traffic congestion by providing riders an alternative method to access the stations.

Our team has designed and coordinated the construction of numerous bike facilities including bike shelters, bike racks, pedestrian lighting, and hundreds of miles of bike paths throughout the greater Chicagoland area. We are very familiar with the site having paved the Des Plaines Parking Lot in 2020. CBBEL is well versed in the requirements of federally funded projects; presently we are designing the federally funded resurfacing of Jackson Boulevard for the Village. The key to success for this project will be early coordination with the Village and IDOT regarding both the scope of work and the funding agreements. Upon notice of award, we will promptly schedule a site meeting with Village Staff to review and confirm the project scope and schedule. Since the project is receiving Federal (ITEP) funding for all phases, we intend on using the At-Risk Project Pre-Agreement Authority for Preliminary Engineering which allows for engineering to start prior to project authorization. Using this method will save 8-12 months of time waiting for engineering agreements for Phase I and Phase II to be approved and allow us to meet the detailed schedule submitted with this Statement of Qualifications.



TAB 5
KEY STAFF
ORGANIZATIONAL CHART
RESUMES



ORGANIZATIONAL CHART

PHASE I/II/III ENGINEERING SERVICES

COMMUTER BIKE FACILITIES, ITEP #143019

VILLAGE OF



BIG CITY ACCESS

SMALL TOWN CHARM

PROJECT MANAGER*

James Amelio, PE

QC/QA*

Gary Rozwadowski, PE



PHASE I ENGINEERING

PROJECT MANAGER

Matthew Huffman, PE



PHASE II ENGINEERING

PROJECT MANAGER*

James Amelio, PE

PROJECT ENGINEER

Gregory Leftakes

LIGHTING ENGINEER

Gerald Hennelly



PHASE III ENGINEERING

PROJECT MANAGER

Kevin Wilson, PE

RESIDENT ENGINEER*

Brad Bahn, PE

*KEY PERSONNEL RESUMES PROVIDED





YEARS EXPERIENCE: 18
YEARS WITH CBBEL: 18

EDUCATION

Bachelor of Science, 2003
Civil Engineering
University of Illinois at
Urbana-Champaign

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.060779, 2008

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 16-12215

ICORS Training
Seminar, IDOT

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

IDOT QC/QA Courses:

Mixture Aggregate
Technician Course

Portland Cement Concrete
Level 1

Hot Mix Asphalt Level 1

Bituminous Concrete
Density Tester Course

James Amelio, PE

Senior Project Manager

Professional Civil Engineer experienced in design and construction engineering. Civil Design experience includes roadway and streetscape design, storm and sanitary sewer design, water distribution design, and the preparation of State and Municipal plans, specifications and estimates. Construction Engineering experience includes on-site construction observation, project coordination, scheduling, and documentation of quantities, coordination and/or verification of materials testing and inspection, preparation of change orders, review of contractor pay requests, coordination of as-built drawing preparation, and finalization of contracts. Proficient in documentation for various types of funding including ITEP, FAU, STP, LAPP, MFT, MWRD, DCEO, ERP, EECBG and CDBG grants. James also serves as Village Engineer and main point-of-contact for the municipalities of Forest Park and Lincolnwood.

Software Experience: Microsoft Project/Word/Excel/Access, ICORS, MicroStation, Geopak

Village Engineer, Forest Park (2003-present): Currently oversees all municipal engineering responsibilities and serves as Village Engineer. Regularly works with the Village in a variety of capacities including administration and design of municipal programs and projects, coordination of development reviews and construction inspections, and attendance at Village Board meetings as well as staff meetings.

Village Engineer, Lincolnwood (2014-present): Currently oversees all municipal engineering responsibilities and serves as Village Engineer. Regularly works with the Village in a variety of capacities including administration and design of municipal programs and projects, coordination of development reviews and construction inspections, and attendance at Village Board meetings as well as staff meetings.

Annual Capital Projects, Forest Park: Responsible for the programming, design and oversight of the Village's annual capital projects. Projects consist of: Water Main Replacement Project, 50/50 Sidewalk Program, Alley Reconstruction Program, Pavement Marking Program, CDBG Program, and various ITEP, CMAQ, FAU, ERP, MFT, MWRD, Invest in Cook and locally funded resurfacing projects.

Forest Park Annual Alley Improvements, Forest Park: Project Manager responsible for design and construction oversight of the annual alley program. To date, over 100 alleys have been reconstructed with an inverted crown, storm sewer, and drainage structures.

Village Improvement Program Stages 1 & 2, Forest Park: Construction Manager/Resident Engineer for roadway, alley and water main improvements. An infrastructure assessment identified areas most in need of repair and compared project delivery alternatives. Stage 1 included water main replacement and sewer spot repair improvements for 8 streets and 19 alleys. Stage 2 included sewer spot improvements and curb repairs for 7 streets and 24 alleys. Pavement upgrades included brick street reconstruction and asphalt resurfacing and all areas were made ADA compliant. Alleys were reconstructed with new driveways and storm sewers. Traffic calming measures were installed at two intersections to reduce vehicle speeds, improve safety, and enhance quality of life. Improvements also included benches, ornamental lighting, and decorative landscaping.

Jackson Boulevard and Harvard Street Reconstruction, Forest Park: Resident Engineer for this federally funded streetscape reconstruction project which included traffic calming bump outs, pedestrian lighting, landscaping enhancements, sewer point repairs, upgrading the water main, and pavement reconstruction.

Brown Street TIF, Forest Park: Project Manager responsible for design, bid, and construction management services. Project included traffic calming bump outs, pedestrian lighting, landscaping enhancements, sewer point repairs, upgrading water main, roadway resurfacing, alley reconstruction, and installation of a ROAM lighting system.

Randolph, Ferdinand and Beloit Parking Lots, Forest Park: Project Manager responsible for design, bid, and resident engineering services. Project consisted constructing 3 parking lots including storm sewer, pavement, electrical, and signage.

CTA Blue Line Parking Lot Rehabilitation, Forest Park: Project Manager responsible for the grant coordination, design and construction management of the parking lot. Project consisted of resurfacing and ADA sidewalk improvements.

Madison Street Streetscape, Forest Park: Project Manager for preparation of design plans for 0.25 mile of roadway reconstruction and streetscape. Improvements included pavement removal and replacement, curb and gutter removal and replacement, sidewalk removal and replacement, drainage improvements, replacement of water main, roadway lighting, and landscape medians. Coordination was required with River Forest as the north side of Madison St borders River Forest. Construction of the \$3M improvement received FAU funding.

Roosevelt Road Streetscape, Forest Park: Project Manager responsible for design. This State funded project consisted of 0.75 mile of roadway resurfacing and streetscape. Improvements consisted of ornamental street lighting, parkway enhancements, site furniture, landscaping, bump outs, and medians. Opportunity for bike lanes or paths were also investigated.



YEARS EXPERIENCE: 34
YEARS WITH CBBEL: 11

EDUCATION

Bachelor of Science, 1988
Civil Engineering
Marquette University

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.051689, 1992

Professional Engineer, WI,
32560-6, 1997

PROFESSIONAL AFFILIATIONS

American Society of
Civil Engineers

Institute of Transportation
Engineers

Society of American
Military Engineers

Gary Rozwadowski, PE

Senior Project Manager

Mr. Rozwadowski joined CBBEL in 2010 with 23 years of experience, 18 of which was with one civil consulting firm where Gary quickly became Head of Transportation Department, supervising staff in completion of Phase I Reports and Phase II contract plans and specifications for municipalities, counties, and IDOT utilizing federal design standards. He became Executive Vice President in 1996, and then became an officer of the firm, responsible for the day to day operations, financial performance, staff development, workload balancing, marketing, etc.

In 2006, Officer duties were restructured and Gary became Chief Quality Officer of the organization. In this position he authored and created the firm's first Quality Manual; created over 20 Standardization Memos, outlining Standard Operating Procedures; and created Standard Contract Templates, Agreements and Liability Language. He was responsible for all contract negotiations when standard were not utilized; monitored outstanding A/R and negotiated collections company-wide; gave company-wide seminars to staff regarding quality related items; and performed quality audits company-wide. Gary was also City Engineer and Client Manager for the City of Harvard since 1994; as well as Client Service Manager for numerous other municipalities. In 2009, after a firm acquisition, he became Municipal Group Leader of the 3 Illinois offices, responsible for the supervision and P&L performance of all Municipal Leads and the assigned group.

Current CBBEL responsibilities include performing quality project reviews, municipal lead for multiple communities, Metra Quality Management Liaison, City Engineer of Harvard, City Engineer for Rolling Meadows and Senior Project Manager of municipal projects.

Summit Drive, Schaumburg: Project Manager for Phase I Categorical Exclusion Report and preparation of Phase II plans for federally funded roadway rehabilitation and bike lane project. Investigation included analyzing on-street bike lane versus off-street bike path. Final project plans included pavement rehabilitation, ADA sidewalk improvements, underdrain and striping to include on street bike lanes.

Euclid Avenue, Rolling Meadows: Project Manager for Phase I Categorical Exclusion Report and preparation of Phase II plans for a 0.5 mile bike path project. Phase I services included multiple alignments, public meeting, right-of-way acquisition and coordination with adjacent multi-use development. Phase II plans included bike path, stormwater and traffic signals for this federally funded ITEP project processed through IDOT-Local Roads.

Marengo Road, Sidewalk, Harvard: Project Manager for Phase I report for sidewalk improvement utilizing RTA access to transit funding. Project included new sidewalk connections, roadway improvements, new bus shelter and stormwater improvements.

Northbrook Station/Sidewalks, Metra: Project Manager. The Metra Northbrook Station, located along Metra's Milwaukee District North Line, had existing sidewalk access which did not meet ADA standards and had platforms in need of repair. Project included design engineering for new sidewalk access, rebuilt platforms, station entry modifications, landscaping and streetscape improvements. Access was reconfigured to improve cross track access. Sidewalks and ramps were designed to meet ADA standards. Station entrance door access and protective overhang was improved and reinforced. Project included benches and landscaping concept plans as well as 60% and 100% construction plans were completed.

Salt Creek Bike Path, Rolling Meadows: Senior Project Manager. Salt Creek bike path extended the City's bike path system. Complete Phase I report which included fitting a bike path along the side banks of Salt Creek. Due to steep side slopes, floodway, wetlands, and extensive existing trees, the path alignment was carefully chosen to avoid impacts. Extensive retaining walls were proposed to limit the impact to trees. Public meetings were held and design approval granted by FHWA. Phase II design plans were completed to FHWA standards. Variable height retaining walls were implemented on both sides of the bike path due to the steep side slopes. CBBEL also performed construction observation services.

IDOT Program Management: Senior Project Manager. To help facilitate IDOT's Bureau of Local Roads, Gary became an extension of IDOT's staff. He began this assignment closing out Chicago's MFT and FHWA projects, then became the Head of Phase II North Section for BLR completing plan reviews and coordinating projects submitted by municipalities in the North Section of Local Roads. Gary worked at IDOT multiple days a week in this role from August 2013 through August 2016.

Edgebrook Station/Parking, Metra: Project Manager. Project involved design engineering for rehabilitation of Edgebrook Metra Station in Chicago along the Milwaukee District North Line. Project included design of completely new platforms, new lighting, replacement of a shelter, improvements to the warming shelter and voice of Metra, redesign of pedestrian walkways and stairs and redesign of landscape planter boxes. Due to the tight physical constraints of the site, careful planning was required to ensure pedestrian access met Chicago's ADA standards. Plan documents included 30% schematic, 60% pre-final and 100% construction plans.



YEARS EXPERIENCE: 19
YEARS WITH CBBEL: 3

EDUCATION

Bachelor of Science, 2002
Civil Engineering
University of Illinois at
Urbana-Champaign

PROFESSIONAL REGISTRATION

Professional Engineer, IL,
062.064138, 2011

CERTIFICATIONS

Documentation of Contract
Quantities, IDOT, 19-15163

ICORS Training
Seminar, IDOT

Material Management of
Job Sites, IDOT

PROFESSIONAL DEVELOPMENT

Illinois Tollway Construction
Managers Workshop, ACEC

OSHA 30-Hour Construction
Safety and Health,
ClickSafety

ACI Level I Concrete

CTA 3rd Rail Safety Training

IDOT QC/QA Courses:

STTP-S33 Soils Field Testing
and Inspection Course

Level I Concrete

Level I Aggregate

Brad Bahn, PE

Construction Engineer

Civil Engineer experienced in construction engineering. Responsibilities include construction observation, project reports, documentation of quantities, review of contractor pay estimates, coordination of materials testing and inspection, site surveys and interaction with the contractor and client. Observed activities include roadway, bridge, sanitary sewer, storm sewer, traffic signal, erosion control, and various utility construction.

Software Experience: E-Builder, Microsoft Word and Excel, ICORS

Water Main Resurfacing (Thomas & Monroe), Forest Park: Resident Engineer. This project involved the installation of nearly 2,000 feet of new 8-inch ductile water main and 80 new copper water services. Additionally, four blocks of Village streets were resurfaced (1,250 tons) as part of these efforts. The contract also allocated funding to sidewalk (7,000 SF), curb and gutter (2,200 feet), ADA improvements, and parkway restoration (1,600 SY).

Circle Avenue Sewer Separation Improvements, Forest Park: Resident Engineer. This project, in conjunction with IGA funding from MWRD, included the separation of the existing combined sewer system into a storm sewer and sanitary sewer system to alleviate localized flooding within the affected area. The project included 3,300 feet of new storm sewers, 1,400 feet of new sanitary sewer and 1,000 feet of new water main improvements. The project was substantially complete within five months.

CTA Blue Line Parking Lot Improvements, Forest Park: Resident Engineer. This grant funded project included the removal and replacement of the asphalt surface of the existing CTA Blue Line Parking Lot. The improvements also consisted of 3,100 tons of hot-mix asphalt; 5,700 SF of PCC sidewalk replacement; 770 feet of curb and gutter replacement; and 26 drainage structure adjustments over the entire 390-space capacity parking lot. This project was completed in two stages over 16 working days with minimal adverse affects to local residents.

Sand Ridge Bike Trail (IDOT Contract No. 61E95), FPDCC: Resident Engineer. Located in Calumet City, this contract included the construction of a new, multi-use path adjacent to 159th Street between the Sand Ridge Nature Center and Green Lake Aquatic Center. The contract bid value was \$608,000. CBBEL's responsibilities included both on-site inspection and construction management of the project, including, but not limited to, oversight of daily construction activities, submission of project pay applications, utilities coordination, QC/QA compliance, erosion control, inspection of HMA, concrete & electrical, client correspondence, project schedule review & submission of weekly reports to IDOT.

Jane Addams Memorial Tollway (I-90) Roadway & Bridge Reconstruction, Illinois Tollway*: Assistant Resident Engineer.

Corridor Repairs & Bridge Rehabilitation (I-294/I-94), Illinois Tollway*: Resident Engineer.

Belvidere Road over I-94 Bridge Reconstruction, Illinois Tollway*: Resident Engineer.

I-294 South Tri-State CCTV Installation, Illinois Tollway*: Resident Engineer.

I-294 North Tri-State CCTV & RTMS Installation, Illinois Tollway*: Resident Engineer.

North Avenue Pedestrian Bridge over Lake Shore Drive, CDOT*: Resident Engineer.

Clark-LaSalle/Division Subway Renovation Project, CDOT*: Field Inspector.

2014 Pavement Maintenance Program (North Region), DCDOT*: Field Inspector.

Huntley Road Traffic Signal Interconnect, KDOT*: Resident Engineer.

I-394 over Plum Creek, IDOT*: Field Inspector.

**prior experience*

TAB 6 SCHEDULE



[illegible]

TAB 7 REFERENCES



REFERENCES

VILLAGE OF LINCOLNWOOD

7001 N. Lawndale Avenue
Lincolnwood, IL 60712

Nadim Badran
Director of Public Works
847-745-4859
nbadran@lwd.org

CITY OF EVANSTON

2100 Ridge Avenue
Evanston, IL 60201

Sat Nagar
Senior Project Manager
847-980-3393
SNagar@cityofevanston.org

VILLAGE OF ALGONQUIN

110 Meyer Drive
Algonquin, IL 60102

Robert Mitchard
Director of Public Works
847-658-2700
bobmitchard@algonquin.org



Moses Amidei

From: Salmon Danmole <sdanmole@milhouseinc.com>
Sent: Tuesday, September 21, 2021 11:59 AM
To: Moses Amidei
Cc: Salvatore Stella; Letitia Olmsted; Riddle, Charles F; Latinwo, Temi B
Subject: Forest Park ITEP Award Project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning Moses,

Mr. Riddle received the email with required documents from the Village of Forest Park seeking approval of their QBS process for the subject project.

The submitted QBS selection process by the Village of Forest Park for the subject project is acceptable. The Village can proceed with their selection.

The Village confirmed their QBS process substantially follows the IDOT BLRS Section 5-5.06. The Village provided a copy of the RFQ that was advertised on their website for more than 14 days and included the weighted criteria.

Please include the date of this email in your documentation for the engineering agreement.

Thank you,

Salmon O. Danmole, P.E.

SENIOR CIVIL ENGINEER



CONSULTANT TO IDOT D1 BUREAU OF LOCAL ROADS

From: Riddle, Charles F <Charles.Riddle@illinois.gov>
Sent: Tuesday, September 21, 2021 10:35 AM
To: Moses Amidei <MAmidei@forestpark.net>; Salmon Danmole <sdanmole@milhouseinc.com>; Danmole, Salmon O. <Salmon.Danmole@Illinois.gov>; Latinwo, Temi B <Temi.Latinwo@illinois.gov>
Cc: Salvatore Stella <SStella@forestpark.net>; EXT Olmsted, Letitia <lolmsted@forestpark.net>
Subject: RE: Forest Park ITEP Award

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you confirm the sender and know the content is safe.

Moses,

Thank you for the information.

Our staff will provide the feedback for the acceptance on the process.

Chad

[Charles F. Riddle, P.E.](#)

District Local Roads and Streets Engineer

IDOT-Region One-District One
Bureau of Local Roads and Streets
201 West Center Court
Schaumburg, Illinois 60196
P 847/705.4201
charles.riddle@illinois.gov

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.

From: Moses Amidei <MAmidei@forestpark.net>
Sent: Tuesday, September 21, 2021 10:26 AM
To: Riddle, Charles F <Charles.Riddle@illinois.gov>
Cc: Salvatore Stella <SStella@forestpark.net>; EXT Olmsted, Letitia <lolmsted@forestpark.net>
Subject: [External] RE: Forest Park ITEP Award

Dear Mr. Riddle:

As per my original email to you dated 8/4/2021, I wanted to provide you with an update regarding our ITEP awarded project.

- The Forest Park Village Council on 8/23/2021 adopted a QBS policy. Said policy has been codified into the Village's Code as Section 1-8A-6;
- The Village advertised a "Request for Qualifications" (RFQ) to procure the necessary Phase I/II/III engineering services in the following locations, per the adopted policy:
 1. On the Village's website starting on 8/26/2021: <https://www.forestpark.net/dfp/village-services/bids-rfps-rfqs/>
 2. On the American Society of Civil Engineers – Illinois Section's website starting on 8/27/2021: <https://www.isasce.org/contact/mediaads/>
 3. On the Illinois Municipal League's website – Request for Proposals/Qualifications section starting on 8/27/2021: <https://iml.org/cms/classifieds.cfm?job=category&key=1883>
 4. The Village Administrator, on August 26 and 27, 2021, sent emails to 23 Civil Engineering firms regarding available RFQ opportunity that is posted on the Village's internet website.

The due date to respond to the RFQ notice and to submit a proposal was Friday, September 17, 2021. By this due date, the Village received one (1) proposal following this RFQ announcement.

I am contacting you today because we are going to commence with the review of said proposal.

Per our policy (see page 13 of the attached file), "...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."

I am writing to ask if you (IDOT) can review this and provide us with an opinion as to if these procedures are acceptable and if we can move forward with the review of said proposal.

Thank you in advance for your assistance. If you have any questions/comments, please don't hesitate to reach out to me.

Sincerely,

Moses E. Amidei, ICMA-CM
Village Administrator
Village of Forest Park, Cook County, Illinois
517 Des Plaines Avenue
Forest Park, Illinois 60130
Phone: 708-615-6201
Email: mamidei@forestpark.net
Web: www.forestpark.net



Using Federal Funds? ☒ Yes ☐ No Agreement For **Federal PE** Agreement Type **Original**

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Village of Forest Park	Cook		
Project Number	Contact Name	Phone Number	Email
	Moses Amidei	(708) 615-6201	mamidei@forestpark.net

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Des Plaines Avenue			
Location Termini			
Des Plaines Avenue Blue Line CTA Station			
<div>Add Location</div> <div>Remove Location</div>			

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Harlem Avenue			
Location Termini			
Harlem Avenue Blue Line CTA Station			
<div>Add Location</div> <div>Remove Location</div>			

Project Description

Installing 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 is listed in the Forest Park Active Transportation Plan.

Engineering Funding ☒ Federal ☐ MFT/TBP ☒ State ☐ Other
Anticipated Construction Funding ☒ Federal ☐ MFT/TBP ☒ State ☐ Other

AGREEMENT FOR

☒ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

CONSULTANT

Consultant (Firm) Name	Contact Name	Phone Number	Email
Christopher B. Burke Eng., Ltd.	Jim Amelio	(847) 823-0500	jamelio@cbbel.com
Address		City	State Zip Code
9575 W. Higgins Road, Suite 600		Rosemont	IL 60018

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514)
- ☐ _____
- ☐ _____
- ☐ _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
 - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
 - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
 - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform

the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
 - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
 - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☐ Cost plus Fixed Fee:

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,
DC is the total Direct Cost,
OH is the firm's overhead rate applied to their DL and
FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.
5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and

reasonable notice is not practicable.

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

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

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

- (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

(2) Specifying actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(a) abide by the terms of the statement; and

(b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's or contractor's policy of maintain a drug free workplace;

(3) Any available drug counseling, rehabilitation and employee assistance program; and

(4) The penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).

12. For Preliminary Engineering Contracts:

(a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.

(b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Christopher B. Burke Engineering, Ltd.	36-3468939	

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
-		
Subconsultant Total		
Prime Consultant Total		
Total for all work		

Add Subconsultants

AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The Local Public Agency Type of Name of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Name of Local Public Agency

Local Public Agency Type

Clerk

Title

Mayor

(SEAL)

Executed by the ENGINEER:

Attest: Consultant (Firm) Name
 Christopher B. Burke Eng., Ltd.

By (Signature & Date)

By (Signature & Date)

Title

Notary Public

Title

President

Local Public Agency

County

Section Number

Village of Forest Park

Cook

FOR FEDERAL PARTICIPATION PROJECTS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

The Phase I Engineering Scope of Services shall include all preliminary design necessary to obtain IDOT Phase I Design Approval, including the following: IDOT CE 1 No Report

The Phase II Engineering Scope of Services shall include all design, permitting necessary to obtain IDOT and regulatory approvals to be included on an IDOT letting and to construct the project, including the following:

1. Provide necessary personnel, materials, equipment and transportation to make necessary investigations, measurements, computations and analysis to perform field and office civil engineering services for design of the project.
2. Attend progress meetings with the Village and other stakeholders (IDOT, Township, community groups, private property owners and others) as needed, including preparation of the required agendas, exhibits and minutes.
3. Prepare detailed Phase II plans, specifications, estimates and other documents per IDOT standards for Village and IDOT review as necessary for the project to be publicly bid on an IDOT letting.
4. Perform Quality Control/Quality Assurance (QC/QA) and Constructability Reviews.
5. Provide project administration and management.
6. Answer contractor questions and process any required addenda during the bidding period.
7. Provide shop drawing review and respond to contractor Requests for Information (RFI) as requested by the Village.
8. Provide any and all other activities as necessary to successfully complete the Phase II Engineering Services in accordance with IDOT requirements for federally funded projects.
9. The selected Consultant must be familiar with the submittal requirements of IDOT Local Roads. The selected Consultant shall attend with Village staff all appropriate meetings with other agencies involved to ensure appropriate project coordination.

Local Public Agency	County	Section Number
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<p align="center">EXHIBIT B PROJECT SCHEDULE</p>
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<p>January through March 2022 Preliminary Engineering</p> <p>March through October 2022 Design Engineering</p>
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Local Public Agency

County

Section Number

Village of Forest Park

Cook

Exhibit C
Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				

Local Public Agency	County	Section Number
Village of Forest Park	Cook	

Exhibit D
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If yes Due date of submittal **September 17**

Method(s) used for advertisement and dates of advertisement

Village's website

5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Project Criteria	Weighting
- Project Understanding and Technical Approach	30%
- Demonstrated Qualifications and Capabilities of the Consultant Team	30%
- Similar Project Experience	20%
- Specialized Expertise	15%
- Overall Completeness of Submittal	5%

Add

8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Selection committee (titles) for this project

Village Administrator, Village Clerk

Top three consultants ranked for this project in order

1 Christopher B. Burke Engineering, Ltd.

2

3

9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input checked="" type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
14	QBS according to State requirements used?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Local Public Agency		County	Section Number
Village of Forest Park		Cook	
16	LPA is a home rule community (Exempt from QBS).		<input checked="checked" type="checkbox"/> <input type="checkbox"/>

Instructions for BLR 05530 - Page 1 of 3

Form instructions are not to be submitted with the form

This form shall be used for a Local Public Agency (LPA) to enter into an agreement with an Engineering firm in connection with a project funded with Federal, State, and/or Motor Fuel Tax (MFT) funds. Based on the selection of type of engineering agreement and funding type, the form will change. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual.

This form can also be used for structure inspections.

When filing out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Using Federal Funds? The user must select yes or no. Based on the selection, a drop-down menu will appear. The language of the form changes based on the selection.
Selecting yes indicates federal funds will be used to fund all or a portion of the engineering for this phase of this project.
Selecting no indicates no federal funds will be used to fund any engineering for this phase of the project.

Agreement For If yes was selected for using Federal Funds, select Federal PE or Federal CE from the drop-down.
If no was selected for using Federal Funds, select MFT PE, MFT CE, or MFT PE-CE.

Agreement Type From the drop down, select the type of agreement, types to choose from are: Original or Supplemental
Number If the agreement is for a supplemental, insert the number of the supplemental using number 1 for the first supplemental, and increase the numbering as the supplementals increase.

Local Public Agency

Name of Local Public Agency Insert the name of the LPA.
County Insert the name of the county in which the LPA is located.
Section Number Insert the section number applied to this project without dashes, dashes are automatically inserted.
Job Number Insert the job number assigned for the project, if applicable.
Project Number Insert the project number assigned for this project, if applicable.
Contact Name Insert the name of the LPA contact for this project.
Phone Number Insert the phone for the LPA contact listed to the left without dashes.
Email Insert the email for the LPA contact listed to the left.

Section Provisions

Location Use the add location button to add additional locations, if needed, for up to a total of five locations. If there are more than five locations, use various.
Local Street/Road Name Insert the local street/road name.
Key Route Insert the key route of the street/road listed to the left, if applicable.
Length Insert the length in miles as it pertains to the location listed to the left. For a structure insert 0.01.
Existing Structure Number(s) Insert the existing structure number(s) for this project.
Location Termini Insert the beginning and ending termini as it pertains to this location for this project.
Add Location Use this button to add additional locations
Project Description Insert a description of the work to be accomplished by this project.
Engineering Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other." The form will change based on the box(es) checked.
Anticipated Construction Funding Check all boxes that apply, if type other is checked, insert the type of other funding in the box following "other."

Instructions for BLR 05530 - Page 2 of 3

Agreement For	Select the check box for the type of engineering the agreement is for. Phase I for Preliminary Engineering, Phase II for Design Engineering, Phase III for Construction Engineering. When Federal Funds are used, Phase I and Phase II can be selected when the agreement is for Federal PE. When Federal CE is selected, only Phase III can be selected. For MFT, the Phases can be selected based on the original selection at the top of the form for the agreement type.
Consultant	
Firm Name	Insert the name of the consultant firm.
Address	Insert the address of the firm listed to the left.
Contact Name	Insert the name of the contact for the firm listed to the left.
Phone Number	Insert the phone number for the contact listed to the left, without dashes.
Email	Insert the email of the contact listed to the left.
Agreement Exhibits	Check all that apply, for boxes checked that do not have a description, insert the name of the exhibit.
LPA Agrees	
Method of Compensation	<p>Select the method of compensation for this agreement by checking the applicable box.</p> <p>If Percent is checked (this is only available when agreement is for MFT funds.), insert in the box the applicable percentage.</p> <p>If Lump Sum is checked, complete the box after lump sum showing the lump sum compensation amount. For agreements funded with federal funds the lump sum shall be determined by using the Cost Plus Fixed Fee formula.</p> <p>If Specific Rate is checked, insert the specific rate in the box. The specific rate cannot exceed \$150,000. For a federal project this is limited to testing services only.</p> <p>If Cost Plus Fixed Fee is checked, select the type of raise the agreement will use: Anniversary or Fixed. If this method is selected, BLR 05513 or BLR 05514 must be included in the exhibits.</p>
Agreement Summary	
Prime	Insert the name of the Prime Consultant
TIN/FEIN/SS	Insert the Prime Consultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount.
Subconsultant	As applicable, for each sub consultant listed, insert the name of the subconsultant
TIN/FEIN/SS	Insert the Subconsultant's Taxpayer Identification Number (TIN), Federal Employer Identification Number (FEIN) or Social Security Number (SS).
Agreement Amount	Insert the maximum agreement amount for the subconsultant listed to the left.
Add Subconsultant	If additional lines are needed for additional subconsultants, insert lines as needed and complete the required information.
Subconsultant Total	This field is automatically completed, it is the sum of all the agreement amounts for all subconsultants listed.
Prime Total	This field is automatically completed, it is the amount of the prime consultant fee as listed above.
Total for All	This field is automatically completed, it is the sum of the subconsultant and the prime total.

Instructions for BLR 05530 - Page 3 of 3

Agreement Signatures

Executed by LPA

Local Public Agency Type

From the drop down, select the type of LPA. Types to choose from are: City, County, Town, or Village.

Name of Local Public Agency

Insert the name of the LPA.

By

The LPA clerk will sign here.

By

The LPA official authorized to sign this agreement will sign and date here.

Name of Local Public Agency

Insert the name of the Local Public Agency.

Local Public Agency Type

Insert the type of LPA.

Seal of LPA

The LPA will seal the document here.

Title

Insert the title of the LPA official who signed above.

Executed by the Engineer

Engineering Firm Name

Insert the name of the engineering firm the agreement is with.

By

The person(s) authorized to sign this agreement from the engineering firm will sign and date here.

Title

Insert the title of the person signing above.

For Agreement using MFT or State Funds only:

Regional Engineer

Upon approval the Regional Engineer will sign and date here.

Exhibit A

Insert the scope of services covered by this agreement for this project.

Exhibit B

Insert the project schedule that applies to this agreement.

Exhibit C

Insert Exhibit C, Direct Costs and complete the exhibit. Only items checked and completed will be allowed as a direct cost.

Exhibit D

Qualification Based Selection Checklist (QBS) process must be followed when the value of engineering will meet and/or exceed the threshold in 50 ILCS 510. If process does not apply, check the form not applicable box. If process applies and using federal funds, complete items 1 through 13. If applies and using state funds, complete items 14 through 16.

Exhibit E

Cost Plus Fixed Fee Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514).

If the method of compensation was checked as Cost Plus Fixed Fee (Anniversary or Fixed Raise) in the agreement, then select this box and attach the correct BLR form: BLR 05514 for fixed raise, or BLR 05513 for Anniversary Raises.

Exhibit

Use the remaining boxes and lines to add additional exhibits as needed.

A minimum of four (4) signed originals must be submitted to the Regional Engineer's District office.

Following approval, distribution will be as follows:

Central Office (only for Projects using State and/or Federal Funds)

District

Engineer (Municipal, Consultant or County)

Local Public Agency Clerk



Local Public Agency	County	Section Number
Village of Forest Park	Cook	
Consultant (Firm) Name	Prepared By	Date
Christopher B. Burke Engineering, Ltd.	James Amelio	11/5/2021

PAYROLL ESCALATION TABLE

CONTRACT TERM	10	MONTHS	OVERHEAD RATE	132.36%
START DATE	1/1/2022		COMPLEXITY FACTOR	
RAISE DATE	1/1/2023		% OF RAISE	2.00%

END DATE 10/31/2022

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	1/1/2022	10/31/2022	10	100.00%

The total escalation = 0.00%

Local Public Agency	County	Section Number
Village of Forest Park	Cook	

MAXIMUM PAYROLL RATE **78.00**
 ESCALATION FACTOR **0.00%**

PAYROLL RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Principal	\$78.00	\$78.00
Engineer VI	\$77.50	\$77.50
Engineer V	\$67.99	\$67.99
Engineer IV	\$56.58	\$56.58
Engineer III	\$46.52	\$46.52
Engineer I/II	\$33.22	\$33.22
Survey V	\$77.50	\$77.50
Survey IV	\$69.00	\$69.00
Survey III	\$61.00	\$61.00
Survey II	\$50.00	\$50.00
Survey I	\$37.33	\$37.33
Engineering Technician V	\$65.75	\$65.75
Engineering Technician IV	\$54.38	\$54.38
Engineering Technician III	\$31.13	\$31.13
Engineering Technician I/II	\$24.00	\$24.00
CAD Manager	\$65.17	\$65.17
CAD Technician II	\$47.67	\$47.67
GIS Specialist III	\$52.50	\$52.50
GIS Specialist I/II	\$35.00	\$35.00
Landscape Architect	\$59.25	\$59.25
Landscape Designer I/II	\$33.00	\$33.00
Environmental Resource Specialist V	\$73.00	\$73.00
Environmental Resource Specialist IV	\$55.56	\$55.56
Environmental Resource Specialist III	\$48.50	\$48.50
Environmental Resource Specialist II	\$29.00	\$29.00
Environmental Resource Specialist I	\$41.50	\$41.50
Environmental Resource Technician	\$41.50	\$41.50
Engineering Intern	\$15.71	\$15.71

Local Public Agency

County

Section Number

Village of Forest Park

Cook

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			IDOT Phase 1 & Phase 2 Kickoff Meeting			Phase 1 Design			Phase 2 Design			Pedestrian Lighting Design					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	0.0																	
Engineer VI	77.50	0.0																	
Engineer V	67.99	26.0	20.31%	13.81	6	100.00%	67.99	8	22.22%	15.11	12	22.22%	15.11	12	37.50%	21.22			
Engineer IV	56.58	12.0	9.38%	5.30															
Engineer III	46.52	0.0																	
Engineer I/II	33.22	80.0	62.50%	20.76				20	55.56%	18.46	40	74.07%	24.61	20	62.50%	20.76			
Survey V	77.50	0.0																	
Survey IV	69.00	0.0																	
Survey III	61.00	0.0																	
Survey II	50.00	0.0																	
Survey I	37.33	0.0																	
Engineering Technician V	65.75	0.0																	
Engineering Technician IV	54.38	0.0																	
Engineering Technician III	31.13	0.0																	
Engineering Technician I/II	24.00	0.0																	
CAD Manager	65.17	8.0	6.25%	4.07				8	22.22%	14.48									
CAD Technician II	47.67	2.0	1.56%	0.74							2	3.70%	1.77						
GIS Specialist III	52.50	0.0																	
GIS Specialist I/II	35.00	0.0																	
Landscape Architect	59.25	0.0																	
Landscape Designer I/II	33.00	0.0																	
Environmental Resource S	73.00	0.0																	
Environmental Resource S	55.56	0.0																	
Environmental Resource S	48.50	0.0																	
Environmental Resource S	29.00	0.0																	
Environmental Resource T	41.50	0.0																	
Engineering Item	15.71	0.0																	
TOTALS		128.0	100%	\$44.70	6.0	100.00%	\$67.99	36.0	100%	\$48.05	54.0	100%	\$41.48	32.0	100%	\$41.98	0.0	0%	\$0.00

Local Public Agency

County

Section Number

Village of Forest Park

Cook

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 2 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Engineer VI	77.50																		
Engineer V	67.99																		
Engineer IV	56.58																		
Engineer III	46.52																		
Engineer I/II	33.22																		
Survey V	77.50																		
Survey IV	69.00																		
Survey III	61.00																		
Survey II	50.00																		
Survey I	37.33																		
Engineering Technician V	65.75																		
Engineering Technician IV	54.38																		
Engineering Technician III	31.13																		
Engineering Technician I/II	24.00																		
CAD Manager	65.17																		
CAD Technician II	47.67																		
GIS Specialist III	52.50																		
GIS Specialist I/II	35.00																		
Landscape Architect	59.25																		
Landscape Designer I/II	33.00																		
Environmental Resource Spe	73.00																		
Environmental Resource Spe	55.56																		
Environmental Resource Spe	48.50																		
Environmental Resource Spe	29.00																		
Environmental Resource Tec	41.50																		
Engineering Item	15.71																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

Village of Forest Park

County

Cook

Section Number

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 3 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Engineer VI	77.50																		
Engineer V	67.99																		
Engineer IV	56.58																		
Engineer III	46.52																		
Engineer I/II	33.22																		
Survey V	77.50																		
Survey IV	69.00																		
Survey III	61.00																		
Survey II	50.00																		
Survey I	37.33																		
Engineering Technician V	65.75																		
Engineering Technician IV	54.38																		
Engineering Technician III	31.13																		
Engineering Technician I/II	24.00																		
CAD Manager	65.17																		
CAD Technician II	47.67																		
GIS Specialist III	52.50																		
GIS Specialist I/II	35.00																		
Landscape Architect	59.25																		
Landscape Designer I/II	33.00																		
Environmental Resource Spe	73.00																		
Environmental Resource Spe	55.56																		
Environmental Resource Spe	48.50																		
Environmental Resource Spe	29.00																		
Environmental Resource Tec	41.50																		
Engineering Item	15.71																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Village of Forest Park

Cook

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 4 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES																					
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																					
Engineer VI	77.50																					
Engineer V	67.99																					
Engineer IV	56.58																					
Engineer III	46.52																					
Engineer I/II	33.22																					
Survey V	77.50																					
Survey IV	69.00																					
Survey III	61.00																					
Survey II	50.00																					
Survey I	37.33																					
Engineering Technician V	65.75																					
Engineering Technician IV	54.38																					
Engineering Technician III	31.13																					
Engineering Technician I/II	24.00																					
CAD Manager	65.17																					
CAD Technician II	47.67																					
GIS Specialist III	52.50																					
GIS Specialist I/II	35.00																					
Landscape Architect	59.25																					
Landscape Designer I/II	33.00																					
Environmental Resource Sp	73.00																					
Environmental Resource Sp	55.56																					
Environmental Resource Sp	48.50																					
Environmental Resource Sp	29.00																					
Environmental Resource Te	41.50																					
Engineering Item	15.71																					
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Local Public Agency

Village of Forest Park

County

Cook

Section Number

AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

SHEET 5 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES																		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00																		
Engineer VI	77.50																		
Engineer V	67.99																		
Engineer IV	56.58																		
Engineer III	46.52																		
Engineer I/II	33.22																		
Survey V	77.50																		
Survey IV	69.00																		
Survey III	61.00																		
Survey II	50.00																		
Survey I	37.33																		
Engineering Technician V	65.75																		
Engineering Technician IV	54.38																		
Engineering Technician III	31.13																		
Engineering Technician I/II	24.00																		
CAD Manager	65.17																		
CAD Technician II	47.67																		
GIS Specialist III	52.50																		
GIS Specialist I/II	35.00																		
Landscape Architect	59.25																		
Landscape Designer I/II	33.00																		
Environmental Resource Spec	73.00																		
Environmental Resource Spec	55.56																		
Environmental Resource Spec	48.50																		
Environmental Resource Spec	29.00																		
Environmental Resource Tech	41.50																		
Engineering Item	15.71																		
TOTALS		0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00

Instructions for BLR 05514
Form instructions are not to be submitted with the form

This form shall be used as Exhibit E with BLR 05530, Local Public Agency Engineering Services Agreement, when Cost Plus Fixed is selected as the method of compensation with the raise date selected by the user. For more information, refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5.

Fields completed on one tab that are required on other tabs are automatically populated based on the entry on the first tab.

ESCALATION TAB

Local Public Agency	Insert the name of the Local Public Agency (LPA).
County	Insert the name in which the LPA is located.
Section Number	Insert the section number associated with this project.
Consultant (Firm) Name	Insert the name of the prime consultant for this agreement.
Prepared By	Insert the name of the person who prepared this document.
Date	Insert the date the document was prepared.
Payroll Escalation Table	
Contract Term	Insert the contract term in months.
Overhead Rate	Insert the IDOT approved overhead rate in place at the time of this agreement.
Start Date	Insert the start date of this agreement.
Complexity Factor	Insert the complexity factor assigned to this project. A complexity factor is assigned to the project, not to the LPA.
Raise Date	Insert the initial raise date.
% of Raise	No entry necessary, this is set at two percent.
End Date	No entry necessary, this field is automatically calculated based on the start date and contract term.
Escalation Per Year	No entry necessary, all fields are automatically calculated based on contract term, start date, and raise date.

RATES TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Maximum Payroll Rate	This is the maximum payroll rate allowable on this agreement.
Escalation Factor	This field is automatically completed based on entries on the Escalation Tab.
Classification	List each payroll classification who will work on this project, on a separate line.
IDOT Payroll Rates on File	Enter the IDOT approved rate for the classification listed to the left.
Calculated Rate	No entry necessary, this field is automatically completed based on the approved rate times the escalation factor.

SUBCONSULTANTS TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Name	List subconsultants that will be used on this project, using a separate line for each.
Direct Labor Total	Insert the direct labor for the consultant listed to the left.
Contribution to Prime Consultant	No entry necessary, this field is automatically completed. It is the Direct Labor Total times 10%.

COST EST TAB

Instructions for BLR 05514

Form instructions are not to be submitted with the form

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Overhead Rate	This field is automatically completed based on entries on the Escalation Tab.
Complexity Factor	This field is automatically completed based on entries on the Escalation Tab.
Task	Insert the tasks required for this project, use a separate line for each task.
Staff hours	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total hours for all payroll classifications for the task listed to the left.
Payroll	No entry necessary, this is automatically completed based on entries under the AVG tabs for each task. It will be the total payroll for the task listed to the left.
Overhead & Fringe Benefits	No entry necessary, this is automatically completed based on payroll listed to the left times the overhead rate.
Direct Costs	Insert the amount of direct costs for the task listed to the left.
Fixed Fee	No entry necessary, this is automatically completed based the lesser of minimum of the payroll plus the overhead and fringe benefits times fifteen percent, or 0.33 plus the complexity factor times .
Services by Others	Insert the amount of services by others for the task listed to the left.
Total	No entry necessary, this is the total of the payroll, overhead & fringe benefits, direct costs, fixed fee and services by others.
% of Grand Total	No entry necessary, this is the % of the grand total for the task listed to the left.
Subconsultant DL	This field is automatically completed based on the information completed on the SUB tab.
Totals	Totals fields are automatically completed based on the entries in the column above.

AVG 1 - AVG 5 TAB

Local Public Agency	This field is automatically completed based on entries on the Escalation Tab.
County	This field is automatically completed based on entries on the Escalation Tab.
Section Number	This field is automatically completed based on entries on the Escalation Tab.
Payroll Classification	This field is automatically completed based on entries on the Rates Tab.
Avg Hourly Rates	This field is automatically completed based on entries on the Rates Tab for the classification listed to the left, no payroll classification listed to the left.
Total Project Rates:	
Hours	This is the total hours based on entries under each task for the payroll entry is necessary.
% Part.	No entry is necessary, this is the percent of participation for the payroll classification listed to the left, of the total project.
Wgtd Avg	No entry is necessary, this is the weighted average for the payroll classification listed to the left.
Task	Each task will automatically be completed based on task entries on the COST EST tab.
Hours	Enter the number of hours the payroll classification listed to the left will perform for the task listed above.
% Part.	No entry necessary, this is the percent of participation for the payroll classification listed to the left for the task listed above.
Wgtd Avg	No entry necessary, this is the weighted average for the payroll classification listed to the left for the task above.
Totals	No entry necessary, this is the sum of the column above.

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

May 24, 2021 / December 13, 2021

12/13/21 Note: The Village Council authorized the painting of the Village's logo upon the south water tower earlier this summer. The attached change order confirms said policy directive and formally authorizes this change order. This will be the one and only change order for the south water tower painting project. Additional ground / site work needs to take place at this south tower; this work will be done separately sometime in 2022. As for this contract, the only remaining item left to be done concerns the replacement of the existing fence at the base of this tower. This fence replacement will take place once the base of this tower gets repaved.

Issue Statement

Request for Village Council policy direction and action concerning the painting of the Village's logo upon the south water tower in conjunction with in-progress tower rehabilitation project.

Background

The Village's south water tower is currently under rehabilitation; existing plans call for the painting of "Forest Park" on the top of said tower in block lettering (see attached Google Maps photos). Public Works Director Stella suggests that the Village consider utilizing the Village's logo on top of said tower versus repainting same using the block lettering.

Attached are mock up examples of how the tower would look using the Village's logo. Commissioners Voogd and Nero prefer the noted example. The proposal calls for one (1) logo on the tower that will face northeast. Please note that only the logo will appear on the tower, not "Village of" or "Big City Access" or "Small Town Charm." Inclusion of these words will be hard to see from afar, so only the center portion of the Village's logo will be used. Two colors will also be used: blue and gold.

This project is being funded using TIF funds. The incremental cost to paint the Village's logo on the tower instead of the block lettering amounts to \$13,250. There are available monies in this TIF Fund to account for these incremental painting costs.

Village Council approval, by motion, is required for this change in contract specifications. It was also felt that the entire Village Council shall provide input on this possible change as the life expectancy of paint on a water tower is around twenty years in addition to the fact that our water towers are very visible assets that belong to the Village.

Attachments

- Google Maps photos of existing block lettering on both water towers;
- Mock-ups of potential logo schemes;
- Proposal from tower contractor related to incremental logo installation costs.

**RESOLUTION RATIFYING AND APPROVING CHANGE ORDER NO. 1
TO THE CONTRACT WITH TECORP, INC. FOR THE
REHABILITATION OF THE SOUTH WATER TANK PROJECT**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), previously awarded the contract ("Contract") for the Rehabilitation of the South Water Tank Project ("Project") to Tecorp, Inc. ("Contractor") for the original Contract Price of Six Hundred Seventy-Four Thousand Two Hundred Dollars (\$674,200.00); 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 balancing Change Order No. 1 to the Contract, which reflects work added, in addition to the approved Contract, in particular the upgraded logo painting, to be included in the Project, a copy of which Change Order No. 1 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Change Order No. 1 to the Contract increases the Contract Price by an additional Thirteen Thousand Two Hundred Fifty Dollars (\$13,250.00) for a new contract price of Six Hundred Eight-Seven Thousand Four Hundred Fifty Dollars (\$687,450.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 1 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 ratifies and approves Change Order No. 1 to the Contract.

Section 3. The Village Administrator was and is hereby authorized and his prior execution thereof of the Change Order No. 1 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. 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

EXHIBIT A

**CHANGE ORDER NO. 1 TO CONTRACT
WITH TECORP, INC. FOR THE
REHABILITATION OF THE SOUTH WATER TANK PROJECT**



Village of Forest Park Change Order

Change Order No. : 1

Date : 08/23/2021

Agreement Date : 02/08/2021

Name of Project: Rehabilitation of the 500,000 Gallon Legged High Tank (South)

Owner: Village of Forest Park

Contractor: Tecorp, Inc.

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

Logo on south water tower.

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$	674,200.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) =	\$	674,200.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$	13,250.00
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	687,450.00

CHANGE TO CONTRACT TIME

CONTRACT TIME will be (Increased) by calendar days:	<u>15</u>
The Date for final completion of all work shall be:	<u>NA</u>

Prepared By CONTRACTOR: Tecorp, Inc. (date) _____

Reviewed By ENGINEER: Gerald Hennelly (date) _____

Accepted By OWNER: Village of Forest Park (date) _____

Village of Forest Park

Rehabilitation of the 500 MMG Gallon Legged High Tank (South)

CBBEL Project No. 000023.00095

Pay Request Balancing 1

Date: 08/23/21

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 COMPLETED THIS PERIOD	TOTAL VALUE COMPLETED TO DATE	BALANCE TO FINISH	5% RETAINAGE
05 50 00/01	CONTINUOUS WELD SEAM REPAIRS	LIN. FT.	300	\$ 150.00	\$45,000.00	0.00	300.00	300.00	0.00	\$45,000.00	\$45,000.00	\$0.00	\$2,250.00
00 50 00/02	INTERIOR PIN HOLES WELD REPAIRS	EACH	1500	\$ 25.00	\$37,500.00	0.00	1500.00	1500.00	0.00	\$37,500.00	\$37,500.00	\$0.00	\$1,875.00
00 50 00/03	ROOF PIN HOLE WELD REPAIRS	LUMP SUM	1	\$ 6,000.00	\$6,000.00	0.00	1.00	1.00	0.00	\$6,000.00	\$6,000.00	\$0.00	\$300.00
00 50 00/04	TIGHTEN SWAY RODS	LUMP SUM	1	\$ 6,500.00	\$6,500.00	0.00	1.00	1.00	0.00	\$6,500.00	\$6,500.00	\$0.00	\$325.00
00 50 00/05	INSTALL NEW SIPHON PIPING	LUMP SUM	1	\$ 6,000.00	\$6,000.00	0.00	1.00	1.00	0.00	\$6,000.00	\$6,000.00	\$0.00	\$300.00
00 50 00/06	REMOVE AND REPLACE FLAP GATE & SCREEN	LUMP SUM	1	\$ 4,500.00	\$4,500.00	0.00	1.00	1.00	0.00	\$4,500.00	\$4,500.00	\$0.00	\$225.00
00 50 00/07	REMOVE AND REPLACE PAINTERS RAIL	LUMP SUM	1	\$ 40,000.00	\$40,000.00	0.00	1.00	1.00	0.00	\$40,000.00	\$40,000.00	\$0.00	\$2,000.00
00 52 13/01	REMOVE AND REPLACE EXISTING ROOF VENT	LUMP SUM	1	\$ 7,500.00	\$7,500.00	0.00	1.00	1.00	0.00	\$7,500.00	\$7,500.00	\$0.00	\$375.00
00 52 13/02	REPLACE EXISTING PVC ROOF COUPLINGS	LUMP SUM	1	\$ 1,000.00	\$1,000.00	0.00	1.00	1.00	0.00	\$1,000.00	\$1,000.00	\$0.00	\$50.00
00 52 13/03	INSTALL NEW LADDERS AND SAFETY CLIMB DEVICE IN INTERIOR WET	LUMP SUM	1	\$ 18,000.00	\$18,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$18,000.00	\$0.00
00 52 13/04	REMOVE AND REPLACE EXISTING ROOF HATCHES	LUMP SUM	1	\$ 4,500.00	\$4,500.00	0.00	1.00	1.00	0.00	\$4,500.00	\$4,500.00	\$0.00	\$225.00
00 52 13/05	RELOCATE ANTENNA MAST	LUMP SUM	1	\$ -	\$0.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$0.00	\$0.00
00 52 13/06	INSTALL NEW CONTROL STRUCTURE	LUMP SUM	1	\$ -	\$0.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$0.00	\$0.00
00 52 13/07	CONCRETE REPAIRS	LUMP SUM	1	\$ 3,000.00	\$3,000.00	0.00	1.00	1.00	0.00	\$3,000.00	\$3,000.00	\$0.00	\$150.00
09 91 13/01	INTERIOR WET SURFACES PREP, PRIME AND PAINTING	LUMP SUM	1	\$ 140,000.00	\$140,000.00	0.75	0.25	1.00	0.00	\$35,000.00	\$140,000.00	\$0.00	\$7,000.00
09 91 13/02	EXTERIOR SURFACES PREP, PRIME AND PAINTING	LUMP SUM	1	\$ 275,000.00	\$275,000.00	0.50	0.50	1.00	0.00	\$137,500.00	\$275,000.00	\$0.00	\$13,750.00
09 91 13/04	LEGAL DISPOSAL OF PAINT CHIPS AND OTHER DEBRIS	LUMP SUM	1	\$ 5,000.00	\$5,000.00	0.00	1.00	1.00	0.00	\$5,000.00	\$5,000.00	\$0.00	\$250.00
11 20 00/01	WATER STRATIFICATION EQUIPMENT	LUMP SUM	1	\$ 23,000.00	\$23,000.00	0.00	1.00	1.00	0.00	\$23,000.00	\$23,000.00	\$0.00	\$1,150.00
26 42 00/01	CATHODIC PROTECTION	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	1.00	1.00	0.00	\$16,000.00	\$16,000.00	\$0.00	\$800.00
26 42 00/02	SERVICE AGREEMENT	LUMP SUM	1	\$ 1,000.00	\$1,000.00	0.00	1.00	1.00	0.00	\$1,000.00	\$1,000.00	\$0.00	\$50.00
26 56 00/01	LIGHTING AND ELECTRICAL EQUIPMENT REMOVAL AND REPLACEMENT	LUMP SUM	1	\$ 5,500.00	\$5,500.00	0.00	1.00	1.00	0.00	\$5,500.00	\$5,500.00	\$0.00	\$275.00
27 51 25/01	MODIFICATIONS TO EXISTING SCADA SYSTEM	LUMP SUM	1	\$ 2,200.00	\$2,200.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$2,200.00	\$0.00
32 31 13/01	HIGH SECURITY CHAIN LINK FENCES AND GATES	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$24,000.00	\$0.00
CO #1	WATER TOWER LOGO	LUMP SUM	1	\$ 13,250.00	\$13,250.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$13,250.00	\$0.00
SUBTOTAL CONSTRUCTION COST=					\$684,450.00					\$384,500.00	\$627,000.00	\$57,450.00	\$31,350.00

TOTAL CONTRACT VALUE	\$684,450.00
TOTAL VALUE COMPLETED TO DATE	\$627,000.00
TOTAL AMOUNT PAID TO DATE	\$218,250.00
5% RETAINAGE	\$31,350.00
TOTAL AMOUNT DUE THIS PERIOD	\$377,400.00

Google Maps Photo of South Water Tower – Circa 2019



Google Maps Photo of North Water Tower – Circa 2017





Horizontal Logo & Lettering



*2221 Muriel Court
Joliet, Illinois 60433*

Phone: 815-726-9192

Fax: 815-726-9245

Email: nickv@tecorp.us

05/17/2021

Gerald Hennelly
Christopher Burke Engineering Ltd.

RE: Hannah Ave Water Tower Logo

This letter is to provide a proposal for the Alternate logo options that have been emailed to Tecorp for pricing.

The additional cost per logo for the Blue logo with gold border (No other colors) is as follows: \$13,250.00/ Logo

The additional cost to apply the multi color logo on the tank is as follows:
\$21,550.00/ Logo.*

*If the full color logo alternate is accepted several items will be different from the logo sent. The green in the bushes will only have 2 shades of green. One as the base background for the bush and the other as the curved accents. The grass will be one color, the sky will be one color, the park bench will be brown and black only and the windows will be one color.

We will also need the pantone colors used in the logo immediately because we will have to have the paint manufacturer create drawdowns in the finish coat for approval.

Respectfully Submitted

Telly Visvardis

Tecorp, Inc.

A Complete Professional Coating and Lining Service

A RESOLUTION REJECTING ALL BIDS, WAIVING BIDDING REQUIREMENTS AND AUTHORIZING THE AWARD OF THE CONTRACT FOR THE REHABILITATION PROJECT OF THE NORTH WATER TANK IN THE VILLAGE OF FOREST PARK

WHEREAS, the Village of Forest Park (“Village”) had previously advertised for bids for the rehabilitation of (i) the 500,000 gallon hydropillar high tank at 7435 Franklin Street (“North Tank”) and (ii) the 500,000 gallon legged high tank at 1580 South Hannah Avenue (“South Tank”) (collectively, the "Project"), in the Village; and

WHEREAS, on May 7, 2020 at 10:00 a.m., the bid results were publicly opened, read aloud and the following two (2) bids were received for the Project and reviewed by the Village staff and Christopher B. Burke Engineering, Ltd. (“CBBEL”):

	CONTRACTOR	BID FOR NORTH TANK	BID FOR SOUTH TANK	TOTAL BID PRICE BOTH TANKS
-	<i>Engineer's Estimate</i>	<i>\$1,059,500.00</i>	<i>\$641,000.00</i>	<i>\$1,700,500.00</i>
1	Tecorp, Inc.	\$1,049,300.00	\$674,200.00	\$1,723,500.00
2	Era Valdivia Contractors	\$993,100.00	\$749,300.00	\$1,742,400.00

WHEREAS, Tecorp, Inc. was the apparent low bidder for the South Tank and the Project, and Era Valdivia Contractors for the North Tank, with each providing the correct forms required, including bid bond and specifications; and

WHEREAS, Tecorp, Inc. has confirmed, in writing, as of November 12, 2021, that it will hold and affirm its bid price through 2022 for the North Tank, but that Era Valdivia Contractors has not; and

WHEREAS, the Village has the right to reject any and all bids, to waive technicalities, or to advertise for new bids, if the best interests of the Village will be promoted thereby; and

WHEREAS, pursuant to the Village Code, the Corporate Authorities of the Village, pursuant to the Village Code, have the authority to waive competitive bidding if authorized by a vote of four-fifths (4/5ths) of the Corporate Authorities then holding office; and

WHEREAS, CBBEL and Village staff recommend that the Corporate Authorities of the Village elect to reject all bids, waive the bidding requirement required by the Village Code by a four-fifths (4/5ths) vote and schedule the rehabilitation of the North Tank at this time; and

WHEREAS, the Corporate Authorities of the Village have determined that it is in the Village's best interest to waive competitive bidding for the North Tower; and

WHEREAS, on February 8, 2021, the Village previously approved the contract to Tecorp, Inc., solely for the South Water Tower, which South Tower work is nearing successful completion; and

WHEREAS, the bid documents have been reviewed by CBBEL, the Village Engineers, who have (i) determined Tecorp, Inc. to be a responsible bidder for the North Tank, and (ii) confirmed in writing that Tecorp, Inc. has affirmed its bid amount of \$1,049,300.00 for the scope of the North Tank portion of the Project, and therefore recommend to the Corporate Authorities of the Village, at this time, to reject all bids, waive the bidding requirements by a four-fifths (4/5ths) vote under the Village Code, and award of contract for the North Tank portion of the Project, solely, be made to Tecorp, Inc. in the amount of \$1,049,300.00, pursuant to the recommendation attached hereto as Exhibit A and made a part hereof; and

WHEREAS, the Mayor and Council of the Village have determined that it is in the best interest of the Village to award the contract for the North Tank portion of the Project, solely, to the responsible bidder, Tecorp, Inc., in the amount of \$1,049,300.00, pursuant to Exhibit A; and

WHEREAS, it is necessary that the Mayor of the Village execute and file the appropriate documents and sign any and all documents necessary for the awarding of the contract to Tecorp, Inc. for the North Tank portion of the Project, subject to and contingent upon Tecorp, Inc. securing, in writing, any and all license agreements required by the Village and necessary for Tecorp, Inc. to relocate North Tank cell towers and to access and rehabilitate the North Tower, 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 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. The Council of the Village of Forest Park finds that it is in the best interest of the Village to reject all bids, waive the bidding requirements under the Village Code by a four-fifths (4/5ths) vote, and award the contract for the North Tank portion of the Project to the responsible bidder, Tecorp, Inc., in the amount of \$1,049,300.00.

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 North Tank of the Project to the responsible bidder, Tecorp, Inc., in the amount of \$1,049,300.00.

PASSED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk

EXHIBIT A



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 7, 2021

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

Attention: Mr. Moses Amidei - Village Administrator

Subject: Rehabilitation of the 500,000 Gallon Hydropillar High Tank at 7435
Franklin Street (North Tank)
Recommendation of Award
(CBBEL Project No. 00023.00095)

Dear Mr. Amidei:

On Thursday, May 7, 2020, bids were received at the Village of Forest Park Village Hall and opened for the Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North Tank) and the 500,000 Gallon Legged High Tank (South Tank) project. Bids have been reviewed and tabulated and are as follows:

Contractor	Bid for North Tank	Bid for South Tank	Total Bid Price Both Tanks
Tecorp, Inc.	\$1,049,300.00*	\$674,200.00	\$1,723,500.00*
Era Valdivia Contractors	\$993,100.00*	\$749,300.00	\$1,742,400.00*
<i>Engineer's Estimate</i>	<i>\$1,059,500.00</i>	<i>\$641,000.00</i>	<i>\$1,700,500.00</i>

*indicates corrected by CBBEL

As you can see, Tecorp, Inc. is the lowest bidder for the combination bid of both tanks. The intent of the project was to perform improvements at both locations; however, award of contract was delayed due to the COVID-19 pandemic and setbacks in procuring license agreements for site access from adjacent property owners. On February 8, 2021, the Village of Forest Park awarded the south tank to Tecorp, Inc. as the license agreement for that site had been addressed.

License agreements for the north tank have been negotiated and the cellular providers on the north tank have been coordinated with to relocate their equipment onto one temporary pole within Village property. With those items addressed, we recommend the Village award the north tank.

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We recently contacted Era Valdivia as they were the lowest bidder for the north tank. Due to the time lapse, Era Valdivia has communicated that they are not willing to hold their price, however they are interested in bidding the project if it were to be rebid. We have discussed the project with Tecorp who has stated that they are willing to hold their bid price on the north tank and maintain a schedule with completion in summer 2022.

Understanding the contractor's positions leaves the Village with the following options: rebid the project or waive competitive bidding and award to Tecorp. Due to the specialty nature of tank painting, there is a limited pool of contractors within the area that can perform this work and timing of the bid is critical. This work is typically bid in the late Fall for completion in the upcoming construction season. If we were to go through the bidding process, we would open bids in the spring which would push the work into 2023. Additionally, rebidding of the project may result in higher pricing as the quotes we received were from early 2020 and rebidding would occur almost 2 years later.

Therefore, we recommend that the Village waive competitive bidding and award a contract to Tecorp, Inc. for the north tank in the amount of \$1,049,300.00.

Subsequent to the bid of the project, Village Staff has identified several items to include in the scope of work on the north tank. Those items are identified and included in Change Order 1 for the north tank which is attached. We recommend approval of Change Order 1 in the amount of \$14,250.00.

Sincerely,



James Amelio, PE
Senior Project Manager

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 13, 2021

Issue Statement

Request for Village Council action concerning Change Order 1 related to the North Water Tower painting project

Background

When the Village's south water tower was repainted earlier this year, the Village Council authorized a change order to the painting contract that provided for the painting of the Village's logo upon said south water tower. The original plan in the bid document was to repaint "Forest Park" on the water towers using block lettering.

With respect to the north tower, a similar request is being made to the Village Council; shall the Village's logo appear on the north tower instead of the words "Forest Park" appearing in block lettering? Should the Village Council authorize the painting of the Village's logo upon the north tower (**special note:** only one (1) logo will be painted on the tower; the logo will face south), direction needs to be given to staff if the Council would prefer the "horizontal" or "vertical" version of the logo. The horizontal version of the Village's logo appears on the Village's south water tower; both options are being presented to the Council since the shape of the top of the north tower differs from the shape of the south tower. As staff understands it, the cost is the same for the horizontal and vertical versions. And finally, like the south tower, the words "Village Of," "Big City Access," and "Small Town Charm" will not appear adjacent to the logo, only the logo itself.

The other change order request concerns the authorization of a reimbursement to the contractor of \$1,000 related to insurance premium fees. The Village has secured a construction license agreement with the CTA - access to the site through CTA's property will be required in conjunction with this repainting project. The terms of CTA's insurance requirements resulted in securing additional insurance coverage at a sum of \$1,000. These insurance requirements are an added cost to the contractor and are in excess of what was expected of bidding contractors in the original bid.

Attachments

- Resolution authorizing change order and related documentation;
- Mock-ups of potential logo schemes.

**RESOLUTION APPROVING CHANGE ORDER NO. 1
TO THE CONTRACT WITH TECORP, INC. FOR THE
REHABILITATION OF THE NORTH WATER TANK PROJECT**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), previously awarded the contract ("Contract") for the Rehabilitation of the North Water Tank Project ("Project") to Tecorp, Inc. ("Contractor") for the original Contract Price of Six Hundred Seventy-Four Thousand Two Hundred Dollars (\$1,049,300.00); 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 balancing Change Order No. 1 to the Contract, which reflects work added, in addition to the approved Contract, in particular the upgraded logo painting and additional license agreement insurance, to be included in the Project, a copy of which Change Order No. 1 is attached hereto and made a part hereof as Exhibit A; and

WHEREAS, Change Order No. 1 to the Contract increases the Contract Price by an additional ee Thousand Two Hundred Fifty Dollars (\$14,250.00) for a new contract price of One Million Sixty-Three Thousand Five Hundred Fifty Dollars (\$1,063,550.00); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 1 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 ratifies and approves Change Order No. 1 to the Contract.

Section 3. The Village Administrator was and is hereby authorized and his prior execution thereof of the Change Order No. 1 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. 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

EXHIBIT A

**CHANGE ORDER NO. 1 TO CONTRACT
WITH TECORP, INC. FOR THE
REHABILITATION OF THE NORTH WATER TANK PROJECT**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 3, 2021

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

Attention: Moses Amidei
Village Administrator

Subject: Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North Tank)
Located at 7435 Franklin Street
Village of Forest Park
Change Order #1
(CBBEL Project No. 000023.00095)

Dear Moses:

As requested by the Village, CBBEL solicited a proposal for additional items ordered by Village and additional insurance required by CTA license agreement. The contractor has submitted their proposal for Change Order #1 for additional items ordered by Village and additional insurance required by CTA license agreement. This work was not part of the original scope of work when the contract was bid or awarded.

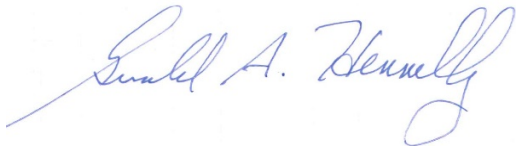
The cost associated with the above work is \$14,250.00 and changes to the total contract amount are listed below.

Current Contract Amount	\$1,049,300.00
Cost of Change Order #1 (Additional Items)	<u>\$ 14,250.00</u>
New Contract Amount	\$1,063,550.00

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, 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

Cc: Salvatore Stella, Village of Forest Park
Katie Murphy, Village of Forest Park
Jim Amelio, CBBEL
Nick Visvardis, Tecorp Inc.

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Village of Forest Park Change Order

Change Order No. : 1

Date : 12/03/2021

Agreement Date : 02/08/2021

Name of Project: Rehabilitation of the 500,000 Gallon Hydropillar High Tank (North)

Owner: Village of Forest Park

Contractor: Tecorp, Inc.

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

Additional items ordered by Village.

Additional insurance required by CTA for license agreement.

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$ 1,049,300.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) =	\$ 1,049,300.00
Additional Items Ordered by Village	\$ 13,250.00
Additional Insurance Required by CTA for License Agreement	\$ 1,000.00
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$ 14,250.00
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$ 1,063,550.00

CHANGE TO CONTRACT TIME

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

Prepared By CONTRACTOR: Tecorp, Inc. (date) _____

Reviewed By ENGINEER: Jim Amelio (date) _____

Accepted By OWNER: Village of Forest Park (date) _____

Village of Forest Park

Rehabilitation of the 500 MMG Gallon Hydropillar High Tank (North)

CBBEL Project No. 000023.00095

Pay Request Balancing 1

Date: 12/03/21

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 COMPLETED THIS PERIOD	TOTAL VALUE COMPLETED TO DATE	BALANCE TO FINISH	5% RETAINAGE
05 50 00/01	CONTINUOUS WELD SEAMREPAIRS	LIN. FT.	100	\$ 150.00	\$15,000.00	0.00	0.00	0.00	100.00	\$0.00	\$0.00	\$15,000.00	\$0.00
05 50 00/02	INTERIOR PIN HOLES WELD REPAIRS	EACH	1500	\$ 27.00	\$40,500.00	0.00	0.00	0.00	1500.00	\$0.00	\$0.00	\$40,500.00	\$0.00
05 50 00/03	ROOF PIN HOLE WELD REPAIRS	LUMP SUM	1	\$ 6,000.00	\$6,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$6,000.00	\$0.00
05 50 00/04	INSTALL NEW SAFETY GRABS	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
05 50 00/05	REMOVE AND REPLACE EXISTING HANDRAIL	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$24,000.00	\$0.00
05 50 00/06	INSTALL ANTENNA CABLE CASING PIPES	LUMP SUM	1	\$ 48,000.00	\$48,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$48,000.00	\$0.00
05 52 13/01	REMOVE AND REPLACE EXISTING ROOF VENT	LUMP SUM	1	\$ 7,500.00	\$7,500.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$7,500.00	\$0.00
05 52 13/02	REMOVE EXISTING CAT WALK	LUMP SUM	1	\$ 2,000.00	\$2,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$2,000.00	\$0.00
05 52 13/03	REMOVE AND REPLACE EXISTING INTERIOR WET AND EXTERIOR LADDER AND NEW VALVE VAULT LADDER	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$16,000.00	\$0.00
05 52 13/04	REMOVE AND REPLACE EXISTING ROOF HATCHES	LUMP SUM	1	\$ 8,500.00	\$8,500.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$8,500.00	\$0.00
05 52 13/05	RELOCATE EXISTING ANTENNA MAST	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
05 52 13/06	REMOVE AND REPLACE EXISTING EXPANSION JOINT AND VALVE VAULT/RISER PIPING IN KIND	LUMP SUM	1	\$ 22,000.00	\$22,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$22,000.00	\$0.00
09 91 13/01	INTERIOR WET SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 178,000.00	\$178,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$178,000.00	\$0.00
09 91 13/02	EXTERIOR SURFACES; ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 410,000.00	\$410,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$410,000.00	\$0.00
09 91 13/03	INTERIOR DRY SURFACES; PIT AND RISER PIPING, ALL SURFACE PREP, PRIMING AND PAINTING	LUMP SUM	1	\$ 65,000.00	\$65,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$65,000.00	\$0.00
09 91 13/04	PROPER AND LEGAL DISPOSAL OF PAINT CHIPS/FLAKES AND OTHER DEBRIS	LUMP SUM	1	\$ 5,000.00	\$5,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$5,000.00	\$0.00
09 91 13/05	CONTAINMENT	LUMP SUM	1	\$ 120,000.00	\$120,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$120,000.00	\$0.00
11 20 00/01	WATER STRATIFICATION EQUIPMENT	LUMP SUM	1	\$ 23,000.00	\$23,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$23,000.00	\$0.00
26 42 00/01	CATHODIC PROTECTION	LUMP SUM	1	\$ 16,000.00	\$16,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$16,000.00	\$0.00
26 42 00/02	SERVICE AGREEMENT	LUMP SUM	1	\$ 1,000.00	\$1,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$1,000.00	\$0.00
26 56 00/01	LIGHTING AND ELECTRICAL EQUIPMENT REMOVAL AND REPLACEMENT	LUMP SUM	1	\$ 8,000.00	\$8,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$8,000.00	\$0.00
27 51 25/01	MODIFICATIONS TO EXISTING SCADA SYSTEM	LUMP SUM	1	\$ 3,800.00	\$3,800.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$3,800.00	\$0.00
32 31 13/01	HIGH SECURITY CHAIN LINK FENCING AND GATES	LUMP SUM	1	\$ 24,000.00	\$24,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$24,000.00	\$0.00
CO #1	ADDITIONAL ITEMS ORDERED BY VILLAGE*	LUMP SUM	1	\$ 14,250.00	\$14,250.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$14,250.00	\$0.00
SUBTOTAL CONSTRUCTION COST=					\$1,063,550.00					\$0.00	\$0.00	\$1,063,550.00	\$0.00

* See attached summary sheet

TOTAL CONTRACT VALUE	\$1,063,550.00
TOTAL VALUE COMPLETED TO DATE	\$0.00
TOTAL AMOUNT PAID TO DATE	\$0.00
5% RETAINAGE	\$0.00
TOTAL AMOUNT DUE THIS PERIOD	\$0.00

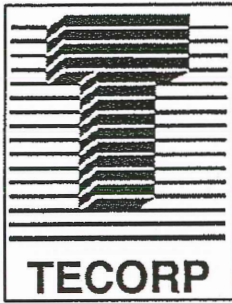
Village of Forest Park

Rehabilitation of the 500 MMG Gallon Hydropillar High Tank (North)

CBBEL Project No. 000023.00095

Change Order Summary

ITEM NO.	DESCRIPTION OF WORK	UNIT	QUANTITY	UNIT PRICE	SCHEDULED VALUE
1	LOGO	LUMP SUM	1	\$ 13,250.00	\$13,250.00
2	ADDITIONAL INSURANCE REQUIRED BY CTA FOR LICENSE AGREEMENT	LUMP SUM	1	\$ 1,000.00	\$1,000.00
TOTAL CHANGE ORDER COST=					\$14,250.00



2221 Muriel Court
Joliet, Illinois 60433

Phone: 815-726-9192

Fax: 815-726-9245

Email: Tvisvardis@tecorp.us

September 15, 2021

Christopher Burke Engineering
Gerald Hannelley
9575 W. Higgins Road. Suite 600
Rosemont, IL 60018

RE: Village of Forest Park water tower rehab.

- Painting. *Included in the contract.*
- Logo. *Need updated pricing for the difference of the wording logo and the ornamental logo. Logo Included in Base Bid = \$9,000.00 Logo price per Memo = \$22,250.00 Total Additional per Logo = \$13,250.00*
- Spotlights for logo (optional). *This will need to be designed as to where the lights can be placed. A photometric design will be needed and a structural analysis performed prior to a full electrical design. This is not a good option at this time, plus there already is ambient light from Farmington and the CTA lot.*
- LED lighting. *Is included in the replacement of all interior lighting pricing contract.*
- Paving. *Need pricing from Tecorp. A better alternative would be to have a Village road contractor do the work.*
No Bid
- Revamp electrical system on new circuit. *Need the Village to give CBEL a scope of work of what needs to be revamped.*
We need the scope of work from the Village.
- Move SCADA and cathodic boxes to old Nextel room. *Included in contract.*

A Complete Professional Coating and Lining Service

- Security fence. *Included in contract.*
- New cathodic system with mixer. *Included in contract.*
- LED lighting along the ladder leading to the bowl. *Included in contract.*
- Remove existing railroad spur stop. *Need price from Tecorp.*

****Disclaimer-** Concrete to be removed will not have a smooth surface finish.

Peter Visvardis
Sales & Marketing Manager

A Complete Professional Coating and Lining Service



Horizontal Logo & Lettering



Vertical Logo & Lettering

AGENDA MEMO

Village Council Meeting – December 13, 2021 - Forest Park, Illinois

Issue Statement

Request for Village Council policy direction concerning proceeding with bid process related to [Metropolitan Water Reclamation District of Greater Chicago \(MWRD\)](#) Green Infrastructure grant award project (510 Des Plaines Avenue Parking Lot)

Background

The Village of Forest Park received a “Green Infrastructure” grant award from the MWRD to convert its existing employee asphalt parking lot to a permeable paving parking lot. This conversion will allow this parking lot to retain and slowly release approximately 40,000 gallons of storm water into the storm sewer system during significant rainfall events. By retaining storm water and thus slowly releasing same into the adjacent storm sewer during such weather events, this will provide flooding benefits to the adjacent area – especially due to the presence of a combined sewer system in said area.

When the grant award was first applied for (pre-2021), it was estimated at that time that the construction cost of this project would amount to approximately \$288,000. The MWRD awarded the Village grant funding in the amount of \$201,000 for the project; the remaining sum would be the required local match (\$87,000).

Since the announcement of the grant award, plans were updated and finalized. Also during this time as everyone is aware, market conditions have changed material and associated labor costs.

Attached, please find an updated cost estimate of the project as well as the parking lot improvement plan.

The new updated cost of this project now amounts to \$471,505. This estimate reflects unit pricing from similar recent publicly bid projects. According to Village Engineer Jim Amelio, earth excavation costs (item 7) and permeable paver costs (item 25) have risen when compared to the time of the project’s original estimate. Furthermore, during the design phase of this project, it has been discovered that as part of the earth excavation process to ready the site for the pavers, approximately 854 cubic yards of soil will need to be specially disposed of, as this soil is contaminated due to the former use on the property.

As the new estimate indicates, the Village’s local construction portion share of the project (sum does not include Phase III Construction Observation Engineering) now amounts to a sum of \$269,905.

At this time, staff is asking the Village Council for policy direction as to whether the Village shall move forward with this project, using this specific grant, or shall return the award to the MWRD.

It is anticipated that the Village would use MFT monies as its local share match. The Village does have such monies in its account at the present time to provide this local match. Note: It is anticipated that General Funds will be used for the Phase III Engineering costs (though it is permissible to use MFT funds for engineering costs, staff does not recommend same due to administrative burdens, etc.). For point of reference, the Village receives approximately \$326,000 per year in MFT funding; this figure is based off a rate multiplied by one’s total population.

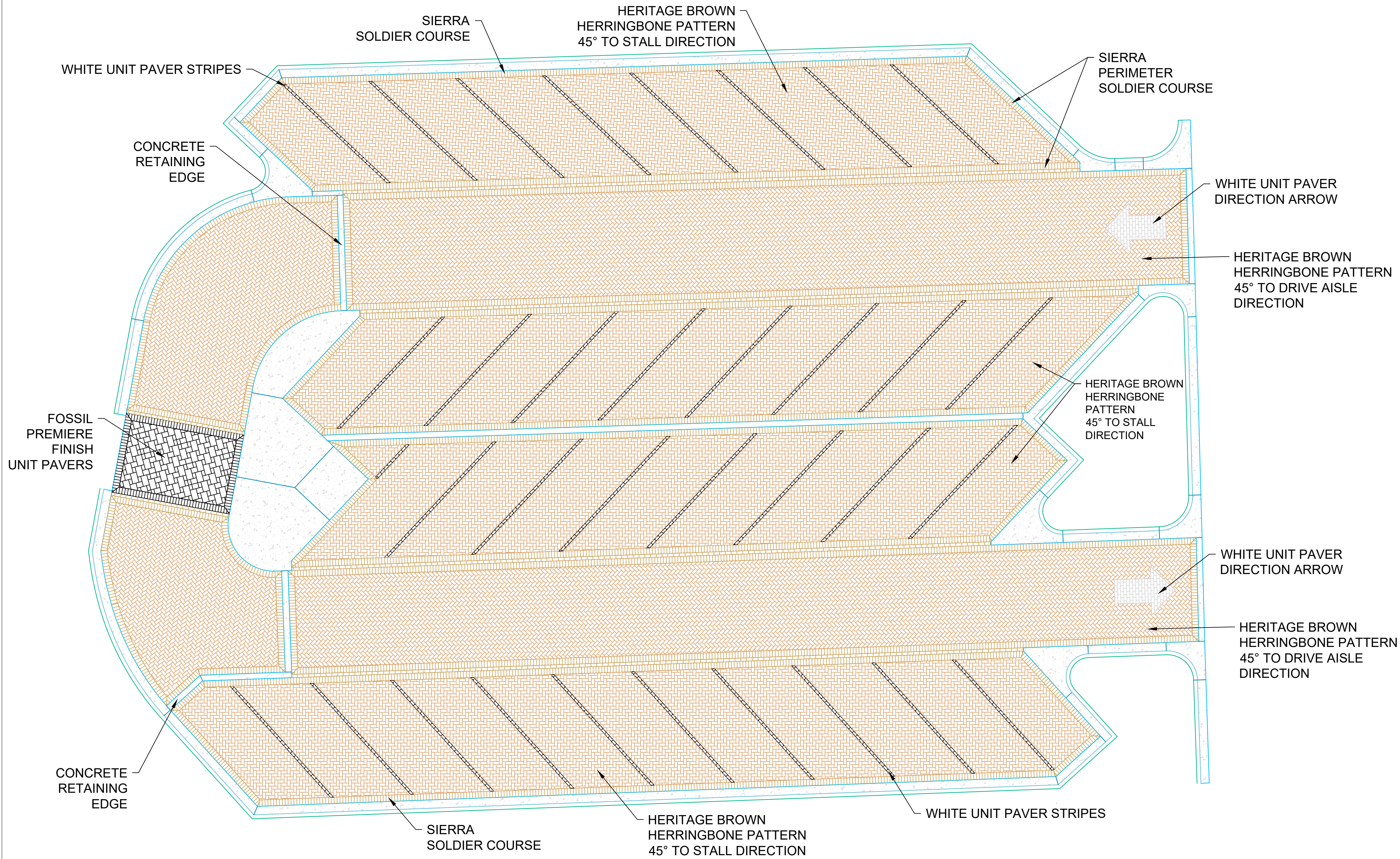
Another option includes proceeding with the bid process in hopes that bids come back favorably to the Village, thus lessening our local match requirements. Though our local match requirements have increased since the project’s original estimate, the Council shall weigh the anticipated project costs with the public benefits provided by converting an impervious parking lot to one that provides compensatory storage during larger rain events, especially in a combined sewer environment. Should the Council decide to proceed with the bid process, staff will work with our Village Engineer to complete this process, and will report back to the Council to receive your direction concerning next steps.

Forest Park - 510 Desplaines Permeable Parking Lot

Engineer's Estimate of Probable Costs
Design Firm Name: Christopher B. Burke Engineering
Design Firm Project #: 000023BG100
Date: 12/3/2021

SPECIAL	ITEM	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	TOTAL COST
*	1	TREE TRUNK PROTECTION	EACH	\$ 200.00	6	\$ 1,200.00
	2	TREE ROOT PRUNING	EACH	\$ 100.00	6	\$ 600.00
	3	NITROGEN FERTILIZER NUTRIENT	POUND	\$ 10.00	1	\$ 10.00
	4	POTASSIUM FERTILIZER NUTRIENT	POUND	\$ 10.00	1	\$ 10.00
	5	PHOSPHORUS FERTILIZER NUTRIENT	POUND	\$ 10.00	1	\$ 10.00
	6	SODDING	SQ YD	\$ 50.00	24	\$ 1,200.00
	7	EARTH EXCAVATION	CU YD	\$ 55.00	854	\$ 46,970.00
	8	INLET FILTERS	EACH	\$ 250.00	2	\$ 500.00
	9	AGGREGATE SUBGRADE IMPROVEMENT, CA-1 GRADATION	CU YD	\$ 100.00	22	\$ 2,200.00
	10	GRANULAR SUBGRADE, CA-1 GRADATION, 18 INCH	SQ YD	\$ 58.00	1280	\$ 74,240.00
	11	GRANULAR SUBGRADE, CA-7 GRADATION, 6 INCH	SQ YD	\$ 10.00	1280	\$ 12,800.00
*	12	PORTLAND CEMENT CONCRETE PAVEMENT, 8 INCH	SQ YD	\$ 140.00	45	\$ 6,300.00
*	13	PAVEMENT REMOVAL	SQ YD	\$ 15.00	1280	\$ 19,200.00
*	14	COMBINATION CURB AND GUTTER REMOVAL	FOOT	\$ 10.00	350	\$ 3,500.00
*	15	SIDEWALK REMOVAL AND REPLACEMENT	SQ FT	\$ 20.00	350	\$ 7,000.00
*	16	REMOVAL AND DISPOSAL OF WHEEL STOPS	EACH	\$ 60.00	5	\$ 300.00
*	17	FURNISH AND INSTALL WHEEL STOPS	EACH	\$ 150.00	8	\$ 1,200.00
*	18	COPPER WATER LINE, 2 INCH	FOOT	\$ 275.00	7	\$ 1,925.00
*	19	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	\$ 40.00	325	\$ 13,000.00
	20	METAL POST, TYPE A	FOOT	\$ 20.00	60	\$ 1,200.00
*	21	WOVEN GEOTEXTILE FABRIC	SQ YD	\$ 5.00	1280	\$ 6,400.00
	22	CONCRETE RETAINING EDGE	FOOT	\$ 30.00	150	\$ 4,500.00
*	23	OBSERVATION WELL	EACH	\$ 750.00	2	\$ 1,500.00
*	24	PIPE UNDERDRAINS 4 INCH, SPECIAL	FOOT	\$ 40.00	255	\$ 10,200.00
*	25	PERMEABLE INTERLOCKING CONCRETE PAVERS, 3 1/8 INCH	SQ FT	\$ 18.00	11050	\$ 198,900.00
*	26	WHITE GRANITE INLAID PAVEMENT MARKING, 4 INCH	SQ FT	\$ 30.00	290	\$ 8,700.00
	27	NON-SPECIAL WASTE DISPOSAL	CU YD	\$ 150.00	125	\$ 18,750.00
	28	SPECIAL WASTE PLANS AND REPORTS	L SUM	\$ 6,000.00	1	\$ 6,000.00
	29	SOIL DISPOSAL ANALYSIS	EACH	\$ 1,000.00	1	\$ 1,000.00
*	30	TRAFFIC CONTROL AND PROTECTION, SPECIAL	L SUM	\$ 8,000.00	1	\$ 8,000.00
*	31	CONSTRUCTION LAYOUT	L SUM	\$ 5,000.00	1	\$ 5,000.00
*	32	MODIFIED TOPSOIL	CU YD	\$ 200.00	7	\$ 1,400.00
*	33	BIOSOLIDS, DELIVER AND PLACE, 1 1/2 INCH, SPECIAL	SQ YD	\$ 3.00	180	\$ 540.00
	34	MULCH	CU YD	\$ 75.00	20	\$ 1,500.00
*	35	EDUCATIONAL SIGNS	EACH	\$ 1,000.00	2	\$ 2,000.00
*	36	INFORMATIONAL SIGN	EACH	\$ 750.00	1	\$ 750.00
*	37	AS-BUILT DRAWINGS	L SUM	\$ 3,000.00	1	\$ 3,000.00
						\$ 471,505.00

Funding	
MWRD	\$ 201,600.00
Local	\$ 269,905.00



HERRINGBONE PAVER FIELDS



SOLDIER & SAILOR
COURSE BANDING



CROSSWALK PAVING
& CROSSWALK
SOLDIER COURSE

RESOLUTION NO. R-_____ -21

**RESOLUTION AUTHORIZING THE EXECUTION OF PAY REQUEST #3
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 #3 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 #3 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 #3; and

WHEREAS, the Village will be obligated to make a payment on Pay Request #3 to Contractor in the amount of One Hundred Fifty-Nine Thousand One Hundred Eighty-Two and 78/100 Dollars (\$159,182.78); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #3 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 #3 to Contractor in the amount of One Hundred Fifty-Nine Thousand One Hundred Eighty-Two and 78/100 Dollars (\$159,182.78) 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

EXHIBIT A

**KLF ENTERPRISES
PAY REQUEST #3**



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 29, 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 #3
(CBBEL Project No. 000023.BG092)

Dear Mr. Amidei:

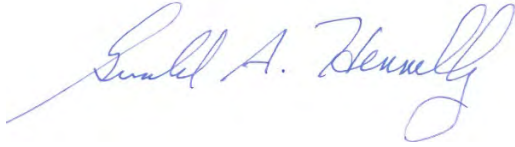
Christopher B. Burke Engineering, Ltd. (CBBEL) has received and reviewed Pay Request #3 in the amount of \$159,182.78 from KLF Enterprises. which was received on November 29, 2021. Included with the Pay Request is the Contractors Application for Payment, Waiver of Lien to Date and Certified Payrolls. CBBEL recommends payment in the amount as follows:

Original Contract Amount	\$ 546,970.00
Change Orders	<u>\$ 66,751.00</u>
Total Contract Amount	\$ 613,721.00
Work Completed and Stored to Date	\$ 602,354.80
Less Previous Payments	\$ 413,054.28
5% Retainage	<u>\$ 30,117.74</u>
Amount Due	\$ 159,182.78

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 One Hundred Fifty Nine Thousand One Hundred and Eighty Two Dollars and Seventy Eight Cents (\$159,182.78) to KLF Enterprises.

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

Sincerely,



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 #3

Date: 11/29/21

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	5% RETAINAGE
01 55 24/01	MAINTENANCE OF TRAFFIC	LUMP SUM	1	\$ 1,500.00	\$1,500.00	0.50	0.50	1.00	0.00	\$750.00	\$1,500.00	\$0.00	\$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	\$210.00
01 89 13/01	BACKFILLING OF BUILDINGS	LUMP SUM	1	\$ 16,963.00	\$16,963.00	0.20	0.80	1.00	0.00	\$13,570.40	\$16,963.00	\$0.00	\$848.15
02 41 16.13/01	DEMO CHAPEL	LUMP SUM	1	\$ 60,525.00	\$60,525.00	1.00	0.00	1.00	0.00	\$0.00	\$60,525.00	\$0.00	\$3,026.25
02 41 16.13/02	DEMO CAFETERIA	LUMP SUM	1	\$ 33,324.00	\$33,324.00	1.00	0.00	1.00	0.00	\$0.00	\$33,324.00	\$0.00	\$1,666.20
02 41 16.13/03	DEMO BUILDING D	LUMP SUM	1	\$ 144,662.00	\$144,662.00	0.80	0.20	1.00	0.00	\$28,932.40	\$144,662.00	\$0.00	\$7,233.10
02 41 16.13/04	DEMO BUILDING G	LUMP SUM	1	\$ 131,470.00	\$131,470.00	0.80	0.20	1.00	0.00	\$26,294.00	\$131,470.00	\$0.00	\$6,573.50
02 41 16.13/05	DEMO GARAGE	LUMP SUM	1	\$ 11,182.00	\$11,182.00	0.00	1.00	1.00	0.00	\$11,182.00	\$11,182.00	\$0.00	\$559.10
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	\$1,179.20
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	\$1,179.20
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	\$1,179.20
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	\$1,179.20
31 22 19/01	SITE GRADING	LUMP SUM	1	\$ 6,800.00	\$6,800.00	0.00	1.00	1.00	0.00	\$6,800.00	\$6,800.00	\$0.00	\$340.00
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	\$100.00
32 92 19/01	PLACE TOPSOIL	LUMP SUM	1	\$ 27,108.00	\$27,108.00	0.00	0.85	0.85	0.15	\$23,041.80	\$23,041.80	\$4,066.20	\$1,152.09
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	1.00	1.00	0.00	\$5,600.00	\$5,600.00	\$0.00	\$280.00
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	\$647.50
CO2	CHANGE ORDER #2 - BLDG. G BOILER ROOM	LUMP SUM	1	\$ 28,635.00	\$28,635.00	1.00	0.00	1.00	0.00	\$0.00	\$28,635.00	\$0.00	\$1,431.75
CO3	CHANGE ORDER #3 - BRICK OUTBUILDING REM	LUMP SUM	1	\$ 1,785.00	\$1,785.00	0.00	1.00	1.00	0.00	\$1,785.00	\$1,785.00	\$0.00	\$89.25
CO3	CHANGE ORDER #3 - GARAGE SLAB TO REMAIN CREDIT	LUMP SUM	1	\$ (2,069.00)	\$ (2,069.00)	1.00	0.00	1.00	0.00	\$0.00	-\$2,069.00	\$0.00	-\$103.45
CO4	CHANGE ORDER #4 - UST REMOVAL (BASE PRICE)	LUMP SUM	1	\$ 11,450.00	\$ 11,450.00	0.00	1.00	1.00	0.00	\$11,450.00	\$11,450.00	\$0.00	\$572.50
CO5	CHANGE ORDER #5 - UTILITY DUCT ACM ABATEMENT	LUMP SUM	1	\$ 14,000.00	\$ 14,000.00	0.00	1.00	1.00	0.00	\$14,000.00	\$14,000.00	\$0.00	\$700.00
SUBTOTAL CONSTRUCTION COST=					\$613,721.00					\$143,405.60	\$602,354.80	\$11,366.20	\$30,117.74

TOTAL CONTRACT VALUE	\$613,721.00
TOTAL VALUE COMPLETED TO DATE	\$602,354.80
TOTAL AMOUNT PAID TO DATE	\$413,054.28
5% RETAINAGE	\$30,117.74
TOTAL AMOUNT DUE THIS PERIOD	\$159,182.78

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 #: 3
PERIOD TO: 09/17/21
PROJECT NOS: 23.00092

CONTRACT DATE: 03/01/21

Distribution to:

☐ Owner
☒ Const. Mgr
☐ Architect
☒ 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----- \$ 66,751.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 613,721.00
4. TOTAL COMPLETED & STORED TO DATE-\$ 602,354.80
(Column G on Continuation Sheet)

5. RETAINAGE:

a. 5.0% of Completed Work \$ 30,117.74
(Columns D+E on Continuation Sheet)

b. 5.0% of Stored Material \$
(Column F on Continuation Sheet)

Total Retainage (Line 5a + 5b or

Total in Column I of Continuation Sheet----- \$ 30,117.74

6. TOTAL EARNED LESS RETAINAGE----- \$ 572,237.06
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)----- \$ 413,054.28

8. CURRENT PAYMENT DUE----- \$ 159,182.78

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6) \$ 41,483.94

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$43,370.00	-\$2,069.00
Total approved this Month	\$25,450.00	
TOTALS	\$68,820.00	-\$2,069.00
NET CHANGES by Change Order	\$66,751.00	

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: October 18, 2021

State of: Illinois

County of: Cook

Subscribed and sworn to before me this 18 day of Oct-21



Notary Public:

My Commission expires: 10/24/2025

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

Page 2 of

Pages

APPLICATION NUMBER: 3

APPLICATION DATE: 09/17/21

PERIOD TO: 17-Sep-21

ARCHITECT'S PROJECT NO: 23.00092

PROJECT:

Demolition of Altenheim Gldgs. D,G, Cafeteria

Chapel, and Garage

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		1,500.00	100%		75.00
2	Temporary fencing	4,200.00	4,200.00			4,200.00	100%		210.00
3	Backfilling of buildings	16,963.00	3,392.60	13,570.40		16,963.00	100%		848.15
4	Demo Chapel	60,525.00	60,525.00			60,525.00	100%		3,026.25
5	Demo Cafeteria	33,324.00	33,324.00			33,324.00	100%		1,666.20
6	Demo Bldg. D	144,662.00	115,729.60	28,932.40		144,662.00	100%		7,233.10
7	Demo Bldg. G	131,470.00	105,176.00	26,294.00		131,470.00	100%		6,573.50
8	Demo garage	11,182.00		11,182.00		11,182.00	100%		559.10
9	Chapel abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
10	Cafeteria abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
11	Bldg. D Abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
12	Bldg. G abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
13	Site grading	6,800.00		6,800.00		6,800.00	100%		340.00
14	Dewatering	3,000.00	2,000.00			2,000.00	67%	1,000.00	100.00
15	Place topsoil	27,108.00		23,041.80		23,041.80	85%	4,066.20	1,152.09
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		5,600.00	100%		280.00
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%		647.50
21	Change Order #3 Bldg. G Boiler Room	28,635.00	28,635.00			28,635.00	100%		1,431.75
	Change Order #5 Brick Outbuilding REM	1,785.00		1,785.00		1,785.00	100%		89.25
22	CO #7 Garage Slab to Remain Credit	(2,069.00)	(2,069.00)			(2,069.00)			(103.45)
23	CO #8 UST Removal(Base Price)	11,450.00		11,450.00		11,450.00	100%		572.50
24	CO #10 Utility Duct ACM Abatement	14,000.00		14,000.00		14,000.00	100%		700.00
	SUBTOTALS PAGE 2	613,721.00	458,949.20	143,405.60		602,354.80	98%	11,366.20	30,117.74



STATE OF ILLINOIS

COUNTY OF COOK

WAIVER OF LIEN TO DATE

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by VILLAGE OF FOREST PARK
to furnish DEMOLITION AND SITE RESTORATION SERVICES
for the premises known as 7824 W MADISON ST, FOREST PARK IL
of which VILLAGE OF FOREST PARK is the owner.

THE undersigned, for and in consideration of ONE HUNDRED FIFTY NINE THOUSAND ONE HUNDRED EIGHTY TWO DOLLARS AND 78/100 (\$159,182.78) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11-23-21 COMPANY NAME KLF ENTERPRISES, INC.
ADDRESS 2044 W. 163RD STREET #2, MARKHAM, IL

SIGNATURE AND TITLE

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JAMES BRACKEN BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF
(COMPANY NAME) KLF ENTERPRISES, INC. WHO IS THE
CONTRACTOR FURNISHING DEMOLITION AND SITE RESTORATION WORK ON THE BUILDING
LOCATED AT 7824 W MADISON ST, FOREST PARK IL
OWNED BY VILLAGE OF FOREST PARK

That the total amount of the contract including extras* is \$613,721.00 on which he or she has received payment of \$413,054.28 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
KLF ENTERPRISES, INC.	DEMO/ SITE RESTORATION	\$458,638.82	\$290,083.28	\$127,071.60	\$41,483.94
SAFE ENVIRONMENTAL	ASBESTOS	\$4,625.00		\$4,625.00	
GALAXY ENVIRONMENTAL INC	ASEBSTOS	\$122,971.00	\$122,971.00		
RW COLLINS	UST REMOVAL	\$11,450.00	0	\$11,450.00	
G. COOPER	FUEL	\$16,036.18	0	\$16,036.18	
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		\$613,721.00	\$413,054.28	\$159,182.78	\$41,483.94

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

DATE 11-23-21

SIGNATURE:

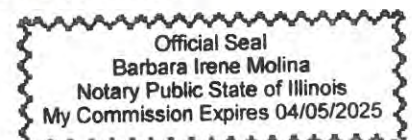
SUBSCRIBED AND SWORN TO BEFORE ME THIS 23rd DAY OF November, 2021

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



NOTARY PUBLIC

STATE OF Illinois }
COUNTY OF Cook } SS



OFFICIAL SEAL
TIFFANY LOVELACE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:08/12/23

Safe Environmental Corporation

September 8, 2021


Sergio Espinoza
KLF Enterprises
2044 W. 163rd Street
Markham, IL 60428
Phone 708- 331-4200
Fax 708-331-4212
Email sergioe@klfent.com

RE: Removal and disposal of asbestos containing Pipe insulation and debris in former Residence
at 7824 Madison Street. in Forest Park, IL.
Cook Co. Permit # PA15282750

Safe Environment Corp has completed the removal and disposal of asbestos containing pipe
insulation and associated debris as noted in the site walk through 7824 Madison St. work was
completed on 9-7-21. All work was performed following all Federal, State and Local regulations.

If you have any questions, please call me at 708-441-9526

Sincerely
Safe Environment Corp



Rick Lovelace

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

}SS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by KLF Enterprises Inc
to furnish Petroleum Products
for the premises known as The Altenheim 7824 W. Madison St. Forest Park, IL 60130
of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of Sixteen Thousand Thirty Six & 18/100
(\$ 16,036.18) Dollars, and other good and valuable considerations, the receipt whereof is hereby
acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to
mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus
or machinery furnished, and on the moneys, funds or other considerations due to or to become due from the owner, on account of labor services,
material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the
above-described premises. INCLUDING EXTRAS.

Given under MY hand SIGNED and SEALED this 11/30/21

Signature: [Signature]

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of
officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

}SS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is President
of the G Cooper Oil Co Inc
who is the supplier for the Petroleum Products
work on the building located at 7824 Madison, Forest Park IL
owned by Village of Forest Park

That the total amount of the contract including extras is \$ 16,036.18 on which he has received payment of
\$ - prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished
material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering
into the construction thereof and the amount due to or to become due to each, and that the items mentioned include all labor and material required to
complete said work according to plans and specifications:

COMPANY NAME	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
G Cooper Oil Co Inc	Petroleum Products	\$ 16,036.18	\$ -	\$ 16,036.18	\$ -
All material taken from our fully paid stock and delivered to the jobsite by our trucks.					
TOTAL LABOR AND MATERIAL TO COMPLETE		\$ 16,036.18	\$ -	\$ 16,036.18	\$ -

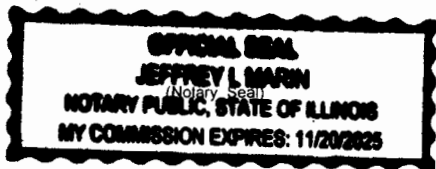
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor
or other work of any kind done or to be done upon or in connection with said work other than above stated.

Signed this: 11/30/21

Signature: [Signature]

Notary Signature: [Signature]

Subscribed and sworn to before me this 11/30/21



**COOK COUNTY PRESIDENT
COOK COUNTY BOARD
OF COMMISSIONERS**
TONI PRECKWINKLE



**BUREAU OF ADMINISTRATION
DEPARTMENT OF ENVIRONMENT
& SUSTAINABILITY**

DEBORAH C. STONE
Director
69 W Washington Suite 1900
Chicago, Illinois 60602-3004
TEL: (312) 603-8200
www.cookcountyil.gov/environment

Department of Environment & Sustainability Permit

Current Permit Information

Permit Number: PA15282750	Issuance Date: 9/7/2021
Permit Type: Asbestos Abatement	
Permitted Facility Address: 7824 Madison ST Forest Park IL 60130	
Facility Type: Commercial	Facility Name: Residence
Current Work Start Date: 9/7/2021	Current Work End Date: 9/7/2021
Current Work Start Time: 07:00AM	Current Work End Time: 30:00PM

Submission Information

Submitter Name: Tiffany Lovelace	Submittal Date: Friday, September 3, 2021
Owner Contact Name: Village Of Park Forest	
Contractor Name: Safe Environmental Corporation	
Contractor Contact Name: Rick Lovelace	Contractor Contact Number: 219-922-0844

Asbestos Abatement Amount Information (if applicable)

	RACM to be removed	Total Asbestos to be removed
Pipes (Linear Ft)	200	200
Surface Area (Sq Ft)	0	0

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 13, 2021

Issue Statement

Request for Village Council action related to the adoption of a resolution approving Change Order 6 for the Altenheim Demolition Project

Background

The Village Council in early August approved Change Order 4 for the Altenheim Demolition Project at a sum of \$11,450 related to the removal of the underground storage tanks that were discovered during the demolition activities. Said sum only accounted for the removal of the tanks and did not include all other ancillary costs. An environmental engineering firm was retained by the contractor to oversee this removal; they were also tasked with the preparing the necessary documentation related to this effort as well as performed site/material monitoring activities (see attachment for more information). It was discovered that the underground storage tanks did in fact leak which required additional soil excavation and proper disposal of same as well as required soil testing. The remaining liquid in the tanks were also pumped out and properly disposed of. The total cost of the underground tank removal, including disposal, documentation, backfilling, etc. amounted to just over \$92,000. Obviously, this cost was not forecasted as part of the initial project as the Village was not aware that these tanks were in existence.

Since then, the Village has filed the necessary paperwork related to the discovery and removal of these tanks with the State of Illinois to document and close out this remediation effort. Furthermore, Christopher Burke Engineering has prepared and has submitted the necessary documentation with the Illinois Environmental Protection Agency that aims to seek funding that would reimburse the Village for these extra removal/remediation costs. The ILEPA has a grant program for such efforts; staff will keep the Village Council informed regarding the status of our funding request to be reimbursed for these unexpected costs; our application is currently under review.

Attachments

- Proposed Resolution Approving Change Order 6
- Backup Documentation Regarding Work Performed

**RESOLUTION APPROVING THE EXECUTION OF
CHANGE ORDER NO. 6 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 Six Hundred Fifteen Thousand Seven Hundred Ninety Dollars (\$615,790.00), which includes Change Orders 1 through 5, inclusive, as adjusted and 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. 6 to the Contract, which reflects work in addition to the approved Contract, as amended, specifically the removal and remediation associated with two (2) underground storage tanks, 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. 6 to the Contract increases the Contract Price by an additional Ninety Thousand Thirty-Five and 15/100 Dollars (\$90,035.15); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Change Order No. 6 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. 6 to the Contract.

Section 3. The Village officials, officers, employees and agents are hereby authorized and execute all documents, as are necessary to confirm and finalize Change Order No. 6 to the Contract.

Section 4. 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

EXHIBIT A

**CHANGE ORDER NO. 6 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

November 22, 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 #6
(CBBEL Project No. 000023.00092)

Dear Moses:

As requested by the Village, CBBEL solicited a proposal to remove the two underground storage tanks and credit for garage slab to remain. The contractor has submitted their proposal for Change Order #6 for the underground storage tank removal and garage slab to remain credit. This work was not part of the original scope of work when the contract was bid or awarded.

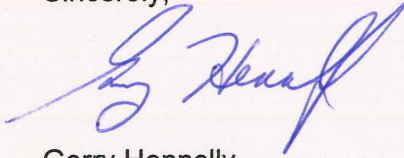
The cost associated with the above work is \$90,035.15 and changes to the total contract amount are listed below.

Current Contract Amount	\$615,790.00
UST Removal	\$ 92,104.15
Credit for Garage Slab to Remain	\$ (-2,069.00)
Cost of Change Order #6	<u>\$ 90,035.15</u>
New Contract Amount	\$705,825.15

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,



Gerry Hennelly
Senior Project Manager
Mechanical/Electrical Engineering Dept.

GAH/pjb

Encl.: As Noted

Cc: Salvatore Stella, Village of Forest Park
Steve Glinke, Village of Forest Park
Jim Amelio, CBBEL

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Village of Forest Park Change Order

Change Order No. : 6

Date : 11/22/2021

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)

- Two 10,000 gallon underground storage tanks were discovered by KLF on 07/15/2021
- KLF was asked to remove the USTs
- The USTs were removed on 09/15/2021
- Garage slab to remain credit

CHANGES TO THE CONTRACT PRICE

Original CONTRACT PRICE =	\$	546,970.00
Current CONTRACT PRICE adjusted by previous CHANGE ORDER(s) =	\$	615,790.00
UST Removal	\$	92,104.15
Credit Garage Slab to Remain	\$	(2,069.00)
The CONTRACT PRICE due to this CHANGE ORDER will be (increased) =	\$	90,035.15
The new CONTRACT PRICE including this CHANGE ORDER will be =	\$	705,825.15

CHANGE TO CONTRACT TIME

CONTRACT TIME will be (Increased) by calendar days:	<u>NA</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 (date)

Village of Forest Park

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

CBBEL Project No. 000023.00092

Change Order #6 Balancing

Date: 11/22/21

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	5% 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	\$37.50
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	\$210.00
01 89 13/01	BACKFILLING OF BUILDINGS	LUMP SUM	1	\$ 16,963.00	\$16,963.00	0.20	0.00	0.20	0.80	\$0.00	\$3,392.60	\$13,570.40	\$169.63
02 41 16.13/01	DEMO CHAPEL	LUMP SUM	1	\$ 60,525.00	\$60,525.00	1.00	0.00	1.00	0.00	\$0.00	\$60,525.00	\$0.00	\$3,026.25
02 41 16.13/02	DEMO CAFETERIA	LUMP SUM	1	\$ 33,324.00	\$33,324.00	1.00	0.00	1.00	0.00	\$0.00	\$33,324.00	\$0.00	\$1,666.20
02 41 16.13/03	DEMO BUILDING D	LUMP SUM	1	\$ 144,662.00	\$144,662.00	0.80	0.00	0.80	0.20	\$0.00	\$115,729.60	\$28,932.40	\$5,786.48
02 41 16.13/04	DEMO BUILDING G	LUMP SUM	1	\$ 131,470.00	\$131,470.00	0.80	0.00	0.80	0.20	\$0.00	\$105,176.00	\$26,294.00	\$5,258.80
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	\$1,179.20
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	\$1,179.20
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	\$1,179.20
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	\$1,179.20
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	\$100.00
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	\$647.50
CO2	CHANGE ORDER #2 - BLDG. G BOILER ROOM	LUMP SUM	1	\$ 28,635.00	\$28,635.00	1.00	0.00	1.00	0.00	\$0.00	\$28,635.00	\$0.00	\$1,431.75
CO3	CHANGE ORDER #3 - 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
CO4	CHANGE ORDER #4 - UST REMOVAL (BASE PRICE)	LUMP SUM	1	\$ 11,450.00	\$ 11,450.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$11,450.00	\$0.00
CO5	CHANGE ORDER #5 - UTILITY DUCT ACM ABATEMENT	LUMP SUM	1	\$ 14,000.00	\$ 14,000.00	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$14,000.00	\$0.00
CO6	CHANGE ORDER #6 - UST REMOVAL (waiting for approval from Village)	LUMP SUM	1	\$ 90,035.15	\$ 90,035.15	0.00	0.00	0.00	1.00	\$0.00	\$0.00	\$90,035.15	\$0.00
SUBTOTAL CONSTRUCTION COST=					\$705,825.15					\$0.00	\$461,018.20	\$244,806.95	\$23,050.91

TOTAL CONTRACT VALUE	\$705,825.15
TOTAL VALUE COMPLETED TO DATE	\$461,018.20
TOTAL AMOUNT PAID TO DATE	\$0.00
5% RETAINAGE	\$0.00
TOTAL AMOUNT DUE THIS PERIOD	\$0.00

CONTINUATION SHEET

Page 2 of 3 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

APPLICATION DATE: 09/17/21

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

PERIOD TO: 17-Sep-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		1,500.00	100%		75.00
2	Temporary fencing	4,200.00	4,200.00			4,200.00	100%		210.00
3	Backfilling of buildings	16,963.00	3,392.60	13,570.40		16,963.00	100%		848.15
4	Demo Chapel	60,525.00	60,525.00			60,525.00	100%		3,026.25
5	Demo Cafeteria	33,324.00	33,324.00			33,324.00	100%		1,666.20
6	Demo Bldg. D	144,662.00	115,729.60	28,932.40		144,662.00	100%		7,233.10
7	Demo Bldg. G	131,470.00	105,176.00	26,294.00		131,470.00	100%		6,573.50
8	Demo garage	11,182.00		11,182.00		11,182.00	100%		559.10
9	Chapel abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
10	Cafeteria abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
11	Bldg. D Abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
12	Bldg. G abatement	23,584.00	23,584.00			23,584.00	100%		1,179.20
13	Site grading	6,800.00		6,800.00		6,800.00	100%		340.00
14	Dewatering	3,000.00	2,000.00			2,000.00	67%	1,000.00	100.00
15	Place topsoil	27,108.00		23,041.80		23,041.80	85%	4,066.20	1,152.09
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%		647.50
21	Change Order #3 Bldg. G Boiler Room	28,635.00	28,635.00			28,635.00	100%		1,431.75
	Change Order #5 Brick Outbuilding REM	1,785.00		1,785.00		1,785.00	100%		89.25
22	CO #7 Garage Slab to Remain Credit	(2,069.00)	(2,069.00)			(2,069.00)			(103.45)
23	CO #8 UST Removal(Base Price)	11,450.00		11,450.00		11,450.00	100%		572.50
24	CO #9 Environmental Consulting UST	24,150.00		18,112.50		18,112.50	75%		905.63
25	C) #10 Utility Duct ACM Abatement	14,000.00		14,000.00		14,000.00	100%		700.00
	SUBTOTALS PAGE 2	637,871.00	458,949.20	155,918.10		614,867.30	96%	16,966.20	30,743.37



10/26/2021

KLF Enterprises Proposal

Proposal Submitted To:	Village of Foest Park - Gerald Hennelly	Proposal No.:	093021-01
Description of Work:	UST Removal	Site Location:	7824 W. Madison St.
E-Mail Address:	ghennelly@cbbel.com	City, State:	Forest Park, IL
Phone No.:	847-980-3691		

Scope of work:

Item #	Description	Quantity	Unit Price	Amount
1	Excavate and remove 2 - 10,000 gallon underground petroleum tanks(Base Price)	1.00	\$16,617.50	\$16,617.50
2	Credit to Village for base price double charge		-\$11,450.00	-\$11,450.00
3	Pump and dispose of liquid as non-hazardous waste(per gallon)	7,673.00	\$0.75	\$5,754.75
4	Transportation and demurrage of pumper truck(port to port, peer hour)	14.50	\$132.25	\$1,917.63
5	Provide equipment and crew to excavate and load soil or tank contents(per day)	1.00	\$3,162.50	\$3,162.50
6	Haul and dispose of non-hazardous soil at WM Laraway Landfill(per ton)	708.99	\$51.18	\$36,286.11
7	Furnish and deliver CA-6(peer ton)	85.44	\$20.13	\$1,719.91
8	Furnish and deliver 3" stone(per ton)	502.02	\$27.60	\$13,855.75
9	Observe and document UST removal, file incident report with IEPA Emergency Response or IEMA Observe excavation of all impacted soil from walls and floor using olfactory methods for the presence of contamination then then field screening with a photoionization detector for the presence of volatile organic compounds. Waste characteriozation soil smaples will be taken for landfill acceptance of the iimpacted soil.		\$	24,150.00

We propose to furnish material and labor in accordance with the above Scope of Work, for the sum of: **\$92,104.15**

In the event payment is not made, the undersigned agrees to pay all costs of collection and attorney's fees incurred by KLF Excavating Inc.
All work to be completed in a workmanlike manner according to standard practices. Any alteration of deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above these estimate.
All agreements contingent upon strikes, accidents or delays beyond our control. Our workers are fully covered by workers compensation.
All foundations are assumed to be 4' max unless noted on this proposal.
Private Utilities such as gas and comed must be coordinated and paid for by Owner, since it is an activity that we cannot self-perform.

Acceptance of Proposal:

Authorized Signature James Bracken Note: This proposal may be withdrawn by us if not accepted with:

The above prices, and conditions are satisfactory and hereby accepted.

Date of Acceptance: Signature:

KLF Enterprises
2044 W. 163rd St. Suite 2 Markham, IL 60428

Office No. 708.331.4200
Fax No. 708.331.4212

August 26, 2021

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

Re: USTs Removal
7824 Madison Street, Forest Park, Cook County, Illinois

Dear Mr. Lehotan:

Andrews Engineering, Inc. (Andrews) has prepared this proposal and cost estimate to provide engineering services during the removal of two 5,000 gallon underground storage tanks (USTs) located at 7824 Madison Street, Forest Park, Cook County, Illinois.

Scope of Work

Andrews will observe the removal of two 5,000 gallon USTs. This proposal includes preparing the necessary documentation related to the tank removals for submittal to the appropriate agencies, monitoring excavated soils and screening the walls and floor of the excavation with a photo-ionization detector (PID).

Alternative 1: USTs confirmed not to have leaked

If the Office of the State Fire Marshall (OSFM) declares that the UST did not leak, Andrews will observe and document the removal of the USTs and piping. Up to three soil samples shall be collected and analyzed for the MAC parameters in order to complete the required Illinois EPA 663 form for potential off-site removal and disposal of excavated soils at a clean construction and demolition debris (CCDD) facility or an uncontaminated soil fill operation (USFO). Excavation and removal of soils to be completed by others.

Soil analytical results for each parameter will be compared to the Illinois EPA's table titled *Summary of Maximum Allowable Concentrations of Chemical Constituents in Uncontaminated Soil Used as Fill Material At Regulated Fill Operations (35 Ill. Adm. Code 1100.Subpart F)* for determining the appropriate disposal option(s). The project is located within a populated area in Cook County, which is a Metropolitan Statistical Area (MSA). Therefore the values in Appendix A, Table G of 35 Ill. Adm. Code Part 742: Tiered Approach for Corrective Action Objectives [TACO] will be used for establishing local background concentrations.

Soil sampling costs are based on an estimated volume of soil to be removed. If more than three samples are necessary, each additional sample would be at a cost of \$900 per sample. The analytical results will have a laboratory turnaround time (TAT) of 10-business days.

A letter report shall be provided documenting the removal. The Lump Sum cost to complete this alternative is \$7,800.

\$8,970 w/ KLF'S 15% MARKUP

This cost **does not** include:

- Expedited TAT of the soil sample analytical results.
- Any soil confirmation sampling of the USTs excavation walls or floor.

- Any reporting or investigation requirements under the Illinois EPA Leaking UST Program or Site Remediation Program (SRP).
- Waste characterization samples for landfill acceptance.

Alternative 2: USTs confirmed to have leaked

If the OSFM declares that the USTs are Leaking USTs, Andrews will then observe and document the removal of the USTs and piping material and file an incident report with the Illinois EPA Emergency Response or the Illinois Emergency Management Agency. Andrews will observe the excavation of all impacted soil from the walls and floor, screening by visual and olfactory methods for the presence of contamination and then field screening with a photoionization detector (PID) for the presence of volatile organic compounds (VOCs). Waste characterization (soil) samples shall be collected to obtain landfill acceptance of the impacted soil. Waste characterization sample will have a laboratory TAT of 2-business days.

Based on Andrews determination that all impacted soil has been removed, confirmation soil samples shall be collected from the excavated UST walls and floors in accordance with Illinois EPA Leaking UST regulation 35 Illinois Administrative Code 734.210. Confirmation samples shall be analyzed for the UST indicator parameters benzene, ethylbenzene, toluene, xylenes (BTEX), and polynuclear aromatics (PNAs). Soil samples will have a laboratory TAT of 2-business days.

Soil analytical results for each parameter will be compared to the Illinois EPA's table titled Tier I Soil Remediation Objectives for Residential Properties (35 Ill. Adm. Code 742: Tiered Approach for Corrective Action Objectives (TACO)), Appendix B. Table A) and Tier 1 Soil Remediation Objectives for Industrial/Commercial Properties (35 Ill. Adm. Code 742: TACO, Appendix B. Table B). The project location is within Cook County, which is a Metropolitan Statistical Area (MSA) County (Appendix A, Table G of TACO). Where applicable, the soil analytical results for relevant parameters are compared to the most stringent Tier 1 soil remediation objective for residential properties, as presented in Appendix B, Table A of TACO.

At the completion of the removal of the impacted soil, Andrews shall submit a 20-day and 45-day report to the Illinois EPA documenting the UST removal and impacted soil removal.

The Lump Sum cost to complete this alternative is **\$21,000**. *\$ 24,150 w/ KLF'S 15% MARKUP*

This cost **does not** include:

- Cost does not include any additional investigations and reporting requirements by the Illinois EPA Leaking UST regulations beyond the required 45-day report. Which could include additional investigation to determine the extent of soil contamination and the installation of groundwater monitoring wells.

If you have any questions regarding this cost estimate, please contact me at (217) 787-2334.

Sincerely,



Steven Gobelman, P.E., L.P.G.
Springfield Office Director

SLG:kwf:ndd

ACCEPTED BY:

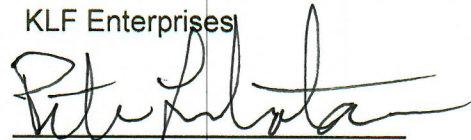
Andrews Engineering, Inc.



Kenneth W. Liss, L.P.G.

8/26/2021
Date

KLF Enterprises



Pete Lehotan

8/27/21
Date



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

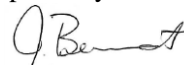
Contaminated Soil/Sand & Backfill Unit Price Schedule:

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: _____





RW COLLINS Co.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

INVOICE NO.

10004

INVOICE DATE

9/28/2021

BILL TO KLF Enterprises
2044 W. 163rd St., Ste 2
Markham, IL 60428
Attn: Mr. Pete Lehotan

JOB NAME 7824 Madison St., Forest Park

PO NUMBER	JOB NUMBER	REP	TERMS	DATE DUE
	21K0221	JB	Net 30	10/28/2021

DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
Excavate and remove 2-10,000 gallon underground petroleum tanks (base price)	1	14,450.00	14,450.00
Pump and dispose of liquid as non-hazardous waste (per gallon)	7,673	0.65	4,987.45
Transportation & demurrage of pumper truck (port to port, per hour)	14.5	115.00	1,667.50
Provide equipment and crew to excavate/load soil or tank contents (per day)	1	2,750.00	2,750.00
Haul and dispose of non-hazardous soil at WM Laraway Landfill (per ton)	708.99	44.50	31,550.06
Furnish & deliver CA6 (per ton)	85.44	17.50	1,495.20
Furnish & deliver 3" stone (per ton)	502.02	24.00	12,048.48

TOTAL AMOUNT: \$68,948.69



RW COLLINS Co.

SOIL REMEDIATION & EXCAVATION

7225 West 66th Street, Chicago, Illinois 60638

CERTIFICATE OF UST DESTRUCTION/DISPOSAL

UST OWNER/GENERATOR	Name	Village of Forest Park
	Address	517 Des Plaines Ave., Forest Park, IL 60130
	Contact/Phone	Moses Amidei (708) 615-6208

UST SITE LOCATION	Name	Forest Park Altenheim Property
	Address	7824 West Madison Street, Forest Park, IL 60130
	Contact/Phone	Moses Amidei (708) 615-6208

DATE OF UST REMOVAL: 9/14/21

DATE OF CLEANING: 9/14/21

DATE OF UST DISPOSAL: 9/14/21

USTs REMOVED	1	2	3	4	5
a) Previous Contents	#60.1	#60.1			
b) Capacity (gallons)	10,000	10,000			
c) Size (dia. X length)	10'6" X 16'	10'6" X 16'			
d) Material of Construction	Steel	Steel			
e) Observed Integrity	Filled & sealed	Filled & sealed			
f) LEL Before Opening	0%	0%			

UST CLEANING PROCEDURE	1	2	3	4	5
a) High Pressure Wash					
b) Scrape & Shovel	✓	✓			

DISPOSAL FACILITY: Scrap Metal Recycler ☒ Landfill ☐ Other ☐

Name: Cozzi Recycling

Address: 2501 Grant Ave

City/State/Zip: Bellwood, IL

Phone: _____

DISPOSAL CERTIFICATION

THE AFORMENTIONED USTs WERE OPENED WITH A HYDRAULIC SHEAR/METAL NIBBLER, RENDERING THEM UNFIT FOR FURTHER USE. THEY ARE BEING RECYCLED AS SCRAP METAL ~~DISPOSED OF IN A LANDFILL~~ IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATORY REQUIREMENTS.

BY: Steven Kistner

Signed and sealed this 14th day of September, 2021

Lisa C. Kruse



FOREST PARK 21K0221

W1080259

Form Approved OMB No. 2050-0039

Use print or type.

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number	2. Page 1 of	3. Emergency Response Phone 800-424-9300	4. Manifest Tracking Number 023490583 JJK
5. Generator's Name and Mailing Address RW Cellulose Alton, IL 61810		Generator's Site Address (if different than mailing address)			
Generator's Phone:		6. Transporter 1 Company Name GFL ENVIRONMENTAL SERVICES USA INC dba FUTURE ENVIRONMENTAL		U.S. EPA ID Number ILD984831368	
7. Transporter 2 Company Name				U.S. EPA ID Number	
8. Designated Facility Name and Site Address 700-800-0400 WATER INTEGRATED TREATMENT SYSTEMS (WIT) 14753 GREENWOOD RD. DOLTON, IL 60419				U.S. EPA ID Number ILD043914209	
Facility's Phone:					
9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers No. Type		11. Total Quantity	12. Unit Wt./Vol.
	NON-HAZARDOUS LIQUID WASTE, NON-REGULATED BY D.O.T	1 11		6 000	TL 14
14. Special Handling Instructions and Additional Information P/O File # 08739					
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.					
Generator's/Offoror's Printed/Typed Name		Signature		Month	Day Year
T. J. Jefferson				9	14/21
16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: Date leaving U.S.:					
17. Transporter Acknowledgment of Receipt of Materials					
Transporter 1 Printed/Typed Name		Signature		Month	Day Year
T. J. Jefferson				9	14/21
Transporter 2 Printed/Typed Name		Signature		Month	Day Year
18. Discrepancy					
18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection					
Manifest Reference Number:					
18b. Alternate Facility (or Generator) U.S. EPA ID Number					
Facility's Phone:					
18c. Signature of Alternate Facility (or Generator) Month Day Year					
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)					
1.		2.		3.	
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a					
Printed/Typed Name		Signature		Month	Day Year
John Jefferson		John Jefferson		9	14/21

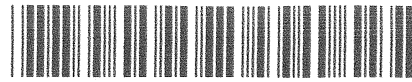
Please print or type.

Form Approved. OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number		2. Page 1 of		3. Emergency Response Phone 800-424-6300		4. Manifest Tracking Number 022922925 JJK				
		5. Generator's Name and Mailing Address <i>The Alterheim 7824 Madison St Forest Park, GA 30050</i>						Generator's Site Address (if different than mailing address)				
Generator's Phone: <i>(770) 366-2206</i>		6. Transporter 1 Company Name GFL ENVIRONMENTAL SERVICES USA INC dba FUTURE ENVIRONMENTAL						U.S. EPA ID Number ILD984831306				
		7. Transporter 2 Company Name						U.S. EPA ID Number				
		8. Designated Facility Name and Site Address WATER INTEGRATED TREATMENT SYSTEMS (WIT) 14753 GREENWOOD RD. DOLTON, IL 60419						U.S. EPA ID Number ILD043914200				
Facility's Phone: 708-890-0400												
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))				10. Containers		11. Total Quantity	12. Unit Wt./Vol.	13. Waste Codes		
					No.	Type						
		1. NON-HAZARDOUS LIQUID WASTE, NON-REGULATED BY D.O.T. <i>1 ground water / oil</i>				1	TT	1400	G			
		2.										
		3.										
	4.											
14. Special Handling Instructions and Additional Information												
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.												
Generator's/Offor's Printed/Typed Name <i>Stephen Robertson</i>						Signature <i>[Signature]</i>		Month <i>9</i>		Day <i>10</i> Year <i>21</i>		
TRANSPORTER	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____ Date leaving U.S.: _____											
	17. Transporter Acknowledgment of Receipt of Materials											
	Transporter 1 Printed/Typed Name <i>Stephen Robertson</i>						Signature <i>[Signature]</i>		Month <i>9</i>		Day <i>10</i> Year <i>21</i>	
	Transporter 2 Printed/Typed Name						Signature		Month		Day Year	
DESIGNATED FACILITY	18. Discrepancy											
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection											
	18b. Alternate Facility (or Generator) Manifest Reference Number: _____ U.S. EPA ID Number _____											
	Facility's Phone: _____											
	18c. Signature of Alternate Facility (or Generator) _____ Month _____ Day _____ Year _____											
19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)												
1.		2.		3.		4.						
20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a												
Printed/Typed Name						Signature		Month		Day Year		



24 HR EMERGENCY RESPONSE
(708) 479.6900
(866) 579.6900
(708) 479.6890 - fax



MK223864

21K0221
MK 223864
19701 S 97th Avenue
Mokena, IL 60448
Special Waste Hauler #3922
US EPA # ILD984831396

19701 S 97th Avenue Mokena, IL 60448

Green Today. Green For Life. | gflenv.com

Generator/Customer	Job Site
Name: <u>RW Collins</u>	Name: <u>The Altenheim / Tank Pull</u>
Address:	Address: <u>7824 Madison</u>
City, State, Zip:	City, State, Zip: <u>Forest Park, IL 60130</u>
Contact:	Contact:

Manifest #

022922925

Customer PO #

Type of Recyclable Product/Waste	Quantity	Price Per Gal/Unit	Amount
Non-Hazardous Used Oil Halogen Level <1000 PPM <input type="checkbox"/>			
Used Anti-Freeze			
Non-Hazardous Waste Water	<u>1,000</u>		
Non-Hazardous/Sludge	<u>400</u>		
Service/Truck Charge	<u>1</u>		
Demurrage Charges			
On-Spec Used Oil Delivered			
Used Oil Filter Pick-up			
Non-Hazardous Drum Pick-up			
Parts Washer - Delivery/Service			

PAID <input type="checkbox"/>	CHECK # <input type="checkbox"/>	Call office with VISA MC AMEX <input type="checkbox"/>	OFFICE TO PAY <input type="checkbox"/>
On Site Time	Start <u>12:45 PM</u>	End <u>2:30 PM</u>	
Port to Port Time	Start	End	

Scope of Work Performed: Empty tanks for tank pull.

Driver's Name: (printed) Stephen Robertson Truck/Trailer # 1133/ME-1 Date: 9/14/21

Generator Certification
I (generator) hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable national government regulations as a non hazardous/non PCB waste. I also hereby certify to pay all cost associated with disposal of any non disclosed hazardous/PCB waste found to be in this shipment. I certify that the waste minimization statement identified in 40 CFR 262.27 (a) (if I am a large quantity hazardous waste generator) or (b) (if I am a small quantity generator) is true.

The person signing this receipt certifies that he/she is the Generator/Customer or has authorization as agent for the Generator/Customer. All work has been satisfactorily completed, and agrees to pay all charges including reasonable attorney's fees and costs incurred in collection of charges due.

[Signature] 9/14/21
Customer Signature Date Phone

Please print or type.

Form Approved, OMB No. 2050-0039

UNIFORM HAZARDOUS WASTE MANIFEST		1. Generator ID Number ILR000197244	2. Page 1 of 1	3. Emergency Response Phone 630-458-1910	4. Manifest Tracking Number 001182145 WAS		
5. Generator's Name and Mailing Address <input checked="" type="checkbox"/> HazChem Environmental Corporation 330 S. Fairbank Addison, IL 60101 Generator's Phone: 630-458-1910					Generator's Site Address (if different than mailing address)		
6. Transporter 1 Company Name HazChem Environmental Corporation					U.S. EPA ID Number ILR000197244		
7. Transporter 2 Company Name					U.S. EPA ID Number		
8. Designated Facility Name and Site Address Beaver Oil Co 6037 Leitz Avenue Hodkins, IL 60525 Facility's Phone: 708-354-4040					U.S. EPA ID Number ILD064418353		
GENERATOR	9a. HM	9b. U.S. DOT Description (including Proper Shipping Name, Hazard Class, ID Number, and Packing Group (if any))	10. Containers		11. Total Quantity	12. Unit Wt/Vol.	13. Waste Codes
			No.	Type			
	X	Non-Hazardous, Not Regulated by D.O.T. (OIL, WATER) UN993, Flammable, Nos. 3, PG II	001	TF	273	G	None D001
14. Special Handling Instructions and Additional Information 04248 Beaver-0409B RMC 7824 W. MADISON FOREST PARK II.							
15. GENERATOR'S/OFFEROR'S CERTIFICATION: I hereby declare that the contents of this consignment are fully and accurately described above by the proper shipping name, and are classified, packaged, marked and labeled/placarded, and are in all respects in proper condition for transport according to applicable international and national governmental regulations. If export shipment and I am the Primary Exporter, I certify that the contents of this consignment conform to the terms of the attached EPA Acknowledgment of Consent. I certify that the waste minimization statement identified in 40 CFR 262.27(a) (if I am a large quantity generator) or (b) (if I am a small quantity generator) is true.							
Generator's/Offor's Printed/Typed Name					Signature		
					Month Day Year		
INT'L	16. International Shipments <input type="checkbox"/> Import to U.S. <input type="checkbox"/> Export from U.S. Port of entry/exit: _____						
	Transporter signature (for exports only): _____ Date leaving U.S.: _____						
TRANSPORTER	17. Transporter Acknowledgment of Receipt of Materials						
	Transporter 1 Printed/Typed Name				Signature		Month Day Year
	Transporter 2 Printed/Typed Name				Signature		Month Day Year
DESIGNATED FACILITY	18. Discrepancy						
	18a. Discrepancy Indication Space <input type="checkbox"/> Quantity <input type="checkbox"/> Type <input type="checkbox"/> Residue <input type="checkbox"/> Partial Rejection <input type="checkbox"/> Full Rejection						
	Manifest Reference Number: _____						
	18b. Alternate Facility (or Generator)					U.S. EPA ID Number	
	Facility's Phone: _____						
	18c. Signature of Alternate Facility (or Generator)					Month Day Year	
	19. Hazardous Waste Report Management Method Codes (i.e., codes for hazardous waste treatment, disposal, and recycling systems)						
	1. _____	2. _____	3. _____	4. _____			
	20. Designated Facility Owner or Operator: Certification of receipt of hazardous materials covered by the manifest except as noted in Item 18a						
	Printed/Typed Name Louis Mangano				Signature Louis Mangano		Month Day Year 09/11/21

[illegible]



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1470914

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LEGASPI LEGASPI
Ticket Date 09/14/2021 Vehicle# 22 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	73640 lb
In	09/14/2021 12:58:20	Inbound 3	knickleski		Tare	32360 lb
Out	09/14/2021 13:40:14	Outbound	MDELAR		Net	41280 lb
					Tons	20.64

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	20.64	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	20.64	Tons				COOK
3 WWMT-WASTE WATER M	100	20.64	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1470962

Customer Name RW COLLINS 630266IL RW COLLIN Carrier PINA PINA
Ticket Date 09/14/2021 Vehicle# 22 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	79120 lb
In	09/14/2021 13:49:06	Inbound 4	MDELAR		Tare	30340 lb
Out	09/14/2021 13:49:06		MDELAR		Net	48780 lb
					Tons	24.39

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	24.39	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	24.39	Tons				COOK
3 WWMT-WASTE WATER M	100	24.39	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471121

Customer Name RW COLLINS 630266IL RW COLLIN Carrier GTH GTH
Ticket Date 09/15/2021 Vehicle# 326 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	71100 lb
In	09/15/2021 08:24:18	Inbound 4	knickleski		Tare	31740 lb
Out	09/15/2021 08:24:18		knickleski		Net	39360 lb
					Tons	19.68

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	19.68	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	19.68	Tons				COOK
3 WWMT-WASTE WATER M	100	19.68	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471134

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/15/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	74440 lb
In	09/15/2021 08:33:11	Inbound 4	knickleski		Tare	28400 lb
Out	09/15/2021 08:33:11		knickleski		Net	46040 lb
					Tons	23.02

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	23.02	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	23.02	Tons				COOK
3 WWMT-WASTE WATER M	100	23.02	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471300

Customer Name RW COLLINS 630266IL RW COLLIN Carrier CHICITY CHICITY
Ticket Date 09/15/2021 Vehicle# 410 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/15/2021 11:23:43	Inbound 4	MDELAR		Tare	83820 lb
Out	09/15/2021 11:23:43		MDELAR		Net	32800 lb
					Tons	51020 lb
						25.51

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	25.51	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	25.51	Tons				COOK
3 WWMT-WASTE WATER M	100	25.51	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471312

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/15/2021 Vehicle# 728 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	81800 lb
In	09/15/2021 11:29:39	Inbound 3	knickleski		Tare	28680 lb
Out	09/15/2021 11:29:39		knickleski		Net	53120 lb
					Tons	26.56

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	26.56	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	26.56	Tons				COOK
3 WWMT-WASTE WATER M	100	26.56	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471332

Customer Name RW COLLINS 630266IL RW COLLIN Carrier GTH GTH
Ticket Date 09/15/2021 Vehicle# 326 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/15/2021 11:38:51	Inbound 1	MDELAR		Tare	75420 lb 31740 lb
Out	09/15/2021 11:38:51		MDELAR		Net	43680 lb
					Tons	21.84

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	21.84	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	21.84	Tons				COOK
3 WWMT-WASTE WATER M	100	21.84	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471336

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/15/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	73060 lb
In	09/15/2021 11:40:20	Inbound 3	knickleski		Tare	28400 lb
Out	09/15/2021 11:40:20		knickleski		Net	44660 lb
					Tons	22.33

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.33	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.33	Tons				COOK
3 WWMT-WASTE WATER M	100	22.33	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471413

Customer Name RW COLLINS 630266IL RW COLLIN Carrier 294JES 294JES
Ticket Date 09/15/2021 Vehicle# 294 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	71300 lb
In	09/15/2021 12:27:56	Inbound 4	knickleski		Tare	30100 lb
Out	09/15/2021 12:27:56		knickleski		Net	41200 lb
					Tons	20.60

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	20.60	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	20.60	Tons				COOK
3 WWMT-WASTE WATER M	100	20.60	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471482

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/15/2021 Vehicle# 728 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	75200 lb
In	09/15/2021 14:02:43	Inbound 3	knickleski		Tare	28680 lb
Out	09/15/2021 14:02:43		knickleski		Net	46520 lb
					Tons	23.26

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	23.26	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	23.26	Tons				COOK
3 WWMT-WASTE WATER M	100	23.26	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471511

Customer Name RW COLLINS 630266IL RW COLLIN Carrier CHICITY CHICITY
Ticket Date 09/15/2021 Vehicle# 410 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	82980 lb
In	09/15/2021 14:38:04	Inbound 4	MDELAR		Tare	32800 lb
Out	09/15/2021 14:38:04		MDELAR		Net	50180 lb
					Tons	25.09

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	25.09	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	25.09	Tons				COOK
3 WWMT-WASTE WATER M	100	25.09	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471512

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/15/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	72180 lb
In	09/15/2021 14:38:48	Inbound 3	MDELAR		Tare	28400 lb
Out	09/15/2021 14:38:48		MDELAR		Net	43780 lb
					Tons	21.89

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	21.89	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	21.89	Tons				COOK
3 WWMT-WASTE WATER M	100	21.89	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471518

Customer Name RW COLLINS 630266IL RW COLLIN Carrier GTH GTH
Ticket Date 09/15/2021 Vehicle# 326 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	71660 lb
In	09/15/2021 14:46:49	Inbound 4	knickleski		Tare	31740 lb
Out	09/15/2021 14:46:49		knickleski		Net	39920 lb
					Tons	19.96

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	19.96	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	19.96	Tons				
3 WWMT-WASTE WATER M	100	19.96	Tons				

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471644

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 714 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	72540 lb
In	09/16/2021 07:51:55	Inbound 3	knickleski		Tare	28240 lb
Out	09/16/2021 07:51:55		knickleski		Net	44300 lb
					Tons	22.15

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.15	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.15	Tons				COOK
3 WWMT-WASTE WATER M	100	22.15	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471646

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/16/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	72680 lb
In	09/16/2021 07:53:22	Inbound 3	knickleski		Tare	28400 lb
Out	09/16/2021 07:53:22		knickleski		Net	44280 lb
					Tons	22.14

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.14	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.14	Tons				COOK
3 WWMT-WASTE WATER M	100	22.14	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471651

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 728 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 07:59:33	Inbound 4	knickleski		Tare	72700 lb 28680 lb
Out	09/16/2021 07:59:33		knickleski		Net	44020 lb
					Tons	22.01

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.01	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.01	Tons				COOK
3 WWMT-WASTE WATER M	100	22.01	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471667

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 7 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	78540 lb
In	09/16/2021 08:18:11	Inbound 3	knickleski		Tare	33020 lb
Out	09/16/2021 08:18:11		knickleski		Net	45520 lb
					Tons	22.76

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.76	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.76	Tons				COOK
3 WWMT-WASTE WATER M	100	22.76	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471678

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 18 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	74300 lb
In	09/16/2021 08:29:39	Inbound 3	MDELAR		Tare	30040 lb
Out	09/16/2021 08:29:39		MDELAR		Net	44260 lb
					Tons	22.13

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.13	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.13	Tons				
3 WWMT-WASTE WATER M	100	22.13	Tons				

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471708

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 12 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 08:56:09	Inbound 4	MDELAR		Tare	74400 lb*
Out	09/16/2021 08:56:31	Outbound	MDELAR		Net	30900 lb*
			* Manual Weight		Tons	43500 lb
						21.75

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	21.75	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	21.75	Tons				
3 WWMT-WASTE WATER M	100	21.75	Tons				

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471810

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/16/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 10:43:06	Inbound 4	MDELAR		Tare	73440 lb
Out	09/16/2021 10:43:06		MDELAR		Net	28400 lb
					Tons	45040 lb
						22.52

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.52	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.52	Tons				COOK
3 WWMT-WASTE WATER M	100	22.52	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471816

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 714 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 10:46:26	Inbound 4	MDELAR		Tare	73360 lb
Out	09/16/2021 10:46:26		MDELAR		Net	28240 lb
					Tons	45120 lb
						22.56

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.56	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.56	Tons				COOK
3 WWMT-WASTE WATER M	100	22.56	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471823

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 728 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	72360 lb
In	09/16/2021 10:53:22	Inbound 3	knickleski		Tare	28680 lb
Out	09/16/2021 10:53:22		knickleski		Net	43680 lb
					Tons	21.84

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	21.84	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	21.84	Tons				COOK
3 WWMT-WASTE WATER M	100	21.84	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471848

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MARIA MARIA
Ticket Date 09/16/2021 Vehicle# 42 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	65900 lb
In	09/16/2021 11:12:36	Inbound 4	knickleski		Tare	29680 lb
Out	09/16/2021 11:12:36		knickleski		Net	36220 lb
					Tons	18.11

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	18.11	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	18.11	Tons				COOK
3 WWMT-WASTE WATER M	100	18.11	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471852

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 7 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	79500 lb
In	09/16/2021 11:16:16	Inbound 3	knickleski		Tare	33020 lb
Out	09/16/2021 11:16:16		knickleski		Net	46480 lb
					Tons	23.24

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	23.24	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	23.24	Tons				COOK
3 WWMT-WASTE WATER M	100	23.24	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471857

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 18 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	74960 lb
In	09/16/2021 11:27:14	Inbound 4	knickleski		Tare	30040 lb
Out	09/16/2021 11:27:14		knickleski		Net	44920 lb
					Tons	22.46

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.46	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.46	Tons				COOK
3 WWMT-WASTE WATER M	100	22.46	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471865

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 12 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 11:33:38	Inbound 4	knickleski		Tare	65440 lb
Out	09/16/2021 11:33:38		knickleski		Net	30900 lb
					Tons	34540 lb
						17.27

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	17.27	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	17.27	Tons				COOK
3 WWMT-WASTE WATER M	100	17.27	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471867

Customer Name RW COLLINS 630266IL RW COLLIN Carrier FPC FPC
Ticket Date 09/16/2021 Vehicle# 127 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 11:36:36	Inbound 1	knickleski		Tare	68160 lb 28140 lb
Out	09/16/2021 11:36:36		knickleski		Net	40020 lb
					Tons	20.01

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	20.01	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	20.01	Tons				COOK
3 WWMT-WASTE WATER M	100	20.01	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471978

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 714 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 13:31:51	Inbound 4	knickleski		Tare	72260 lb
Out	09/16/2021 13:31:51		knickleski		Net	28240 lb
					Tons	44020 lb
						22.01

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.01	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.01	Tons				COOK
3 WWMT-WASTE WATER M	100	22.01	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471980

Customer Name RW COLLINS 630266IL RW COLLIN Carrier RMO RMO
Ticket Date 09/16/2021 Vehicle# 43 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	74020 lb
In	09/16/2021 13:35:04	Inbound 4	knickleski		Tare	28400 lb
Out	09/16/2021 13:35:04		knickleski		Net	45620 lb
					Tons	22.81

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	22.81	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	22.81	Tons				COOK
3 WWMT-WASTE WATER M	100	22.81	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1471983

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MDL MDL
Ticket Date 09/16/2021 Vehicle# 728 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 13:36:46	Inbound 3	knickleski		Tare	76120 lb
Out	09/16/2021 13:36:46		knickleski		Net	28680 lb
					Tons	47440 lb
						23.72

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	23.72	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	23.72	Tons				COOK
3 WWMT-WASTE WATER M	100	23.72	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1472011

Customer Name RW COLLINS 630266IL RW COLLIN Carrier MARIA MARIA
Ticket Date 09/16/2021 Vehicle# 42 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	71520 lb
In	09/16/2021 14:12:11	Inbound 2	knickleski		Tare	29680 lb
Out	09/16/2021 14:12:11		knickleski		Net	41840 lb
					Tons	20.92

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	20.92	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	20.92	Tons				COOK
3 WWMT-WASTE WATER M	100	20.92	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature



Laraway RDF
21233 W. Laraway Rd
Joliet, IL, 60436
Ph: 815 727 6148

Reprint
Ticket# 1472018

Customer Name RW COLLINS 630266IL RW COLLIN Carrier LAKELAND LAKELAND
Ticket Date 09/16/2021 Vehicle# 7 Volume 15.0
Payment Type Credit Account Container
Manual Ticket# Driver
Hauling Ticket# Check#
Route Billing # 0010445
State Waste Code Gen EPA ID
Manifest 1
Destination Grid
PO
Profile 630266IL (SOIL IMPACTED WITH KEROSENE AND HEATING OIL (WM012))
Generator 117-VIL OF FOREST PARK 7824 VILLAGE OF FOREST PARK 7824 W MADISON ST

	Time	Scale	Operator	Inbound	Gross	
In	09/16/2021 14:21:25	Inbound 4	knickleski		Tare	80640 lb
Out	09/16/2021 14:21:25		knickleski		Net	33020 lb
					Tons	47620 lb
						23.81

Comments

Product	LD%	Qty	UOM	Rate	Tax	Amount	Origin
1 Declass Soil-Tons-	100	23.81	Tons				COOK
2 EVLT-ENVIRONMENTAL	100	23.81	Tons				COOK
3 WWMT-WASTE WATER M	100	23.81	Tons				COOK

Total Tax
Total Ticket

Driver`s Signature

RESOLUTION NO. R-_____ -21

**A RESOLUTION APPROVING PAY REQUEST #1 (FINAL) FOR THE
14TH STREET RESURFACING PROJECT (CDBG PROJECT 2006-086)
FROM CHICAGOLAND PAVING CONTRACTORS, INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 14th Street Resurfacing Project (CDBG Project 2006-086) ("Project") to Chicagoland Paving Contractors, Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #1 (Final) for completion of the work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #1 (Final) has been reviewed by the Village Engineer, who has determined that Contractor is entitled to compensation for its performance under the Project to date, pursuant to the Pay Request #1 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #1 (Final) to Contractor in the amount of One Hundred Thirty-Nine Thousand Three Hundred Nine and 68/100 Dollars (\$139,309.68); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #1 (Final) to Contractor under the contract for the Project.

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

Section 1. The Council of the Village hereby approves Pay Request #1 (Final) to Contractor in the amount of One Hundred Thirty-Nine Thousand Three Hundred Nine and 68/100 Dollars (\$139,309.68) under the contract for the Project with Contractor.

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

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

RESOLVED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Village Clerk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 1, 2021

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

Attention: Salvatore Stella
Director of Public Works

Subject: 14th Street Resurfacing Project (CDBG Project 2006-086)
Pay Request #1 - FINAL
(CBBEL Project No. R000023.BG098)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #1 (FINAL) submitted by Chicagoland Paving Contractors, Inc. in the amount of **\$139,309.68** for the work completed. The payment will be:

1.	Contract Amount	\$	170,000.00
2.	Work Completed (FINAL)	\$	139,309.68
3.	Less Previous Payments	\$	0.00
4.	Amount Due	\$	139,309.68

We recommend payment in the amount of **\$139,309.68** to Chicagoland Paving Contractors, Inc.

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

Sincerely,

Brad S. Bahn
Construction Engineer

CHICAGOLAND PAVING CONTRACTORS, INC.

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

INVOICE

Date: 11/18/2021
Due Date:

Inv. No.: 218901-F
Page No.:

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

14th Street Resurfacing (CDBG)

REFERENCE	TERMS	YOUR #	OUR #	SALES REP
DESCRIPTION REFERENCE	UNIT MEASURE	QUANTITY	UNIT PRICE ITEM DISCOUNT	EXTENDED PRICE
WORK COMPLETED TO DATE				\$139,309.68
LESS 0% RETENTION				\$0.00
LESS PREVIOUS PAYMENTS - THANK YOU				\$0.00
SUB TOTAL				\$139,309.68
TAX				\$0.00
TOTAL				\$139,309.68
NET TO PAY				\$139,309.68

Thank You Very Much For Your Business!

Village of FOREST PARK
14th Street Resurfacing (CDBG) (CPC 21-89)

PAY REQUEST #1

LESS 0% RETENTION	\$0.00
LESS PAYMENTS OF	\$0.00
NET AMOUNT DUE	\$139,309.68

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF LAKE } SS

CPC Project No. _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Village of Forest Park
to furnish Asphalt Paving, Concrete, Sewer, Thermoplastic Striping, Sewer Cleaning
for the premises known as 14th Street Resurfacing Project - CBBEL Project No. 0023.BG0098
of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of One Hundred Thirty Nine Thousand, Three Hundred Nine Dollars & 68/100
(\$ 139,309.68) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of ILLINOIS,
relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the
material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due
from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE November 18, 2021 COMPANY NAME Chicagoland Paving Contractors, Inc.

ADDRESS 225 Telser Road, Lake Zurich, IL. 60047

SIGNATURE AND TITLE [Signature] V.P.

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

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

TO WHOM IT MAY CONCERN:

The undersigned William R. Bowes being duly sworn, deposes
and says that he or she is Vice President
of Chicagoland Paving Contractors, Inc. who is the
contractor furnishing Asphalt Paving work on the building
located at 14th Street Resurfacing Project - CBBEL Project No. 0023.BG0098
owned by Village of Forest Park

That the total amount of the contract including extras* is \$ 139,309.68 on which he has received payment of
\$ 0.00 prior to this payment.

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

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Chicagoland Paving Contractors, Inc.	Asphalt Paving	64,540.33	0.00	64,540.33	0.00
Roadway Lines Corp.	Thermoplastic Striping	4,797.60	0.00	4,797.60	0.00
Galaxy Underground, Inc.	Sewer	17,005.00	0.00	17,005.00	0.00
Carrera Concrete Construction, Inc.	Concrete	26,621.75	0.00	26,621.75	0.00
Sheridan Plumbing & Sewer	Sewer Cleaning	26,345.00	0.00	26,345.00	0.00

All materials Taken From Prepaid Stock & Delivered in Company Owned Trucks. All Labor Paid In Full

Total Labor And Material Including Extras* To Complete	139,309.68	0.00	139,309.68	0.00
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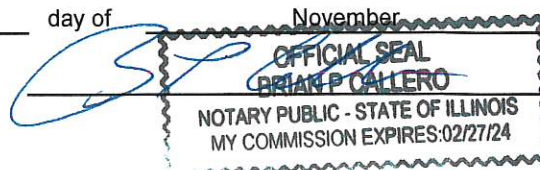
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
any kind done upon or in connection with said work other than above stated.

DATE November 18, 2021

Signature: [Signature]

Subscribed and sworn before me this 18th day of November, 2021

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



Notary

FINAL WAIVER OF LIEN

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Chicago Paving Contractors.
to furnish Paving Markings for the premises
known as 14th Street Resurfacing Project
of which Village Of Forest Park is the owner.

THE undersigned, for and in consideration of Four Thousand Seven Hundred Ninety-Seven and /60 (\$ 4,797.60)
Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and
release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or
machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all
labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter,
by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/19/21

COMPANY NAME

Roadway Lines Corporation

ADDRESS

P.O. Box. 961 W Dundee IL 60118

SIGNATURE AND TITLE

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF Kane

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, Bernardo Flores BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS President OF Roadway Lines Corporation WHO IS THE
CONTRACTOR FURNISHING Paving Markings WORK ON THE
JOB SITE LOCATED AT 14th Street Resurfacing Project
OWNED BY Village Of Forest Park

That the total amount of the contract including extras* is \$ 4797.60 on which he or she has
received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and
delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers.

"Additional, the undersigned hereby waives any and all of the undersigned's rights and claims under the Illinois Public
Construction Bond Act to the same extent the undersigned waives and releases any and all lien or claims of, or right to lien under
the statutes of Illinois relating to mechanics liens"

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
ROADWAY LINES CORPORATION	PAVING MARKINGS	\$4797.60	\$0.00	\$4,797.60	\$0.00
TOTAL PAY FOR LABOR AND MATERIAL INCLUDING EXTRAS*					

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

DATE 11/19/21

SIGNATURE: _____

SUBSCRIBED AND SWORN TO BEFORE ME THIS

19 DAY OF

November 2021

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

NOTARY PUBLIC

OFFICIAL SEAL
KATYA FLORES

NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES: 6/19/2025

STATE OF ILLINOIS
COUNTY OF COOK

} SS

FINAL WAIVER OF LIEN

Gty # _____

Escrow # _____

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Chicagoland Paving 2021-89-01

to furnish storm sewer installation

for the premises known as 14th Street Resurfacing Project-CBBEL Project No. 0023.BG0098

of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of Seventeen Thousand Five Dollars and No Cents
(\$ 17,005.00) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 11/18/2021 COMPANY NAME Galaxy Underground, Inc

ADDRESS 1075 Morse Avenue Schaumburg, IL 60193

SIGNATURE AND TITLE [Signature] President

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

STATE OF ILLINOIS
COUNTY OF COOK

} SS

CONTRACTOR'S AFFIDAVIT

TO WHOM IT MAY CONCERN:

The undersigned Nica Ruggieri being duly sworn, deposes

and says that he or she is President

of Galaxy Underground, Inc who is the

contractor furnishing storm sewer installation work on the building

located at 14th Street Resurfacing Project-CBBEL Project No. 0023.BG0098

owned by Village of Forest Park

That the total amount of the contract including extras* is \$ 17,005.00 on which he has received payment of \$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished materials or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and materials required to complete said work according to plans and specifications:

NAME AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	TOTAL DUE
Galaxy Underground, Inc	Labor and Equipment	17,005.00	0.00	17,005.00	0.00
All material taken from fully paid stock and delivered to the job site in our own vehicles					
Total Labor And Material Including Extras* To Complete		17,005.00	0.00	17,005.00	0.00

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

DATE 11/18/2021 Signature: [Signature]

Subscribed and sworn before me this 18th day of November, 2021

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



[Signature]
Notary

FINAL WAIVER OF LIEN

STATE OF ILLINOIS }
COUNTY OF: DuPAGE } SS

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by Chicagoland Paving Contractors
to furnish Concrete
for the premises known as 14th Street Resurfacing Project - CBBEL Project No. 0023.BG0098
of which Village of Forest Park is the owner.

THE undersigned, for and in consideration of Twenty Six Thousand Six Hundred Twenty One Dollars and Seventy Five Cents
(\$ 26,621.75) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to
and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the
moneys, funds or other considerations due or to become due from the owner, on account of labor services, material, fixtures, apparatus or machinery,
heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises.

Given under my hand and seal this
22nd day of November, 2021

Signature and Seal:

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of
officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself
as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS }
COUNTY OF: DuPAGE } SS

TO WHOM IT MAY CONCERN:

THE undersigned, being duly sworn, deposes and says that he is Jose P Carrera
President of the Carrera Concrete Construction Inc
who is the contractor for the Concrete work on the
building located at 14th Street Resurfacing Project - CBBEL Project No. 0023.BG0098
owned by Village of Forest Park

That the total amount of the contract including extras is \$ 26,621.75 on which he has received payment of
\$ 0.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that
there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names of all parties who have furnished material
or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the
construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said
work according to plans and specifications:

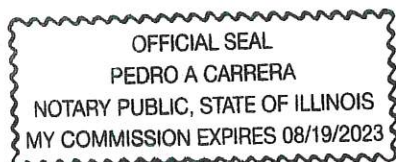
NAMES	WHAT FOR	CONTRACT PRICE	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Carrera Concrete Construction Inc	Concrete Labor	\$19,418.25	\$0.00	\$19,418.25	\$0.00
Ozinga Ready Mix Concrete	Redi-Mix Cement	\$7,203.50	\$0.00	\$7,203.50	\$0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		\$26,621.75	\$0.00	\$26,621.75	\$0.00

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

Signed this 22nd day of November, 2021

Signature:

Subscribed and sworn to before me this 22nd day of November, 2021





FINAL WAIVER OF LIEN

STATE OF: ILLINOIS
COUNTY OF: WILL

WHEREAS, the undersigned, Ozinga Ready Mix Concrete, Inc., an Illinois Corporation, has been employed by CARRERA CONCRETE CONST CO Contractor, to furnish ready mix concrete for the premises owned by VILLAGE OF FOREST PARK

and known as 14TH ST. RESURFACING PROJECT

CBBEL PROJECT NO. 0023.BG0098

in the city of **FOREST PARK.**

NOW, THEREFORE, the undersigned, for and in consideration of the amount of \$ **7,203.50** Dollars, the receipt whereof is hereby acknowledged, does hereby waive and release any and all lien claims of or right to or claim of lien under the statutes of the State of Illinois relating to mechanic's liens, with respect to and on the above-described premises, and the improvements thereon, and on the material furnished, and on the moneys or other considerations due to or to become due from the owner, on account of material heretofore furnished, or which may be furnished at any time hereafter, by the undersigned, to or on account of the said contract or the said owner, for the above-described premises.

Dated: **11/22/2021**

OZINGA READY MIX CONCRETE, INC.

By: _____

Its: CREDIT MANAGER



144869
00017921
000141

FINAL WAIVER OF LIEN

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been retained by Chicagoland Paving Contractors, Inc. to furnish: Sewer Cleaning
for the project known as 14th Street Resurfacing Project - CBBEL Project No. 023.BG0098
of which Village of Forest Park is the owner.

THE undersigned, for and in consideration Twenty Six Thousand Three Hundred Forty Five and 00/100
(\$ 26,345.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with
respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and
on the moneys, funds, or other considerations due or to become due from the owner, on account of labor, services, material, fixtures, apparatus or
machinery, heretofore furnished or which may be furnished at any time hereafter, by the undersigned for the above described premises INCLUDING EXTRAS..

DATE 01/18/21 COMPANY NAME Sheridan Plumbing & Sewer Inc.
ADDRESS 6754 W 74th Street
Bedford Park IL 60638
SIGNATURE AND TITLE Beth Healy, President

NOTE: All waivers must be for the full amount paid. If waiver is for a corporation, corporate name should be used, corporate seal affixed and title of officer signing waiver should be set forth; if waiver is for a partnership, the partnership name should be used, partner should sign and designate himself as partner.

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)
TO WHOM IT MAY CONCERN:

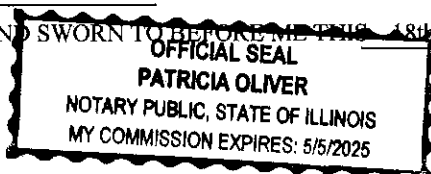
THE undersigned, being duly sworn, deposes and says that Beth Healy of Sheridan Plumbing & Sewer Inc.
who is the contractor of the Sewer Cleaning
work on the building located at 14th Street Resurfacing Project - CBBEL Project No and owned by: Village of Forest Park

That the total amount of the contract including extras \$ 26,345.00 Dollars on which he/she has received payment of
\$ 0.00 Dollars prior to this payment. That all waivers are true, correct, and genuine and delivered unconditionally and there
is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have
furnished material or labor, or both, for said work and all parties having contracts or subcontracts for specific portions of said work or for
entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material
required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLUDING EXTRAS	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
Sheridan Plumbing & Sewer Inc.	Sewer Cleaning	\$26,345.00	\$0.00	\$26,345.00	\$0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE		\$26,345.00	\$0.00	\$26,345.00	\$0.00

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

DATE 11/18/21 SIGNATURE Beth Healy
SUBSCRIBED AND SWORN TO BEFORE ME THIS 18th DAY OF November 2021



Patricia Oliver
NOTARY PUBLIC

RESOLUTION NO. R-_____ -21

**RESOLUTION AUTHORIZING THE EXECUTION OF
PAY REQUEST #4 (FINAL) FOR THE 2020 WATER MAIN PROJECT
(THOMAS AND MONROE) TO UNO CONSTRUCTION CO., INC.**

WHEREAS, the Village of Forest Park, Cook County, Illinois ("Village"), awarded the contract for the 2020 Water Main Project (Thomas and Monroe) ("Project") to Uno Construction Co., Inc. ("Contractor"); and

WHEREAS, Contractor has submitted its Pay Request #4 (Final) for completed work to date under the Project, a copy of which is attached hereto and made a part hereof; and

WHEREAS, the Pay Request #4 (Final) 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 #4 (Final); and

WHEREAS, the Village will be obligated to make a payment on Pay Request #4 (Final) to Contractor in the amount of One Hundred Forty-Three Thousand Thirty-Eight and 60/100 (\$143,038.60); and

WHEREAS, it is necessary that the Mayor and Council of the Village approve Pay Request #4 (Final) to Contractor under the contract for the Project.

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

Section 1. The 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 Council of the Village hereby approves Pay Request #4 (Final) to Contractor in the amount of One Hundred Forty-Three Thousand Thirty-Eight and 60/100 (\$143,038.60) under the contract for the Project with Contractor.

Section 3. The Village Clerk is directed to attest to the Mayor's signature on any and all documents, as necessary.

Section 4. 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 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

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

Vanessa Moritz, Clerk

UNO CONSTRUCTION CO., INC.
2020 WATER MAIN PROJECT
(THOMAS AND MONROE)
PAY REQUEST #4 (Final)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

December 3, 2021

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

Attention: Salvatore Stella
Director of Public Works

Subject: 2020 Water Main & Resurfacing Project – Thomas & Monroe
Pay Request #4 - FINAL
(CBBEL Project No. R000023.00094)

Dear Mr. Stella:

Christopher B. Burke Engineering, Ltd. (CBBEL) has reviewed Pay Request #4 (FINAL) submitted by Uno Construction Co., Inc. in the amount of **\$143,038.60** for the work completed. The payment will be:

1.	Contract Amount	\$	1,096,000.63
2.	Work Completed (FINAL)	\$	1,088,797.40
3.	Less Previous Payments	\$	945,758.80
4.	Amount Due	\$	143,038.60

We recommend payment in the amount of **\$143,038.60** to Uno Construction Co., Inc.

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

Sincerely,

Brad S. Bahn
Construction Engineer

Uno Construction Co. Inc.

6037 Brookbank Rd. Downers Grove, IL 60516

630-810-5740

630-810-5744 FAX

www.unosewer.com



Final

Project: 2020 Watermain and Resurfacing

Owner: Village of Forest Park

517 DesPlaines Ave.

Forest Park, IL 60130

Amount: \$ 1,088,797.40

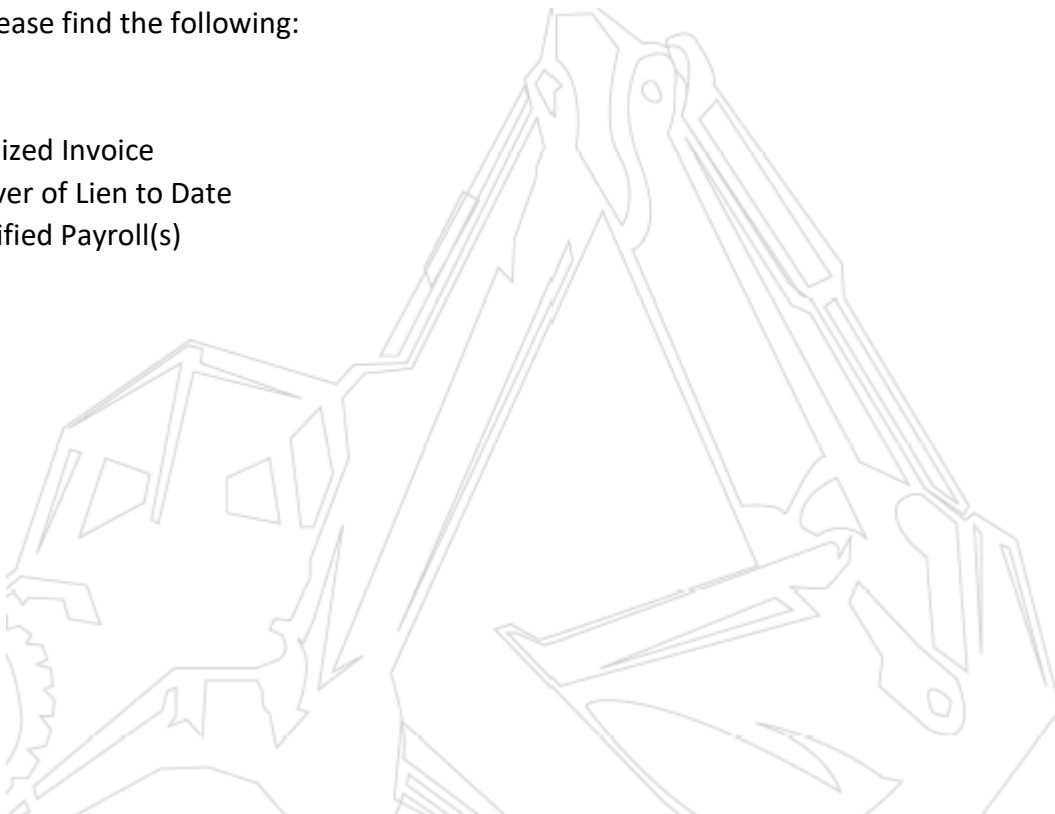
Less 0% Retention: \$ 0.00

Less Previous Payout: \$ 945,758.80

Balance Due: \$ 143,038.60

Attached please find the following:

- ✓ Itemized Invoice
- ✓ Waiver of Lien to Date
- ✓ Certified Payroll(s)



ITEM	ITEMS	UNIT	PLAN QTY	UNIT PRICE	PLAN TOTAL	CURRENT QTY	TOTAL
1	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	45	\$46.75	\$2,103.75	0.00	\$ -
2	TREE TRUNK PROTECTION	EACH	10	\$100.00	\$1,000.00	0.00	\$ -
3	TREE ROOT PRUNING	EACH	59	\$100.00	\$5,900.00	0.00	\$ -
4	TRENCH BACKFILL	CU YD	1760	\$27.00	\$47,520.00	1,304.85	\$ 35,230.95
5	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	3554	\$5.38	\$19,120.52	1,260.00	\$ 6,778.80
6	SEEDING, CLASS 1A	ACRE	0.74	\$1,352.00	\$1,000.48	0.00	\$ -
7	EROSION CONTROL BLANKET	SQ YD	3554	\$1.13	\$4,016.02	0.00	\$ -
8	SODDING, SALT TOLERANT	SQ YD	1726	\$8.00	\$13,808.00	1,475.56	\$ 11,804.48
9	SUPPLEMENTAL	UNIT	15	\$50.00	\$750.00	15.00	\$ 750.00
10	INLET FILTERS	EACH	37	\$20.00	\$740.00	36.00	\$ 720.00
11	AGGREGATE FOR TEMPORARY ACCESS	TON	80	\$15.00	\$1,200.00	0.00	\$ -
12	BITUMINOUS MATERIALS (TACK COAT)	POUND	5426	\$0.01	\$54.26	5,426.00	\$ 54.26
13	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	332	\$113.25	\$37,599.00	469.70	\$ 53,193.53
14	HOT-MIX ASPHALT SURFACE REMOVAL - BUTT	SQ YD	129	\$6.50	\$838.50	99.11	\$ 644.22
15	HOT-MIX ASPHALT SURFACE COURSE, MIX	TON	663	\$76.00	\$50,388.00	787.61	\$ 59,858.36
16	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 6 INCH	SQ YD	50	\$50.00	\$2,500.00	9.60	\$ 480.00
17	PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT, 8 INCH	SQ YD	20	\$52.00	\$1,040.00	22.10	\$ 1,149.20
18	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	6700	\$6.50	\$43,550.00	6,324.77	\$ 41,111.01
19	DETECTABLE WARNINGS	SQ FT	168	\$29.50	\$4,956.00	146.00	\$ 4,307.00
20	HOT-MIX ASPHALT SURFACE REMOVAL, 2 1/4"	SQ YD	7654	\$2.70	\$20,665.80	7,099.76	\$ 19,169.35
21	DRIVEWAY PAVEMENT REMOVAL	SQ YD	70	\$11.00	\$770.00	31.70	\$ 348.70
22	SIDEWALK REMOVAL	SQ FT	6700	\$0.50	\$3,350.00	6,324.77	\$ 3,162.39

23	STORM SEWER REMOVAL	FOOT	23	\$8.00	\$184.00	0.00	\$ -
24	STORM SEWER REMOVAL	FOOT	52	\$8.00	\$416.00	0.00	\$ -
25	STORM SEWER REMOVAL 10"	FOOT	203	\$8.00	\$1,624.00	173.00	\$ 1,384.00
26	STORM SEWER REMOVAL 12"	FOOT	214	\$8.00	\$1,712.00	10.00	\$ 80.00
*27	DUCTILE IRON WATER MAIN 6"	FOOT	35	\$75.00	\$2,625.00	24.00	\$ 1,800.00
*28	DUCTILE IRON WATER MAIN 8"	FOOT	2005	\$95.00	\$190,475.00	1,951.50	\$185,392.50
*29	DUCTILE IRON WATER MAIN 10"	FOOT	15	\$125.00	\$1,875.00	0.00	\$ -
*30	DUCTILE IRON WATER MAIN 12"	FOOT	45	\$90.00	\$4,050.00	24.00	\$ 2,160.00
*31	WATER VALVES 8"	EACH	4	\$3,000.00	\$12,000.00	3.00	\$ 9,000.00
*32	ADJUSTING SANITARY SEWERS, 8-INCH	FOOT	740	\$45.00	\$33,300.00	311.50	\$ 14,017.50
*33	FIRE HYDRANT WITH AUXILIARY VALVE AND VALVE BOX	EACH	4	\$5,000.00	\$20,000.00	6.00	\$ 30,000.00
34	INLETS, TYPE A, TYPE 1 FRAME, OPEN LID	EACH	2	\$1,800.00	\$3,600.00	0.00	\$ -
35	FRAMES AND LIDS, TYPE 1, OPEN LID	EACH	12	\$300.00	\$3,600.00	0.00	\$ -
36	FRAMES AND LIDS, TYPE 1, CLOSED LID	EACH	16	\$300.00	\$4,800.00	17.00	\$ 5,100.00
*37	REMOVE AND REERECT RAIL ELEMENT OF EXISTING GUARDRAILS	FOOT	30	\$23.00	\$690.00	30.00	\$ 690.00
38	MOBILIZATION	L SUM	1	\$20,000.00	\$20,000.00	1.00	\$ 20,000.00
39	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	6	\$18.00	\$108.00	6.00	\$ 108.00
40	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	395	\$1.45	\$572.75	592.00	\$ 858.40
41	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	735	\$2.25	\$1,653.75	233.00	\$ 524.25

42	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	530	\$4.45	\$2,358.50	222.00	\$ 987.90
43	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	103	\$6.75	\$695.25	88.00	\$ 594.00
*44	PAVEMENT IMPRINTING	SQ YD	85	\$200.00	\$17,000.00	88.29	\$ 17,658.00
*45	STRUCTURES TO BE ADJUSTED	EACH	23	\$400.00	\$9,200.00	6.00	\$ 2,400.00
*46	FIRE HYDRANTS TO BE REMOVED & SALVAGED	EACH	5	\$300.00	\$1,500.00	5.00	\$ 1,500.00
*47	MANHOLE REMOVAL	EACH	5	\$200.00	\$1,000.00	2.00	\$ 400.00
*48	EXPLORATION TRENCH (SPECIAL)	FOOT	100	\$25.00	\$2,500.00	130.00	\$ 3,250.00
*49	DUCTILE IRON WATER MAIN FITTINGS	POUND	4466	\$4.00	\$17,864.00	1,768.00	\$ 7,072.00
*50	WATER MAIN REMOVAL	FOOT	190	\$20.00	\$3,800.00	47.50	\$ 950.00
*51	CATCH BASINS, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	5	\$4,000.00	\$20,000.00	3.00	\$ 12,000.00
*52	MANHOLES, SANITARY, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID	EACH	2	\$4,500.00	\$9,000.00	1.00	\$ 4,500.00
*53	CATCH BASINS, TYPE C, TYPE 1 FRAME, OPEN LID, SPECIAL	EACH	4	\$2,200.00	\$8,800.00	2.00	\$ 4,400.00
*54	VALVE VAULTS TO BE REMOVED	EACH	5	\$200.00	\$1,000.00	5.00	\$ 1,000.00
*55	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$25,000.00	\$25,000.00	1.00	\$ 25,000.00
*56	CONSTRUCTION LAYOUT	L SUM	1	\$6,000.00	\$6,000.00	1.00	\$ 6,000.00
*57	DRAINAGE AND UTILITY STRUCTURES TO BE RECONSTRUCTED (SPECIAL)	EACH	10	\$1,000.00	\$10,000.00	2.00	\$ 2,000.00
*58	DRAINAGE STRUCTURE TO BE REMOVED	EACH	11	\$200.00	\$2,200.00	6.00	\$ 1,200.00
*59	STORM SEWER (WATER MAIN REQUIREMENTS) 6 INCH	FOOT	23	\$90.00	\$2,070.00	0.00	\$ -
*60	STORM SEWER (WATER MAIN REQUIREMENTS) 8 INCH	FOOT	52	\$95.00	\$4,940.00	0.00	\$ -

*61	STORM SEWER (WATER MAIN REQUIREMENTS) 10 INCH	FOOT	203	\$55.00	\$11,165.00	173.00	\$ 9,515.00
*62	STORM SEWER (WATER MAIN REQUIREMENTS) 12 INCH	FOOT	214	\$65.00	\$13,910.00	10.00	\$ 650.00
*63	SEWER CLEANING AND TELEVISION, 12"	FOOT	3161	\$2.25	\$7,112.25	2,169.00	\$ 4,880.25
*64	SEWER CLEANING AND TELEVISION, 10"	FOOT	300	\$2.25	\$675.00	0.00	\$ -
*65	SEWER CLEANING AND TELEVISION, 8"	FOOT	145	\$2.25	\$326.25	535.50	\$ 1,204.88
*66	CLASS D PATCHES, 6 INCH (SPECIAL)	SQ YD	1446	\$36.30	\$52,489.80	1,922.45	\$ 69,784.94
*67	COMBINATION CONCRETE CURB AND GUTTER REMOVAL AND REPLACEMENT (SPECIAL)	FOOT	2155	\$26.25	\$56,568.75	2,091.50	\$ 54,901.88
*68	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	21	\$800.00	\$16,800.00	26.00	\$ 20,800.00
*69	PRECONSTRUCTION VIDEO (SPECIAL)	LSUM	1	\$3,485.00	\$3,485.00	1.00	\$ 3,485.00
*70	ITEMS ORDERED BY ENGINEER	DOLLAR	25000	\$1.00	\$25,000.00	94,005.20	\$ 94,005.20
*71	SHRUB	EACH	4	\$40.00	\$160.00	0.00	\$ -
*72	PLUG AND BLOCK WATER MAIN (SPECIAL)	EACH	6	\$1,200.00	\$7,200.00	6.00	\$ 7,200.00
*73	PRESSURE CONNECTION, 10" X 8"	EACH	1	\$4,200.00	\$4,200.00	2.00	\$ 8,400.00
*74	PRESSURE CONNECTION, 12" X 8"	EACH	1	\$4,215.00	\$4,215.00	1.00	\$ 4,215.00
*75	NON-PRESSURE CONNECTION TO EXISTING 8" WATER MAIN	EACH	2	\$2,000.00	\$4,000.00	1.00	\$ 2,000.00
*76	NON-PRESSURE CONNECTION TO EXISTING 12" WATER MAIN	EACH	2	\$3,000.00	\$6,000.00	2.00	\$ 6,000.00
*77	PVC C-900 CASING, 16"	FOOT	26	\$85.00	\$2,210.00	20.00	\$ 1,700.00
*78	VALVE VAULTS, TYPE A, 4'- DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	4	\$3,800.00	\$15,200.00	3.00	\$ 11,400.00

*79	VALVE VAULTS, TYPE A, 5'- DIAMETER, TYPE 1 FRAME, CLOSED LID, SPECIAL	EACH	2	\$4,000.00	\$8,000.00	3.00	\$ 12,000.00
*80	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 1"	EACH	40	\$2,000.00	\$80,000.00	34.00	\$ 68,000.00
*81	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, LONG SIDE - 2"	EACH	2	\$2,000.00	\$4,000.00	5.00	\$ 10,000.00
*82	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1"	EACH	35	\$1,600.00	\$56,000.00	33.00	\$ 52,800.00
*83	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 1.5"	EACH	1	\$2,000.00	\$2,000.00	5.00	\$ 10,000.00
*84	WATER SERVICE REPLACEMENT, WITH NEW BUFFALO BOX, SHORT SIDE - 2"	EACH	1	\$2,200.00	\$2,200.00	0.00	\$ -
*85	WATER VALVE TO BE REMOVED AND SALVAGED (SPECIAL)	EACH	1	\$2,000.00	\$2,000.00	1.00	\$ 2,000.00
N/A	SIDEWALK PROGRAM	SQFT	0	\$12.00	\$0.00	2,755.54	\$ 33,066.48

CONTRACT VALUE

\$1,096,000.63

Total To Date:	\$ 1,088,797.40
Less 0% Retention:	\$ -
Less Previous Amount:	\$ 945,758.80
Total Amount Due:	\$ 143,038.60

Final Waiver of Lien

State of Illinois }
County DuPage } ss.

To Whom It May Concern:

WHEREAS the undersigned has been employed by Village of Forest Park
to furnish General Contract
for the premises known as 2020 Watermain and Resurfacing
of which Village of Forest Park is the owner.

The undersigned, for and in consideration of One Hundred Forty Three Thousand Thirty Eight 60/100
(\$ 143,038.60) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es)
hereby waive and release any and all lien or claim of, or right to lien, under the statutes of the State of Illinois, relating to mechanics' liens,
with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery
furnished, and on the monies, funds or other considerations due or to become due from the owner, on account of labor services, material,
fixtures, apparatus or machinery, furnished to this date by the undersigned for the above-described premises.

Date 12/03/21

Company Name Uno Construction Co. Inc.

Signature and Title

Alberto Garcia

Address 6037 Brookbank Rd. Downers Grove, IL 60516
, President

CONTRACTOR'S AFFIDAVIT

State of Illinois }
County DuPage } ss.

To Whom It May Concern:

The undersigned, (Name) Alberto Garcia being duly
sworn, deposes and says that he or she is (Position/Title) President
of (Company Name) Uno Construction Co. Inc. who
is the contractor furnishing General Contractor
work on the building located at 2020 Watermain and Resurfacing – Monroe Ave and Thomas Ave
owned by Village of Forest Park that the total amount of the contract including extras is
\$ 1,088,797.40 on which he or she has received payment of
(CONTRACT AMOUNT)
\$ 945,758.80 prior to this payment. That all waivers are
(PREVIOUS PAYMENT)

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

SUPPLIER INFORMATION & MATERIAL WAIVER

NAME/ADDRESSES	WHAT FOR	CONTRACT PRICE	PREVIOUS PAYMENT	THIS PAYMENT	BALANCE TO BECOME DUE
Uno Construction Co. Inc.	General Contractor	623,493.22	596,435.67	27,057.55	0.00
J Nardulli Concrete	Concrete	142,726.49	47,250.00	95,476.49	0.00
Lindahl Brothers Asphalt	Asphalt	205,966.54	205,966.54	0.00	0.00
Dukes	Watermain Connections	15,647.25	15,647.25	0.00	0.00
Mark-It Striping	Road Striping	20,783.90	20,783.90	0.00	0.00
Construction Video Media	Precon Video	3,485.00	3,485.00	0.00	0.00
The Stettner Group	Construction Layout	5,995.00	5,995.00	0.00	0.00
Martin and Son Landscaping	Landscaping	40,300.00	19,795.44	20,504.56	0.00
NG Plumbing	Water Service	30,400.00	30,400.00	0.00	0.00
TOTAL LABOR AND MATERIAL TO COMPLETE		1,088,797.40	945,758.80	143,038.60	0.00

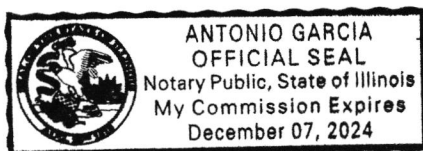
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

Date 12/03/21

Signature

Alberto Garcia

Subscribed and sworn to before me this 3rd day of December, 2021



Notary Public



STATE OF ILLINOIS

COUNTY OF COOK

FINAL WAIVER OF LIEN

Gty #

Escrow #

TO WHOM IT MAY CONCERN:

WHEREAS the undersigned has been employed by UNO CONSTRUCTION CO. INC.
to furnish MATERIAL AND LABOR FOR THE CONCRETE CONSTRUCTION WORK
for the premises known as 2020 FOREST PARK WATER MAIN & RESURFACING PROJECT
of which VILLAGE OF FOREST PARK is the owner.

THE undersigned, for and in consideration of NINETY FIVE THOUSAND FOUR HUNDRED SEVENTY SIX & 49/100 (\$95,476.49) Dollars, and other good and valuable considerations, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of all labor, services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be furnished at any time hereafter, by the undersigned for the above-described premises, INCLUDING EXTRAS.*

DATE 12/2/21 COMPANY NAME J. NARDULLI CONCRETE, INC.

ADDRESS 3517 SOUTH 60TH COURT, CICERO, IL 60804

SIGNATURE AND TITLE

Jose A. Gaucin

President

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

CONTRACTOR'S AFFIDAVIT

STATE OF ILLINOIS

COUNTY OF COOK

TO WHOM IT MAY CONCERN:

THE UNDERSIGNED, (NAME) JOSE A. GAUCIN BEING DULY SWORN, DEPOSES
AND SAYS THAT HE OR SHE IS (POSITION) PRESIDENT OF
(COMPANY NAME) J. NARDULLI CONCRETE, INC. WHO IS THE
CONTRACTOR FURNISHING CONCRETE CONSTRUCTION WORK ON THE BUILDING
LOCATED AT VARIOUS LOCATIONS - VILLAGE OF FOREST PARK, IL
OWNED BY VILLAGE OF FOREST PARK

That the total amount of the contract including extras* is \$142,726.49 on which he or she has received payment of \$47,250.00 prior to this payment. That all waivers are true, correct and genuine and delivered unconditionally and that there is no claim either legal or equitable to defeat the validity of said waivers. That the following are the names and addresses of all parties who have furnished material or labor, or both, for said work and all parties having contracts or sub contracts for specific portions of said work or for material entering into the construction thereof and the amount due or to become due to each, and that the items mentioned include all labor and material required to complete said work according to plans and specifications:

NAMES AND ADDRESSES	WHAT FOR	CONTRACT PRICE INCLDG EXTRAS*	AMOUNT PAID	THIS PAYMENT	BALANCE DUE
J. NARDULLI CONCRETE, INC.	LBR.PRF.OHD.EQP.	142,726.49	47,250.00	95,476.49	0.00
TOTAL LABOR AND MATERIAL INCLUDING EXTRAS* TO COMPLETE.		142,726.49	47,250.00	95,476.49	0.00

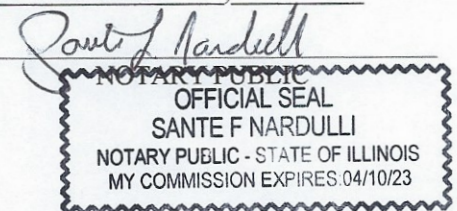
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of any kind done or to be done upon or in connection with said work other than above stated.

DATE 12-2-21SIGNATURE: *Jose A. Gaucin*SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF December, 2021

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

F.3870 R5/96

Provided by Chicago Title Insurance Company



Construction Final Lien Waiver

State of Illinois }
County DuPage } ss.

ESCROW # _____

To Whom It May Concern:

WHEREAS the undersigned has been employed by Uno Construction Co. Inc.
to furnish Landscape Restoration
for the premises known as 2020 Watermain and Resurfacing
of which Village of Forest Park is the owner.

The undersigned, for and in consideration of Forty Thousand Threee Hundred and 00/100
(\$ 40,300.00) Dollars, and other good and valuable consideration, the receipt whereof is hereby acknowledged,
do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the statutes of the State of Illinois, relating
to mechanics' liens, with respect to and on said above-described premises, and the improvements thereon, and on the material,
fixtures, apparatus or machinery furnished, and on the monies, funds or other considerations due or to become due from the
owner, on account of labor services, material, fixtures, apparatus or machinery, heretofore furnished, or which may be
furnished at any time hereafter, by the undersigned for the above-described premises.

Date 11/23/21

Company Name Martin and Son Landscaping

Signature and Title [Signature]

Address 420 Kenwood Ave. West Chicago, IL 60185

President

CONTRACTOR'S AFFIDAVIT

State of Illinois }
County DuPage } ss.

To Whom It May Concern:

The undersigned, (Name) Cesar Correa being
duly sworn, deposes and says that he or she is (Position/Title) President
of (Company Name) Martin and Son Landscaping
who is the contractor furnishing Landscaping Restoration
work on the building located at 2020 Watermain and Resurfacing
owned by Village of Forest Park that the total amount of the contract including extras
is \$ 40,300.00 on which he or she has received payment of

(CONTRACT AMOUNT)

\$ 19,795.44 prior to this payment. That all waivers are

(PREVIOUS PAYMENT)

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

SUPPLIER INFORMATION & MATERIAL WAIVER

NAME/ ADDRESSES	WHAT FOR	CONTRACT PRICE	PREVIOUS PAYMENT	THIS PAYMENT	BALANCE TO BECOME DUE
Martin and Son	Lanscape	40,300.00	19,795.44	20,504.56	0.00
420 Kenwood Ave.					
West Chicago, IL 60185					
TOTAL LABOR AND MATERIAL TO COMPLETE		40,300.00	19,795.44	20,504.56	0.00

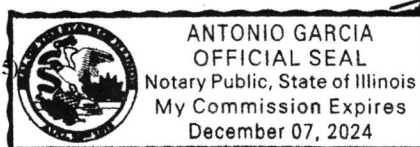
That there are no other contracts for said work outstanding, and that there is nothing due or to become due to any person for material, labor or other work of
any kind done or to be done upon or in connection with said work other than above stated.

Date 11/23/21

Signature [Signature]

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

Construction Final Lien Waiver
Stewart Title - Illinois Division (01/2015)



[Signature] Notary Public

AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 13, 2021

Issue Statement

Request for Village Council action related to the adoption of a resolution approving an Edward-Elmhurst Occupational Health Services Substance Abuse Random Management Program Agreement

Background

As the Village's vehicular fleet requires that its operators hold CDL driver's licenses, the Village is required to implement and administer a CDL drug testing program. The Village utilizes the services of Edward-Elmhurst Occupational Health Services to administer and perform the random drug testing program. The fees for the 2022 program are the same as the fees for our 2021 program.

Attachment

- Resolution approving 2022 agreement
- 2022 agreement

RESOLUTION NO. R - _____ - 21

**A RESOLUTION APPROVING A CY 2022 AGREEMENT
WITH EDWARD-ELMHURST OCCUPATIONAL HEALTH SERVICES
FOR A SUBSTANCE ABUSE RANDOM MANAGEMENT PROGRAM
IN THE VILLAGE OF FOREST PARK, ILLINOIS**

WHEREAS, Edward-Elmhurst Occupational Health Services ("Edward") provides substance abuse random testing services; and

WHEREAS, it is in the best interest of the residents of the Village of Forest Park (the "Village") for the Village to enter into a Substance Abuse Random Management Program Agreement (the "Agreement") with Edward to provide substance abuse random testing services for employees of the Village for CY 2022.

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

Section 1. That the Mayor is hereby authorized and directed to execute the Agreement with Edward in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the officials executing the same, their execution thereof to constitute conclusive evidence of their approval of such changes.

Section 2. That this Resolution shall be in full force and effect upon and after its passage in the manner provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
This _____ day of December, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT A

Agreement with Edward-Elmhurst Occupational Health Services Substance Abuse Random Management Program Agreement

Edward-Elmhurst Occupational Health Services

Substance Abuse Random Management Program Agreement

SERVICES	2022
Substance Abuse Testing <i>Services at Edward-Elmhurst Health facilities</i> <ul style="list-style-type: none"> • Medical Review Officer • Certified collectors and technicians • Screening & Confirmation when applicable for Rapid Screening • DOT approved Evidential Breath Tester (EBT) devices • Includes Breath Alcohol Screening and Confirmation • A SAMHSA certified laboratory is used for drug testing 	
Random Pool Management <ul style="list-style-type: none"> • Quarterly random selections generated by computer selection • Updated eligibility lists prior to each selection • Enrollment certification letter provided with each selection • Individual employee notification forms • Record keeping (per applicable required guidelines) • Statistical reports 	Annual Random Management Fee (Billed in January 2022) \$200 per year ----- Random Management Fee (Billed each quarter 2022) \$5 per employee
On-Site Collection Service <ul style="list-style-type: none"> • Collection Service on company premises 	\$64 per hour/ collector (Minimum 1-hr)

As the official Designated Employer Representative (DER) for the company listed below, with my signature, I acknowledge that I have read and understand this document and have received acceptable answers to all my questions about the services offered by Edward-Elmhurst Occupational Health Services. I understand that I may discontinue the services or any portion of the services at any time without a refund.

Submitted by:
Edward-Elmhurst Health Occupational Health Services
TPA/Substance Abuse Testing Administrator
801 S. Washington Street
Naperville, IL 60540
(630) 527-2702

Acknowledgement & Acceptance date: _____

Company: Village of Forest Park

Print Name: _____

Signature: _____

11/2021

Phone: _____

**Village of Forest Park
Memorandum**

TO: Zoning Board of Appeals

FROM: Director, Department of Public Health and Safety

DATE: 9 November 2021 for the 15 November 2021 meeting of the ZBA

RE: ZBA 2021-2. Amending Section 9-4A-1 "Use Regulations" to remove the restriction on live music and dancing for restaurants and liquor licensees in the B-1 district.

Petitioner: Village of Forest Park

Request approval of the following: Text amendment to Section 9-4A-1 "Use Regulations" as follows:

9-4A-1: USE REGULATIONS:

In the B-1 district, no building or land shall be used and no building shall be hereafter erected, converted, enlarged or structurally altered, except for one or more of the following uses. (The following named uses shall be deemed to include those uses or buildings in general keeping with and appropriate to the uses hereinafter specified.):

Accessory buildings and uses customarily incident to the following uses, including a sign or bulletin board relating only to services, articles and products offered within the building.

Any use in the R-3 district except single-family and two-family dwellings, rowhouses, churches, public or private elementary or high schools for students, the majority of whom are no more than eighteen (18) years of age, publicly owned parks and playgrounds and cemeteries.

Antennas and towers for personal wireless services in conformance with section [9-2-5](#) of this title.

Apartments with not less than four hundred (400) square feet of usable floor area per family, provided they are located on the second floor and above a business use permitted in this district.

Bakery whose products are sold at retail on the premises.

Bank, savings and loan association.

Beauty supply stores, not greater than one thousand (1,000) square feet in area.

Business or commercial school.

Commercial parking lots.

Equipment service shop, such as radio shop, television shop, electrical appliance shop, record shop, locksmith shop, upholstering shop, but expressly excluding those uses listed in the B-2, I-1 and I-2 districts.

Food catering establishments.

Food lockers.

Mortuaries.

Personal grooming services, provided that no such business is located within five hundred feet (500') of another business providing personal grooming services in conformance with subsection [9-4A-5C](#) of this article.

"Personal service shop", as defined in section [9-1-5](#) of this title.

Post office.

Professional or service office.

Recreation or amusement building, expressly excluding those listed in B-2, I-1 and I-2 districts.

Restaurant and/or liquor licensees ~~where no live entertainment or dancing facilities are provided,~~ but not including drive-in and drive-through restaurants.

Shop or store for conduct of retail business, including supermarkets, but expressly excluding those uses listed in the B-2, I-1 and I-2 districts.

Store for collection and distribution of laundry and dry cleaning articles, but not for the treatment, cleaning of such articles except self-service laundries. (April 1969; amd. Ord. O-16-63, 10-14-1963; Ord. O-9-93, 3-8-1993; Ord. O-8-98, 2-23-1998; Ord. O-25-12, 7-23-2012; Ord. O-25-13, 9-23-2013)

Background/Discussion

Recent changes to the Village liquor code were approved amending the prohibition of live music. In order to align the zoning ordinance with the liquor code, the above text amendment is requested to strike “where no live entertainment or dancing facilities are provided.” This amendment would not materially change the permitted uses and maintains the prohibition on drive-in and drive-through restaurants in the B-1. This language flows from the B-1 to the B-2 District. The DBD (Downtown Business District) does not have such language regarding live music and dancing.

Summary

Should the Zoning Board of Appeals wish to recommend approval of this text amendment, a sample motion is provided herein:

Based on the information included in the staff memo and testimony provided, I move that the Zoning Board of Appeals recommend to the Village Council approval of the following text amendment:

Strike the words “where no live entertainment or dancing facilities are provided” so that the use reads: Restaurant and/or liquor licensees but not including drive-in and drive-through restaurants.

Addendum to the staff report

At the regular meeting of the ZBA in November the member voted unanimously to approve the text amendment providing live music and dancing in the B-1 zoned district.

ORDINANCE O-_____ -21

**AN ORDINANCE AMENDING TITLE 9, ENTITLED
“FOREST PARK ZONING ORDINANCE,” OF THE
VILLAGE CODE OF THE VILLAGE OF FOREST PARK
(Text Amendment: “Live Music and Dancing”) ZBA 2021-02**

WHEREAS, the Village of Forest Park (“Village”) maintains a zoning ordinance which is found in Title 9 of the Forest Park Village Code, Forest Park Illinois (the “Zoning Ordinance”); and

WHEREAS, the Village Council deems it reasonable and prudent to periodically review said Zoning Ordinance and make necessary changes; and

WHEREAS, the Village Council proposes to adopt an amendment to the Village Zoning Ordinance to amend the permitted uses in the Neighborhood Shopping District (B-1) in the Village; and

WHEREAS, the Village filed an application to amend the Zoning Ordinance to remove restrictions on live music and dancing in the Neighborhood Shopping District (B-1) in the Village (the "Application"); and

WHEREAS, pursuant to proper legal notice, a public hearing to consider the Application was conducted by the Village of Forest Park Zoning Board of Appeals (the “ZBA”) on 15 November, 2021 at which time the ZBA reviewed the Application and took all testimony and public comment; and

WHEREAS, the ZBA recommended that the Village Council approve the proposed text amendment to the Zoning Ordinance; and

WHEREAS, the Village Council has considered the recommendation of the ZBA and all of the facts and circumstances regarding the Application and finds that it is in the best interest of the Village to amend the Zoning Ordinance as provided herein.

NOW, THEREFORE, BE IT ORDAINED 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 incorporated herein adopted as part of this Ordinance.

SECTION 2: Section 9-4A-1, entitled “Use Regulations,” of Chapter 4, entitled “Business Districts,” of Title 9, entitled “Forest Park Zoning Ordinance,” of the Village Code of the Village of Forest Park, Illinois, is hereby amended by removing the following language:

9-4A-1: Us Regulations: In the B-1 district, no building or land shall be used and no building shall be hereafter erected, converted, enlarged or structurally altered, except for one or more of the following uses. (The following named uses shall be deemed to include those uses or buildings in general keeping with and appropriate to the uses hereinafter specified):

Accessory buildings and uses customarily incident to the following uses, including a sign or bulletin board relating only to services, articles and products offered within the building.

Any use in the R-3 district except single-family and two-family dwellings, rowhouses, churches, public or private elementary or high schools for students, the majority of whom are no more than eighteen (18) years of age, publicly owned parks and playgrounds and cemeteries.

Antennas and towers for personal wireless services in conformance with section 9-2-5 of this title.

Apartments with not less than four hundred (400) square feet of usable floor area per family, provided they are located on the second floor and above a business use permitted in this district.

Bakery whose products are sold at retail on the premises.

Bank, savings and loan association.

Beauty supply stores, not greater than one thousand (1,000) square feet in area.

Business or commercial school.

Commercial parking lots.

Equipment service shop, such as radio shop, television shop, electrical appliance shop, record shop, locksmith shop, upholstering shop, but expressly excluding those uses listed in the B-2, I-1 and I-2 districts.

Food catering establishments.

Food lockers.

Mortuaries.

Personal grooming services, provided that no such business is located within five hundred feet (500') of another business providing personal grooming services in conformance with subsection 9-4A-5C of this article.

"Personal service shop", as defined in section 9-1-5 of this title.

Post office.

Professional or service office.

Recreation or amusement building, expressly excluding those listed in B-2, I-1 and I-2 districts.

Restaurant and/or liquor licensees ~~where no live entertainment or dancing facilities are provided~~, but not including drive-in and drive-through restaurants.

Shop or store for conduct of retail business, including supermarkets, but expressly excluding those uses listed in the B-2, I-1 and I-2 districts.

Store for collection and distribution of laundry and dry cleaning articles, but not for the treatment, cleaning of such articles except self-service laundries.

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

SECTION 4: That the remaining provisions of the ZBA of the Village of Forest Park, Illinois remain in full force and effect and are not amended, modified or altered by this Ordinance.

SECTION 5: The corporate authorities of the Village intend that this Ordinance will be made part of the Village Code and that sections of this Ordinance can be renumbered or relettered and the word "Ordinance" can be changed to "Section," "Article," Chapter" or some other appropriate word or phrase to accomplish codification, and regardless of whether this Ordinance is ever codified, the Ordinance can be renumbered or relettered and typographical errors can be

corrected with the authorization of the Village Attorney, or his or her designee.

SECTION 6: If any section, subsection, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is, for any reason, held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance, or any part thereof. The corporate authorities hereby declare that they would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional, invalid or ineffective.

SECTION 7: That this Ordinance shall be in full force and effect on 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 13th day of December 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED:

Rory E. Hoskins, Mayor

ATTEST:

Vanessa Moritz, Village Clerk

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Hoskins; Moses Amedei
FROM: Chief Ken Gross
DATE: 01Dec21
SUBJECT: Probationary Police Officer

Handwritten: 01DEC21 2900

The death of Ofc. N. Kozak #241 has created a need for the police department to hire a probationary police officer.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to offer employment to the next, eligible probationary police officer.

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Hoskins; Moses Amedei

FROM: Chief Ken Gross

DATE: 08Dec21

SUBJECT: Probationary Police Officer

The death of Ofc. J. Flores #218 has created a need for the police department to hire a probationary police officer.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to offer employment to the next, eligible probationary police officer.

Forest Park Police Department

Field Services

Memorandum

TO: Mayor Hoskins; Moses Amedei
FROM: Chief Ken Gross
DATE: 09Dec21
SUBJECT: Promotions and Probationary Police Officer – Lt. Adams Retirement

[Handwritten signature and date 09DEC21]

Lt. Adams announced that he is retiring from the police department with his last working day being 15Dec21. Lt. Adams' retirement will create a lieutenant vacancy. Filling this vacancy will create a need for a sergeant. This chain of events also creates a need for a probationary police officer.

I am respectfully asking that the Village Council direct the Forest Park Board of Fire and Police Commissioners to promote the next eligible police lieutenant, the next eligible police sergeant, and offer employment to the next, eligible probationary police officer.

November 28, 2021

2021 DEC -7 AM 9:45

Ms. Vanessa Moritz, Village Clerk

Village of Forest Park

7824 Madison Street

Forest Park, IL 60130

VILLAGE OF FOREST PARK



Dear Ms. Moritz,

Please find attached the Raffle License Application and supporting documents for a charity raffle to be conducted as part of the Windmills softball program fundraising. The drawing of the winning tickets will take place at 6 PM on January 31, 2022, at the Windmills Indoor Facility in Forest Park.

The Windmills organization requests a waiver of the fidelity bond requirement for obtaining a raffle license. As noted in the attached application, the Windmills organization is a 32-year-old nonprofit organization with a strong history in the community. Our home base has been in Forest Park for 23 years. Our mission is to train local girls to become elite softball players, to teach them the principals of dedication and teamwork, and to encourage them to participate in community service. Our players have played NCAA Division I, II, III, and NAIA collegiate softball and have gone on to play professionally and coach at the highest levels. As stated in the mission, service is an integral part of the Windmills experience. Our players have worked with many area organizations including Sarah's Inn, New Moms, and the Night Ministry.

We are a small, volunteer-run organization. Because we are an all-volunteer program, all proceeds go directly to benefit the players and the teams. We ask for the bond waiver to save the cost of purchasing insurance, so that all the proceeds can be directed to Windmill programs such as scholarships, college exposure, and to offset tournament costs for the teams and families.

We appreciate your assistance in moving our application and this request for the waiver through the Village's process. Thank you for your consideration,

Sincerely,

Vicki M. Tysseling
Raffle Manager

Gail Shelton
Windmills Board Vice President



**RAFFLE LICENSE APPLICATION
IN THE VILLAGE OF FOREST PARK, COOK COUNTY, ILLINOIS**

APPLICATION INFORMATION

Type of Organization:

<input type="checkbox"/> Business	<input type="checkbox"/> Charitable
<input type="checkbox"/> Educational	<input type="checkbox"/> Labor
<input checked="" type="checkbox"/> Nonprofit	<input type="checkbox"/> Veterans
<input type="checkbox"/> Fraternal	<input type="checkbox"/> Religious

Name of Organization: Windmills

Address: Physical: 1401 Circle Ave., Forest Park, IL 60130. Mailing: P.O. Box 1976, Oak Park, IL 60304

Applicant's Name: Windmills, Vicki Tysseling, Raffle Manager

Email Address: [REDACTED]

Phone: [REDACTED]

Length of time organization has been in existence: 32 years

Place and date of organization's charter, if applicable:

Place: Article of Incorporation

Date 1995

Vicky

Items required (no later than 30 days prior to the start of all raffle sales):

- ☐ Application Fee - *Request waiver*
 - Class A if aggregate prize value does not exceed \$500.00 - \$25.00
 - Class B if aggregate prize value is between \$500.00 and \$5,000.00 - \$25.00
 - Class C if aggregate prize value is between \$5,000.00 and \$50,000.00 - \$25.00
 - Class D if aggregate prize value is greater than \$50,000.00 - \$25.00
- ☐ Articles of Incorporation and/or Charter
- ☐ Organization's Raffle Rules
- ☐ Organization's IRS Letter of Determination (if applicable)
- ☐ Fidelity Bond - *Request waiver*

OFFICER INFORMATION

President/Chairperson's Name: Vice President: Gail Shelton

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Secretary's Name (if applicable): Vicki Tysseling

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Treasurer's Name: Bill Hendle

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

Raffle Manager's Name: Vicki Tysseling

Address: [REDACTED]

Telephone #: [REDACTED] Email: [REDACTED]

RAFFLE INFORMATION

☒ Traditional

☐ 50/50

☐ Progressive

Ticket Sales:

Date(s) of Raffle Ticket Sales (must not exceed 365 days): January 9, 2022 to January 23, 2022

Area(s) where Raffle Tickets will be sold: 1401 Circle Ave, Forest Park, IL 60130, Sold by Windmill families

Raffle Ticket Price: \$10

Maximum number of tickets to be sold: 2500

Drawing(s):

Date(s) and time(s) of raffle drawing: January 31, 2022 at 6 PM

Location of raffle drawing(s): 1401 Circle Ave, Forest Park 60130

RAFFLE INFORMATION

For Progressive Raffles, state the day(s) of the week and when winning chances will be determined:

Sunday: _____

Monday: _____

Tuesday: _____

Wednesday: _____

Thursday: _____

Friday: _____

Saturday: _____

List of Prizes and Retail Cost(s):

Prize

Retail Cost

\$1000 1st prize

\$ 1000

2- \$500 2nd prizes

\$ 1000

2- \$250 3rd prizes

\$ 500

donated Cubs tickets to highest seller

\$ 200

donated private lessons for highest seller per team

\$ \$50 x 7: 350

tiered prizes for top sellers: water bottle, cinch bag, lanyard/stickers

\$ 1500 (estimate, TBD post sales)

\$ _____

\$ _____

\$ _____

§ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Total: \$ 4,550

BOND INFORMATION

All operation of and the conduct of raffles shall be under the supervision of a single raffle manager designated by the organization. The raffle manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the organization conditioned upon the raffle manager's honesty in the performance of his duties. Terms of the bond shall provide that notice shall be given in writing to the village not less than thirty (30) days prior to its cancellation. The village clerk or his/her designee(s), may waive this bond requirement by including a waiver provision in the license.

AFFIDAVIT

The undersigned hereby attest that all statements made herein are true and correct to the best of our knowledge. The undersigned further certify that they have read Chapter 3-16 of the Village of Forest Park Code, and that the organization which they represent is qualified and eligible to obtain a raffle license in the Village of Forest Park according to the requirements as set forth in 230 ILCS 15-0.01 et seq. (State of Illinois Raffles Act) and the Village of Forest Park Municipal Code Section 3-16, and further certify that we will abide by all rules and regulations as set forth by the State of Illinois and the Village of Forest Park. Our Audit information will be returned no later than 30 business days from the conclusion of the raffle.

The undersigned also understands and agrees that failure to comply with any of the requirements of the Raffle Ordinance constitutes a violation, and that whoever violates any section of the provisions of this article is guilty of a misdemeanor and may be punished as provided in Section 3-16-13 of the Village of Forest Park Code of Ordinances.

Windmills

Applicant

Gail Shelton

President/Chairman

Vicki Tysseling

Secretary

Vicki Tysseling

Raffle Manager

Subscribed and sworn to me this _____ day of _____, 20_____.

Notary Public

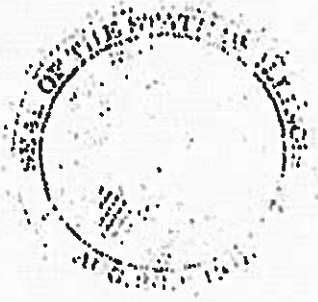
(SEAL)



Whereas, ARTICLES OF INCORPORATION OF
OAK PARK WINDMILLS
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1987.

*Now Therefore, I, George H. Ryan, Secretary of State of the
State of Illinois, by virtue of the powers vested in me by law, do
hereby issue this certificate and attach hereto a copy of the
Application of the aforesaid corporation.*

In Testimony Whereof, *I hereto set my hand and cause to
be affixed the Great Seal of the State of Illinois,
at the City of Springfield, this 11TH
day of MAY A.D. 1994 and
of the Independence of the United States
the two hundred and 18TH.*



George H. Ryan
SECRETARY OF STATE

File Number 5781-160-9

State of Illinois
Office of
The Secretary of State

Whereas, ARTICLES OF AMENDMENT TO THE ARTICLES OF
INCORPORATION OF

OAK PARK WINDMILLS
INCORPORATED UNDER THE LAWS OF THE STATE OF ILLINOIS HAVE BEEN
FILED IN THE OFFICE OF THE SECRETARY OF STATE AS PROVIDED BY THE
GENERAL NOT FOR PROFIT CORPORATION ACT OF ILLINOIS, IN FORCE
JANUARY 1, A.D. 1967.

Now Therefore, I, George H. Ryan, Secretary of State of the State of Illinois, by virtue of the powers vested in me by law, do hereby issue this certificate and attach hereto a copy of the Application of the aforesaid corporation.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, at the City of Springfield, this 14TH day of MARCH A.D. 19 65 and of the Independence of the United States the two hundred and 15TH.



George H. Ryan

Secretary of State

File Number

5781-160-9



To all to whom these Presents Shall Come, Greeting:

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

ATTACHED HERETO IS A TRUE AND CORRECT COPY, CONSISTING OF 6 PAGE(S),
AS TAKEN FROM THE ORIGINAL ON FILE IN THIS OFFICE FOR OAK PARK
WINDMILLS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 24TH
day of MAY A.D. 2013 .

Jesse White

SECRETARY OF STATE

Authentication #: 1314401679

Authenticate at: <http://www.cyberdriveillinois.com>

Internal Revenue Service

Date: July 24, 2006

**OAK PARK WINDMILLS
% THOMAS MONACO**
[REDACTED]
[REDACTED]

**Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201**

Person to Contact:
Kaye Keyes 31-07416
Customer Service Specialist
Toll Free Telephone Number:
877-829-5500
Federal Identification Number:
38-3955141

Dear Sir or Madam:

This is in response to your request of July 24, 2006, regarding your organization's tax-exempt status.

In June 1995 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records indicate that your organization is also classified as a public charity under section 509(a)(2) of the Internal Revenue Code.

Our records indicate that contributions to your organization are deductible under section 170 of the Code, and that you are qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Internal Revenue Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,

Janna K. Skufca

**Janna K. Skufca, Director, TE/GE
Customer Account Services**

RESOLUTION NO. R-_____-21

**A RESOLUTION APPROVING THE EXECUTION
OF A RELEASE AND SETTLEMENT AGREEMENT
Re: *Gomez v. Village of Forest Park*, Case No. 18-CV-910**

WHEREAS, regarding United States District Court for the Northern District of Illinois, Case No. 18-CV-910, *Gomez v. Village of Forest Park, et al.* (“Case”), the Village of Forest Park (the “Village”) is desirous of entering into a Release and Settlement Agreement with respect to the Case.

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

Section 1. The Release and Settlement Agreement, a copy of which is attached hereto as Exhibit “A” and made a part hereof, is hereby approved.

Section 2. 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 Release and Settlement Agreement.

Section 3. This Resolution shall be in full force and effect from its passage and approval.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

Rory E. Hoskins, Mayor

ATTESTED:

Vanessa Moritz, Village Clerk

EXHIBIT “A”

RELEASE AND SETTLEMENT AGREEMENT

MEMORANDUM

To: Village of Forest Park
From: Edelson PC
Re: **National Opioid Settlement**
Date: December 7, 2021

The memorandum below provides an overview of the nationwide opioid settlements that have been reached with the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (the “Distributors”), and opioids manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, “J&J”), to resolve opioids litigation brought by states and local political subdivisions.

The Village of Forest Park has until **January 2, 2022 to affirmatively opt in** to the settlements described below.

I. Settlement Overview

Under the agreement, participating states are expected to split nearly \$26 billion. Illinois is expected to receive approximately 3.3% (or \$800 million) of the settlement proceeds, which will ultimately be used by the state for opioids abatement and dispersed to local subdivisions. Participating states—like Illinois—have the option of either choosing the default allocation model (meaning that any funds from the settlement would be allocated based on the model outlined in the settlements) or adopting a state-specific allocation model.

Illinois has indicated that it is likely to adopt its own, state-specific allocation model for distributing the funds received from the settlement—which will detail how funds are to be split up between the state and participating local subdivisions. **We are still awaiting details from the state on what the distribution model will look like, but expect that an Illinois-specific allocation model will be adopted.** Unfortunately, the allocation model does not have to be agreed upon until after your deadline to decide whether to participate, as described below. If no Illinois-specific allocation model is adopted, a default model set out in the settlement agreement will control. In line with other states allocation models, we expect that an Illinois-specific model will be based off population and the severity of opioid-use. A majority of the funds ultimately allocated to local subdivisions must be used for opioid abatement.

Therefore, at this time, we do not know how funds will be distributed or what allocation percentage the Village of Forest Park will receive.

II. Recommendation and Next Steps

Based on information to date, and regardless of the allocation model that Illinois ultimately uses, we believe that the Village of Forest Park should participate in the settlement. We believe this settlement represents the best solution under the circumstances and considering the risks of pursuing separate litigation against these defendants.

For those political subdivisions that do not participate, Judge Polster has mandated that governmental entities—like the Village of Forest Park—would have to produce a broad swath of financial data and other records to support its claims and damages within an extremely limited timeframe. In addition, Illinois has passed legislation specifically dealing with national opioid settlements like this one and gives the Attorney General the power to intervene in cases to dismiss any opioid claims against defendants subject to multistate settlements like the one proposed here. *See* 735 ILCS 5/13-226, <https://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=102-0085&GA=102>.

Specifically, this means that if the Village of Forest Park elected not participate in the settlement, there is a serious risk that your case could not proceed in litigation, which would leave the Village with nothing. We believe this counsels strongly in favor of accepting the settlement.

As far as next steps, the settlements require that the Village of Forest Park take affirmative steps to “opt in” and participate in the settlements by the **participation deadline: January 2, 2022**. Participation agreements were released on Friday, November 12, 2021 meaning that subdivisions may now officially opt in to the settlements.

Moses Amidei

From: Brad Cole <bcole@iml.org>
Sent: Monday, November 22, 2021 9:46 AM
Subject: IML - Opioid Settlement - Illinois Attorney General

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

DATE: November 22, 2021

**TO: Mayors/Village Presidents/Town Presidents
Managers/Administrators
Clerks/Deputy Clerks**

**FROM: Brad Cole, Executive Director
Illinois Municipal League**

RE: Opioid Settlement – Illinois Attorney General

Recently passed legislation grants considerable authority to the Illinois Attorney General (AG) in national opioid litigation cases. [Public Act \(P.A.\) 102-0085](#) provides that after July 9, 2021, units of local government must obtain the approval of the AG before filing any lawsuit seeking recovery against the settling defendants in national opioid litigation. [P.A. 102-0085](#) also provides that if the AG reaches an allocation agreement with the nine largest counties in Illinois, then the AG has the authority to appear or intervene in any opioid litigation brought by a unit of local government against any opioid defendants that are subject to a national multistate opioid settlement, and release with prejudice any claims that were pending on July 9, 2021. The Act preempts home rule authority.

The Act affects the settlement process in the cases brought by states and local political subdivisions against the three largest pharmaceutical distributors, McKesson, Cardinal Health and AmerisourceBergen (distributors) and one manufacturer, Janssen Pharmaceuticals, Inc., and its parent company, Johnson & Johnson (manufacturer).

In September 2021, the AG sent correspondence to municipalities regarding the distributors and manufacturer settlement agreements. Your municipality should have received this correspondence from the AG. The correspondence includes a unique claim number for your municipality. [A redacted sample of the correspondence is available via this link](#). If your municipality has not received its correspondence, you may request a copy by emailing the AG's office at opioidsettlement@ilag.gov.

The default provisions for distribution of funds in settlement agreements may be altered by a state allocation agreement. The allocation agreement for Illinois is being developed by the AG's office, but has not yet been made available for public review.

The settlement agreements require municipalities to take affirmative steps to "opt in" to the settlements. If you do not "opt in," your municipality will not receive any settlement funds and will not contribute to reaching the participation thresholds that will deliver the maximum amount of settlement funds to the State of Illinois. Despite not having the terms of the state allocation agreement available for review, there appears to be little reason for non-litigating municipalities to delay the decision to "opt-in."

Questions about this issue or the correspondence referenced herein should be emailed to the Illinois Attorney General's Office at opioidsettlement@ilag.gov.

The Illinois Municipal League will provide additional information on this matter as it becomes available. In the interim, please share this information and consult with your retained attorney and consider taking action to “opt-in” prior to the January 2, 2022, deadline. Thanks.

BRAD COLE | Executive Director

ILLINOIS MUNICIPAL LEAGUE

500 East Capitol Avenue | PO Box 5180 | Springfield, Illinois 62705

phone: 217.525.1220 | cell: 618.201.7320 | fax: 217.525.7438

email: bcole@iml.org | personal: brad.cole@hotmail.com | www.iml.org

A RESOLUTION AUTHORIZING THE VILLAGE OF FOREST PARK TO PARTICIPATE IN THE NATIONAL MULTISTATE OPIOID SETTLEMENT AND AUTHORIZING THE EXECUTION OF RELATED SETTLEMENT AGREEMENTS

WHEREAS, the State of Illinois has elected to join the two proposed national multistate opioid settlement agreements that have been reached, in order to resolve all opioid litigation claims brought by states and local political subdivisions against three pharmaceutical distributors (“Distributors”) and one manufacturer (“Janssen”), (collectively, the “Settlement Agreements”); and

WHEREAS, the Illinois General Assembly has enacted Public Act 102-0085, which precludes any unit of local government, on or after July 9, 2021, from filing or becoming a party to any opioid litigation against an opioid defendant that is subject to a national multistate opioid settlement, unless approved by the Attorney General; and

WHEREAS, the Village of Forest Park (“Village”), as a unit of local government of the State of Illinois, is authorized to participate in the Settlement Agreements; and

WHEREAS, the corporate authorities of the Village find it advisable, necessary and in the best interest of the public that the Village opt-in as a participant in the Settlement Agreements.

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

Section 1. The corporate authorities of the Village hereby elect to opt-in to the National Multistate Opioid Settlement Agreements, which shall include the proposed settlement agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (the “Janssen Settlement”) and the proposed settlement agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (the “Distributors Settlement”).

Section 2. The corporate authorities of the Village hereby authorize the Village Administrator to execute the Janssen Settlement Participation Form, a copy of which is attached hereto as Exhibit “A” and made a part hereof, on behalf of the Village, in order participate in the Janssen Settlement.

Section 3. The corporate authorities of the Village hereby authorize the Village Administrator to execute the Distributors Settlement Participation Form, a copy of which is

attached hereto as Exhibit “B” and made a part hereof, on behalf of the Village, in order to participate in the Distributors Settlement.

Section 4. The corporate authorities of the Village hereby authorize the Village Administrator to execute any agreements, memoranda or other documents and take any other action necessary to effectuate the Village’s participation in the Settlement Agreements.

Section 5. This Resolution shall be in full force and effect upon its adoption, as provided by law.

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 13th day of December, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by me this 13th day of December, 2021.

Rory E. Hoskins, Mayor

ATTESTED and filed in my office,
and published in pamphlet form
This ____ day of December, 2021.

Vanessa Moritz, Village Clerk

EXHIBIT “A”

Janssen Settlement Participation Form

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Forest Park village	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT “B”

Distributors Settlement Participation Form

PARTICIPATION INSTRUCTIONS

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form including a release of claims. The Participation Form in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. If you have questions, please contact your counsel (if you have counsel on opioids matters) or the Illinois Attorney General’s Office at opioidsettlement@ilag.gov.

Settlement Participation Form

Governmental Entity: Forest Park village	State: IL
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____

RESOLUTION NO. R-57-18

**A RESOLUTION AUTHORIZING THE EXECUTION OF A LEGAL SERVICES
RETENTION AGREEMENT WITH EDELSON, PC TO REPRESENT THE
VILLAGE OF FOREST PARK WITH RESPECT TO OPIOID LITIGATION MATTERS**

WHEREAS, Edelson, PC ("Edelson") has submitted a proposed retention agreement to the Village of Forest Park (the "Village") to represent the Village with respect to opioid litigation matters.

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

Section 1. It is advisable, necessary and in the public interest that the Village enter into the proposed retention agreement with Edelson, a copy of which proposal is attached hereto marked as Exhibit "A" and made a part hereof (the "Retention Agreement"), on a contingent fee basis, to represent the Village with respect to opioid litigation matters.


Section 2. The corporate authorities of the Village hereby accept the Retention Agreement, and the Mayor is hereby authorized and directed to execute, on behalf of the Village, the Retention Agreement, on a contingent fee basis.

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

ADOPTED by the Council of the Village of Forest Park, Cook County, Illinois this 24th day of September, 2018.

AYES: 4
NAYS: 0
ABSENT: 1

APPROVED by me this 24th day of September, 2018.



Anthony T. Calderone, Mayor

ATTESTED and filed in my office,
And published in pamphlet form
This 24th day of September, 2018.



Vanessa Moritz, Village Clerk

EXHIBIT "A"

RETENTION AGREEMENT WITH EDELSON, PC

Edelson PC

350 North LaSalle Street, 14th Floor, Chicago, Illinois 60654
t 312.589.6370 | f 312.589.6378 | www.edelson.com

September 18, 2018

VIA ELECTRONIC MAIL

Mayor Anthony Calderone
VILLAGE OF FOREST PARK
517 Desplaines Avenue
Forest Park, Illinois 60130

Re: Proposed Retention Agreement

Dear Mayor Calderone:

On behalf of Edelson PC ("EPC") and Hubert E. Hermanek Jr. & Associates ("HHA"), thank you for considering our firms to represent the Village of Forest Park ("Village") with respect to its recovery efforts against the opioid manufacturers, distributors, and other related parties through litigation (the "Opioid Matter"). This letter details the scope of our representation of the Village, as well as the method of compensation for such representation. By signing this proposed retention agreement, you will have retained the law firms of Edelson PC and Hubert E. Hermanek Jr. & Associates, as well as such attorneys as may work with us to represent you in this matter.

1. **Client; Scope of Representation**

EPC will represent the Village in its investigation into, and the potential litigation of, the Opioid Matter. The representation shall also include, as needed, providing advice to the Village, Village Board and other Village governmental entities with respect to such investigation and litigation.

2. **Opinions**

Any beliefs or opinions that we express about the Village's claims, various courses of action, or anticipated results are only our best professional estimates. They are necessarily limited by our knowledge of the relevant facts at the time the opinions are expressed and the law then in effect. Nothing in EPC's engagement with the Village should be construed as a promise or guarantee of any particular outcome.

3. **Compensation**

If we do file suit on behalf of the Village, we will represent you on a contingent fee basis. The Village shall have no obligation to pay EPC attorneys' fees or expenses unless the Village achieves a recovery, settlement, and/or judgment in the Opioid Matter. In the event that the Village achieves a recovery, settlement, or judgment in the Opioid Matter, the Village agrees that Edelson PC will be entitled to recover attorneys' fees according to the following schedule:

- 23% of the net recovery if the matter is resolved pre-complaint.
- 28% of the net recovery if the matter is resolved after the complaint is filed but before summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).
- 32% of the net recovery if the matter is resolved after summary judgment briefing is completed in either the Village's lawsuit or in any related consolidated proceeding (e.g., federal MDL).

These calculations shall apply if the Village achieves any recovery, settlement, and/or judgment in the Opioid Matter in any form of proceeding or process. It is also understood that for its role, HHA will receive as reasonable attorney fees an amount equal to thirty percent (30%) out of (and not in addition to) the net attorneys' fees recovered by EPC on account of the Village's claims. You also agree, that to the extent there is a recovery, that you will reimburse EPC all reasonable costs.¹ If the Village does not achieve any recovery, the Village will not be responsible for any costs or attorneys' fees. In no event will EPC's attorneys' fees and costs exceed any total recovery by the Village in this action.

4. Staffing

Although EPC reserves the right to staff all matters as we see fit, we intend to assign at least the following attorneys to this matter: Jay Edelson, Eve-Lynn Rapp, Rafey Balabanian, Benjamin Richman, Ari Scharg, David Mindell, and Alfred K. Murray II. Additionally, from HHA, Hugh Hermanek will participate. You understand that we may determine to associate with other attorneys to more efficiently and effectively represent the Village in this matter and that we may share a percentage of any attorneys' fees awarded and/or costs and expenses reimbursed with such attorneys. Prior to doing so, we will inform the Village of the same.

5. Confidentiality and Evidence Preservation

Should litigation in this matter ensue, the Village understands that it may have to produce evidence to support its claims. We understand that the Village may object to the opposing party's unchecked access to its information. We will vigorously oppose the production of any irrelevant information and seek protective orders that limit any defendant's access to any evidence that contains confidential information (including attorney-client communications). All information, documents, records, reports, data or other materials furnished by the Village to EPC or other such information, documents, records, data or other materials to which EPC has access during the course of rendering services pursuant to this

¹ The costs shall include, without limitation: client expenses, travel costs, court costs, fees and expenses of consulting and testifying experts, court reporters, videographers, deposition and transcription costs, external document reproduction, coding and organization services, meeting expenses, travel expenses of experts, investigative services, jury consultants, costs of photography, exhibits, and graphic design or other media used to present or illuminate evidence or argument. EPC will seek the Village's prior approval for any costs that exceed five thousand US dollars (\$5,000). Finally, we do not charge clients for in-house copying, long distance telephone calls, or in-service Westlaw/LEXIS charges.

retention agreement that are deemed confidential shall be treated as such and shall remain the property of the Village. EPC shall not make oral or written disclosure of any confidential information (other than as necessary for its performance under this retention agreement) without the prior written approval of the Village.

Please be reminded that in order to protect the confidentiality of both the Village's communications with us and our advice to the Village under the attorney-client privilege, it is important that the Village not divulge sensitive information to anyone who is not within the protection of the privilege.

Please also understand that the Village has an obligation to preserve evidence, including electronic evidence such as its electronic communications with third parties. The Village must preserve evidence that common sense would dictate is relevant to the claims and defenses in question. We should communicate prior to the Village destroying or disposing of any evidence that might be relevant to the matter. The Village should also suspend any routine document destruction policies that it has in place and refrain from implementing new document destruction policies while the matter is ongoing.

6. Term of Engagement

EPC will endeavor to represent the Village promptly and efficiently, and we anticipate a mutually satisfactory relationship. The Village, however, has the right to terminate EPC's services upon written notice at any time. EPC also has the right to terminate its services upon written notice, if it discovers that the Village has misrepresented or failed to disclose material facts to us, if it fails to cooperate with a reasonable request, or in the event EPC determines, in its sole discretion, that continuing services on behalf of the Village would create a conflict of interest or be illegal, unethical, impractical, improper or otherwise inappropriate. Following such termination, any otherwise non-public information the Village has supplied to EPC that is retained by us will be kept confidential in accordance with applicable rules of professional responsibility or returned to the Village as the parties hereto may agree in writing.

7. Conflict

EPC may represent other governmental entities (which could include municipalities, counties, and states) and private parties (which could include unions and self-insured companies) in opioid related litigation. While each matter will be brought as a separate suit or through separate claims, EPC will be seeking the maximum amount for each client from a finite pool of money. In the event of global or aggregate settlement discussions, you will be informed of all material terms of any such settlement, including what other EPC clients will receive if the settlement is accepted. In the unlikely event that any actual or potential conflicts do later emerge about the division of such monies or other conflicts, EPC will, at its own cost, bring in independent attorneys to represent each parties' interests.

8. Binding Nature of Agreement; Choice of Law; Lien and Termination

Edelson PC

This retention agreement is meant to bind and benefit the heirs and successors of each of the parties to this agreement.

This retention agreement shall be construed in accordance with the laws of the state of Illinois, without regard to rules governing conflicts of law.

The Village hereby grants EPC a lien on any claims, causes of action, or recovery that it obtains, whether through settlement, judgment or otherwise, relating to the Opioid Matter. In the event that either party terminates this retention agreement, EPC will be entitled to enforce the lien against any net recovery ultimately obtained by the Village related to the Opioid Matter, according to the following schedule:

- A lien on 10% of the net recovery vests upon execution of this agreement.
- An additional 5% vests upon the filing of the complaint.
- An additional 5% vests upon the completion of pleadings motions in this suit or in any related consolidated proceeding.
- An additional 5% percent vests upon the completion of summary judgment briefing in this suit or in any related consolidated proceeding.

If you have any questions about the terms of this retention agreement, please do not hesitate to contact me. We look forward to working with you on this matter.

Sincerely,

EDELSON PC

Alfred K. Murray II

Agreed to by:

Village of Forest Park

By (signature)

Name (printed):

Its (title):

Dated:

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

9934784

VILLAGE OF ADDISON, VILLAGE OF
BENSENVILLE, VILLAGE OF BOLINGBROOK,
VILLAGE OF FOREST PARK, VILLAGE OF
FRANKLIN PARK, VILLAGE OF HARWOOD
HEIGHTS, CITY OF KANKAKEE, VILLAGE OF
LA GRANGE PARK, VILLAGE OF MCCOOK,
VILLAGE OF OAK PARK, VILLAGE OF
RIVERSIDE, VILLAGE OF SCHILLER PARK,
CITY OF STREATOR,

Plaintiffs,

v.

CEPHALON, INC., TEVA PHARMACEUTICAL
INDUSTRIES, LTD., TEVA PHARMACEUTICALS
USA, INC., ENDO INTERNATIONAL PLC,
JANSSEN PHARMACEUTICALS, INC., JOHNSON
& JOHNSON, INC., ORTHO-MCNEIL-JANSSEN
PHARMACEUTICALS, INC., JANSSEN
PHARMACEUTICALS, INC., NORMACO, INC., ENDO
HEALTH SOLUTIONS, INC., ENDO
PHARMACEUTICALS, INC., ALLERGAN PLC,
ACTAVIS PLC, WATSON PHARMACEUTICALS,
INC., WATSON
LABORATORIES, INC., ACTAVIS PHARMA,
INC., ACTAVIS LLC, MALLINCKRODT PLC,
MALLINCKRODT LLC, AMERISOURCEBERGEN
CORPORATION, CARDINAL HEALTH, INC.,
MCKESSON CORPORATION, PAUL MADISON,
WILLIAM MCMAHON, and JOSEPH GIACCHINO,

Defendants.

Case No. 2020CH05181

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiffs, Village of Addison, Village of Bensenville, Village of Bolingbrook, Village of
Forest Park, Village of Franklin Park, Village of Harwood Heights, City of Kankakee, Village of
La Grange Park, Village of McCook, Village of Oak Park, Village of Riverside, Village of

Schiller Park, and City of Streator (collectively, “Plaintiffs”) bring this Complaint and Demand for Jury Trial to obtain redress in the form of monetary and injunctive relief from the Defendants named herein for their role in the opioid epidemic that has caused widespread harm and injuries to Plaintiffs’ communities. Plaintiffs, for their Complaint, allege as follows upon personal knowledge as to themselves and their own acts and experiences, and, as to all other matters, upon information and belief, including investigation conducted by their attorneys.

NATURE OF THE ACTION

1. Prescription opioids are devastating communities across the country and in the State of Illinois. Since 1999, there have been more than 351,000 reported opioid-related deaths nationwide—more than six times the number of U.S. soldiers who died in the Vietnam War. Today, an American dies from an opioid overdose every 19 minutes and more than 60% of all drug overdose deaths in the United States involve an opioid.

2. In addition to the tragic loss of life and the heartbreaking impact on children and loved ones, some estimates state that the opioid crisis is costing governmental entities and private companies as much as \$500 billion per year.

3. This epidemic and its consequences could and should have been avoided. However, Defendants—opioid manufacturers, wholesale distributors, and local prescribers—intentionally and negligently created conditions that allowed vast quantities of opioids to flow freely to patients in Plaintiffs’ communities who should have never obtained them. Instead of truthfully and safely marketing their products, Defendants blindly stoked the engine of opioid prescribing to obtain untold profits from their sales.

4. The crux of Defendants’ deceptive conduct involved a years’-long campaign to misrepresent the risks of, and shift public opinion on, the use of prescription opioids to treat

chronic non-cancer pain. Defendant manufacturers purposefully and aggressively marketed opioid products for unapproved uses, buried unfavorable research, and employed a network of phony front groups, opinion leaders, and sales representatives to expand the market for opioids and obtain massive profits.

5. Further down the supply chain, distributors are supposed to serve as a check on the diversion and misuse of prescription opioids, in part by implementing appropriate monitoring systems to identify “red flags” in opioid ordering. But Defendant distributors utterly failed in this duty, failing to implement basic controls to prevent opioid diversion that subsequently (and predictably) became widespread in Plaintiffs’ communities. Instead of serving as gatekeepers, Defendant opioid distributors pursued blockbuster profits by throwing open the gates and looking the other way, as millions upon millions of doses of prescription opioids flooded into cities, towns, and villages throughout Illinois.

6. At the end of the opioid supply chain, Defendants Paul Madison, William McMahon, and Joseph Giacchino were working around the clock to prescribe opioids to anyone who came through the door of their clinic in Riverside, Illinois—whether or not they had a valid need for them, were from out-of-state, or presented any number of patently suspicious traits. The pill mill they operated distributed thousands upon thousands of opioid prescriptions to countless residents of Plaintiffs’ communities, completing a chain of indifferent profiteering that has marked the acts—and omissions—of all Defendants’ conduct in making, distributing, and selling prescription opioids.

7. Defendants’ indifference has taken a dramatic toll on Plaintiffs’ communities. Drug abuse, addiction, overdose, and crime caused by Defendant’s illicit activities have imposed, and will continue to impose, tremendous social and economic costs on Plaintiffs. Plaintiffs have

spent significant taxpayer money to combat opioid abuse and addiction, including substantial excess expenditures on law enforcement, criminal justice services, and emergency medical services, as well as significant costs to its employee health insurance program due to paying for opioids that should have never been prescribed.

8. These injuries were a direct and foreseeable consequence of Defendants' grossly deceptive practices and unwillingness to regulate the distribution of prescription opioids. Because Defendants injured Plaintiffs and their residents through these acts and omissions, they are liable to them for creating a public nuisance, negligence, fraudulent misrepresentation, insurance fraud, consumer fraud, and unjust enrichment.

JURISDICTION AND VENUE

9. Pursuant to the Illinois Constitution art. VI § 9, this Court has subject matter jurisdiction over Plaintiffs' claims.

10. This Court has jurisdiction over each Defendant pursuant to 735 ILCS 5/2-209 because they have conducted business transactions in Illinois, committed tortious acts in Illinois, and transacted substantial business in Illinois which has caused harm in Illinois.

11. Venue is proper in Cook County because Defendants have conducted business transactions in Cook County and the causes of action arose, in substantial part, in Cook County.

PARTIES

12. As used throughout this Complaint unless otherwise provided, the phrase "relevant time period" is defined as beginning on January 1, 1997 and ending on the date of the filing of this Complaint.

Plaintiffs

13. Plaintiff Village of Addison is a municipal corporation existing under the laws of

the State of Illinois and located in the County of DuPage.

14. Plaintiff Village of Bensenville is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook and the County of DuPage

15. Plaintiff Village of Bolingbrook is a municipal corporation existing under the laws of the State of Illinois and located in the County of DuPage and the County of Will.

16. Plaintiff Village of Forest Park is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

17. Plaintiff Village of Franklin Park is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

18. Plaintiff Village of Harwood Heights is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

19. Plaintiff City of Kankakee is a municipal corporation existing under the laws of the State of Illinois and located in the County of Kankakee.

20. Plaintiff Village of La Grange Park is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

21. Plaintiff Village of McCook is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

22. Plaintiff Village of Oak Park is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

23. Plaintiff Village of Riverside is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

24. Plaintiff Village of Schiller Park is a municipal corporation existing under the laws of the State of Illinois and located in the County of Cook.

25. Plaintiff City of Streator is a municipal corporation existing under the laws of the State of Illinois and located in the County of LaSalle and the County of Livingston.

Manufacturer Defendants

26. Cephalon, Inc. (“Cephalon”) is a Delaware corporation with its principal place of business in Frazer, Pennsylvania. Teva Pharmaceutical Industries, Ltd. (“Teva Ltd.”) is an Israeli corporation with its principal place of business is Petah Tikva, Israel. Teva Pharmaceuticals USA, Inc. (“Teva USA”) is a Delaware corporation and wholly owned subsidiary of Teva Ltd. in Pennsylvania. Teva Ltd. and Teva USA acquired Cephalon in 2011. Upon information and belief, Teva Ltd. directs the business practices of Cephalon and Teva USA, and their profits inure to the benefit of Teva Ltd. as controlling shareholder.

27. These three entities—Teva Ltd., Teva USA, and Cephalon—are referred to as “Cephalon” herein, unless otherwise specified.

28. Janssen Pharmaceuticals, Inc. (“Janssen”) is a Pennsylvania corporation with its principal place of business in Titusville, New Jersey, and is a wholly owned subsidiary of Johnson & Johnson, Inc. (“Johnson & Johnson”), a New Jersey corporation with its principal place of business in New Brunswick, New Jersey. Johnson & Johnson is the only company that owns over 10 percent of Janssen’s stock, the company and corresponds with the Food and Drug Administration (“FDA”) regarding Janssen’s products. Upon information and belief, Johnson & Johnson controls the sale and development of Janssen’s drugs, and Janssen’s profits inure to Johnson & Johnson’s benefit. Noramco, Inc. (“Noramco”) is a Delaware company headquartered in Wilmington, Delaware, and was a wholly owned subsidiary of Johnson & Johnson until July 2016. Ortho-McNeil-Janssen Pharmaceuticals, Inc. (“Ortho-McNeil-Janssen”) and Janssen Pharmaceutica, Inc., (“Jansen Pharmaceutica”) are both Pennsylvania corporations with their

principal places of business in Titusville, New Jersey. Both are now known as Janssen Pharmaceuticals, Inc.

29. These entities—Janssen, Johnson & Johnson, Normaco, Ortho-McNeil-Janssen, and Janssen Pharmaceutica—are referred to herein as “Janssen” unless otherwise specified.

30. Endo Health Solutions, Inc. (“Endo Health Solutions”) is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. Endo Pharmaceuticals, Inc. (“Endo Pharmaceuticals”) is a wholly owned subsidiary of Endo Health Solutions and is a Delaware corporation with its principal place of business in Malvern, Pennsylvania. These entities are referred to as “Endo” herein, unless otherwise specified.

31. Allergan PLC (“Allergan”) is a public limited company incorporated in Ireland with its principal place of business in Dublin, Ireland. Actavis PLC (“Actavis”) acquired Allergan in March 2015. Before that, Watson Pharmaceuticals, Inc. (“Watson Pharmaceuticals”) acquired Actavis in October 2012. Watson Laboratories, Inc. (“Watson Labs”) is a Nevada corporation with its principal place of business in Corona, California, and is a wholly owned subsidiary of Allergan. Actavis Pharma, Inc. (“Actavis Pharma”) is a Delaware corporation with its principal place of business in New Jersey, and was formerly known as Watson Pharma, Inc. Actavis LLC is a Delaware limited liability company with its principal place of business in Parsippany, New Jersey.

32. Allergan owns each of these Defendants and uses them to market and sell its drugs in the United States. Upon information and belief, Allergan exercises control over these marketing and sales efforts, and profits from the sale of Allergan and Actavis products ultimately inure to its benefit. As such, Allergan, Actavis, Watson Pharmaceuticals, Watson Labs, Actavis Pharma, and Actavis LLC are referred to herein as “Actavis” unless otherwise specified.

33. Mallinckrodt, PLC is an Irish public limited company headquartered in Staines-upon-Thames, United Kingdom, with a U.S. headquarters in St. Louis, Missouri. Mallinckrodt, LLC is a limited liability company organized and existing under the laws of Delaware. Mallinckrodt, LLC is a wholly owned subsidiary of Mallinckrodt, PLC. These entities are referred to herein as “Mallinckrodt” unless otherwise specified.

34. Collectively, Cephalon, Endo, Janssen, Actavis, and Mallinckrodt are referred to as “Manufacturer Defendants” herein when describing the activities of these parties together, and as “Defendants” when describing them along with the other Defendants in this action.

Distributor Defendants

35. AmerisourceBergen Corporation (“AmerisourceBergen”) is a Delaware corporation with its principal place of business located in Chesterbrook, Pennsylvania. AmerisourceBergen operates a distribution center in Romeoville, Illinois.

36. Cardinal Health, Inc. (“Cardinal Health”) is an Ohio corporation with its principal office location in Dublin, Ohio. Cardinal Health operates distribution centers in Aurora and Waukegan, Illinois.

37. McKesson Corporation (“McKesson”) is a Delaware corporation with its principal place of business in San Francisco, California. McKesson operates distribution centers in Aurora, Illinois.

38. Collectively, AmerisourceBergen, Cardinal Health, and McKesson collect about 85 percent of the revenues for prescription drugs distribution in the United States.

39. AmerisourceBergen, Cardinal Health, and McKesson are referred to herein as “Distributor Defendants” when describing the activities of the three parties together, and as “Defendants” when describing them along with the other Defendants in this action.

Prescriber Defendants

40. Defendants Paul Madison, William McMahon, and Joseph Giacchino (collectively, “Prescriber Defendants”) are natural persons and residents of Illinois. Prescriber Defendants operated and worked at the now-defunct medical clinic, Melrose Park Clinic, Ltd., a/k/a Riverside Pain Management, at 28 E. Burlington Street in Riverside, Illinois, from January 2013 until March 10, 2017. With Giacchino’s administrative and managerial assistance, McMahon and Madison wrote opioid prescriptions for the clinic’s patients during the entire time of its operation.

41. Prior to this, Giacchino operated and wrote opioid prescriptions at the Melrose Park Clinic at 1252 Winston Plaza in Melrose Park, Illinois, from June 11, 1985, until the revocation of Giacchino’s medical license in 2011.

42. As of today, all three Prescriber Defendants are unlicensed to practice medicine. Defendant Giacchino’s medical license was permanently revoked by the Illinois Department of Financial and Professional Regulation in 2011, in relation to his overprescribing of opioids, among other charges. *See Giacchino v. Ill. Dep’t of Fin. & Prof’l Regulation, et al.*, 2013 IL App (1st) 122694-U, ¶ 74. Defendant McMahon’s medical license was permanently revoked in November 2016 by the Illinois Department of Financial and Professional Regulation, in relation to his overprescribing of opioids. Defendant Madison’s medical license was suspended by the Illinois Department of Financial and Professional Regulation in November 2016, in relation to his overprescribing of opioids.

FACTUAL ALLEGATIONS

I. Prescription Opioids Are Dangerous Narcotics With No Demonstrated Use For Treating Chronic Non-Cancer Pain, And Are At The Center Of An Epidemic.

43. To explain the nature of Defendants' illegal conduct, it is first necessary to explain how prescription opioids work—and don't—in order to understand how they sparked an ongoing epidemic of addiction in Plaintiffs' communities and nationwide.

A. Background on Prescription Opioids.

44. The term opioid means “opium-like,” and includes all drugs derived in whole or in part from the opium poppy.

45. In the medical field, opioids are a class of drugs and analgesic (*i.e.*, pain-relieving) agents that include pain relief drugs obtainable by prescription, such as oxycodone, hydrocodone, codeine, morphine, and fentanyl, as well as the illegal drug heroin. Upon ingestion, opioids attach to specific proteins called “opioid receptors,” which are distributed throughout the body's central nervous system. When activated, these receptors produce analgesic effects and a sense of euphoria in the user.¹

46. Opioid users develop a tolerance for the drug. As a 2002 paper describes, “[r]epeated exposure to escalating dosages of opioids alters the brain so that it functions more or less normally when the drugs are present and abnormally when they are not.”² As time goes by, the opioid user needs more and more opioids to feel “normal,” produce pleasure comparable to prior opioid uses, and to avoid any negative symptoms of withdrawal.³ However, opioid

¹ See Hasan Pathan & John Williams, *Basic Opioid Pharmacology: An Update*, 6 British J. of Pain 11 (2012).

² Thomas R. Kosten & Tony P. George, *The Neurobiology of Opioid Dependence: Implications for Treatment*, 1 Sci. & Practice Perspectives 14 (July 2002), available at <http://bit.ly/2DwcTP1>.

³ *Id.*

tolerance may begin to develop after a single dose, particularly with regard to the drug's analgesic and euphoric effects.⁴

47. This vicious cycle, if not checked, results in addiction: “opioids not only directly activate these brain analgesia and reward regions but also concurrently mediate a learned association between receipt of the drug and the physiological and perceptual effects of the drug—a type of Pavlovian conditioning.”⁵

48. Thus, opioid use can readily lead to addiction, misuse, dependence, and abuse—and indeed, it has, with the United States' present opioid epidemic being described by some as “the worst drug crisis in American history.”⁶ For instance, opioid users may also seek to increase their dosage and maintain their euphoric high by snorting or injecting crushed opiate pills and tampering with extended release tablets.⁷ They may also transition to cheaper black market opioids such as heroin—according to the National Institute on Drug Abuse, nearly 80 percent of heroin users report misusing prescription opioids before turning to the cheaper, more-powerful drug.⁸ The Centers for Disease Control (“CDC”) has also noted that addiction to prescription

⁴ Nora D. Volkow & A. Thomas McLellan, Opioid Abuse in Chronic Pain – Misconception and Mitigation Strategies, 374 N. Eng. J. Med. 1253 (2016); Jessica Wapner, *CDC Study Finds Opioid Dependency Begins Within a Few Days of Initial Use*, Newsweek (Mar. 22, 2017), <http://www.newsweek.com/cdc-opiate-addiction-572498>.

⁵ Nora D. Volkow & A. Thomas McLellan, Opioid Abuse in Chronic Pain – Misconception and Mitigation Strategies, 374 N. Eng. J. Med. 1253 (2016).

⁶ *Id.*; Dan Nolan, *How Bad is the Opioid Epidemic?*, Frontline (Feb. 23, 2016), <https://www.pbs.org/wgbh/frontline/article/how-bad-is-the-opioid-epidemic/>.

⁷ Wilson M. Compton, *Relationship Between Nonmedical Prescription-Opioid Use and Heroin*, 374 N. Eng. J. Med. 154 (2016);

⁸ Nat. Institute on Drug Abuse, *DrugFacts: What is Heroin?* (last revised Jan. 2018), <https://www.drugabuse.gov/publications/drugfacts/heroin#ref>; see also Pradip K. Muhuri, et al., *Associations of Nonmedical Pain Reliever Use and Initiation of Heroin Use in the United States*, Ctr. for Behavior Health Stats. & Quality Data Rev. (Aug. 2013), <http://bit.ly/2G7PFfH>.

pain medication is the strongest risk factor leading to heroin addiction, with those addicted to opioid pills being 40 times more likely to become addicted to heroin.⁹

49. In 2015, over two million people in the United States had a substance abuse disorder involving prescription opioids.¹⁰

50. A narcotic is a potential analgesic drug used to treat several episodes of pain. Narcotic drugs, such as opioids, work on pain receptors in the brain to relieve pain, but do not decrease inflammation.

51. Because of their potent analgesic and euphoric effects, along with its high potential for addiction (particularly when used for extended periods), prescription opioids like oxycodone and hydrocodone have been classified as Schedule II narcotics under the federal Controlled Substances Act. 21 C.F.R. § 1308.12. Schedule II is a category that includes substances like methamphetamine and cocaine. Illinois also classifies hydrocodone and related opiates as Schedule II drugs under the Illinois Controlled Substances Act. 720 ILCS 570/206(b)(1).

52. Opioids have a demonstrated, scientifically-proven use in treating “breakthrough” acute cancer-related pain, and have been prescribed for years to treat such pain. “Breakthrough” pain refers to pain that “breaks through” the relief provided by an existing regimen of pain relievers.

⁹ See Ctrs. for Disease Control and Prevention, *Today’s Heroin Epidemic*, <https://www.cdc.gov/vitalsigns/heroin/index.html> (last updated July 7, 2015); see also Wilson M. Compton, *Relationship Between Nonmedical Prescription-Opioid Use and Heroin*, 374 N. Eng. J. Med. 154 (2016).

¹⁰ Am. Soc. Of Addiction Med., *Opioid Addiction Facts and Figures 1* (last visited Jan. 24, 2018), <https://www.asam.org/docs/default-source/advocacy/opioid-addiction-disease-facts-figures.pdf>.

53. While opioids have also been prescribed for years to treat breakthrough chronic non-cancer pain, the efficacy of long-term opioid use for such ailments has never been reliably demonstrated through sufficient evidence or high-quality scientific research.¹¹ There have been few randomized controlled trials regarding opioid efficacy for non-cancer pain and even fewer double-blind studies.

54. Critically, while short-term use of opioids for “breakthrough” pain became part of the medical consensus, no studies have found that long-term opioid use is beneficial.¹²

55. As a 2006 Canadian meta-analysis found, a majority of studies of opioid use related to chronic non-cancer pain were funded by the pharmaceutical industry itself, and *none* had found concrete evidence of opioids improving functioning over non-opioid analgesics. Instead, the Canadian analysis concluded, “for functional outcomes the other analgesics were significantly more effective than were opioids.”¹³

¹¹ Hasan Pathan & John Williams, *Basic Opioid Pharmacology: An Update*, 6 British J. of Pain 11, 15 (2012). Opioids’ use as a predictable, effective source of short-term pain relief has even been called into question. A 2004 meta-analysis of literature published between 1996 and 2003 on opioids and pain relief found that, in patients taking doses for periods of up to eight weeks, opioid use only reduced reported pain by 2 points on a “1 to 10” pain scale, or a 30 percent reduction of pain compared to patients taking placebos. For some conditions, opioids provided either an insignificant reduction in pain over a placebo or failed to provide at least a 30% reduction in pain. Thus, Dr. Andrea Rubinstein, MD, concludes that even short-term opioid efficacy is a “far cry from the ‘complete relief’ expected by many patients.” See Andrea Rubinstein, *Are We Making Pain Patients Worse?*, Sonoma Mag. (Fall 2009), <http://www.nbcms.org/about-us/sonoma-county-medical-association/magazine/sonoma-medicine-are-we-making-pain-patients-worse.aspx?pageid=144&tabid=747>; see also Eija Kalso, et al., *Opioids in Chronic Non-Cancer Pain: Systemic Review of Efficacy and Safety*, 21 PAIN 372 (2004).

¹² See Andrea Rubinstein, *Are We Making Pain Patients Worse?*, Sonoma Mag. (Fall 2009), <http://www.nbcms.org/about-us/sonoma-county-medical-association/magazine/sonoma-medicine-are-we-making-pain-patients-worse.aspx?pageid=144&tabid=747>.

¹³ Andrea D. Furlan, et al., *Opioids for Chronic Noncancer Pain: A Meta-analysis of Effectiveness and Side Effects*, 174 Canadian Med. Ass’n J. 1589 (2006).

56. A 2006 Danish study had even blunter findings, stating that “it is remarkable that opioid treatment of chronic non-cancer pain does not seem to fulfill any of the key outcome goals: pain relief, improved quality of life, and improved functional capacity.”¹⁴

57. The FDA essentially reiterated this point in a 2013 letter, stating that it was unaware “of [any] adequate and well-controlled studies of opioid use longer than 12-weeks.”¹⁵

58. The CDC has come to the same conclusion. In 2016, the CDC published a Guideline for Prescribing Opioids for Chronic Pain following a “systematic review of the best available evidence” by a panel of experts free from conflicts of interest. The CDC found no long-term studies of opioid use effectiveness for chronic pain, function, or patient quality of life.¹⁶

59. One thing is certain about opioids, however: “prescribing opioids for their analgesic effects will typically require increasingly higher doses in order to maintain the initial level of analgesia—up to 10 times the original dose.”¹⁷

60. Despite this, “opioids are ... frequently prescribed within the [medical] community, where codeine, oxycodone and buprenorphine are commonly used for chronic pain”

¹⁴ Jorgen Eriksen, et al., *Critical Issues on Opioids in Chronic Non-Cancer Pain: An Epidemiological Study*, 125 Pain 172, 176–77 (2006) (emphasis added).

¹⁵ Letter from Janet Woodcock, M.D., Director, Ctr. For Drug Evaluation & Research, to Andrew Kolodny, M.D., President, Physicians for Responsible Opioid Prescribing (Sept. 10, 2013), available at <http://bit.ly/2F430US>.

¹⁶ Deborah Dowell, et al, *CDC Guideline for Prescribing Opioids for Chronic Pain – United States 2016*, Ctrs. for Disease Control (Mar. 18, 2016) <https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm>.

¹⁷ Nora D. Volkow & A. Thomas McLellan, Opioid Abuse in Chronic Pain – Misconception and Mitigation Strategies, 374 N. Eng. J. Med. 1253 (2016); see also Chante Buntin-Mushock, et al., *Age-Dependent Opioid Escalation in Chronic Pain Patients*, 100 Anesthesia & Analgesia 1740 (2005) (noting observation of “[r]apid opioid dose escalation” in daily opioid therapy patients in a study assessing the relationship between age and opioid tolerance).

treatment.¹⁸ How opioids came to be widely prescribed for long-term use—without scientific proof that they even worked for that purpose—is the focus of this lawsuit.

61. The risks of opioid treatment for chronic pain are high, as patients who receive increasing doses of opioids for the treatment of chronic non-cancer pain have as much as a nine times higher chance of overdose.¹⁹ Indeed, studies on opioid use have demonstrated a correlation between high opioid dosage and poor physical function, as well as worsened overall general health.²⁰ Another study confirmed that patients using opioids for chronic pain scored lower than non-opioid users across multiple criteria such as physical function, social function, vitality, and pain.²¹

62. Opioid use also delays injury recovery and increases the risk of permanent disability. In a study of Workers' Compensation claims for lower back pain, increasing a patient's opioid dosage was found to correlate with an increasing risk of disability compared to non-opioid users.²² Another study showed that prescribing opioids within six weeks of an injury

¹⁸ Hasan Pathan & John Williams, *Basic Opioid Pharmacology: An Update*, 6 British J. of Pain 11, 15 (2012).

¹⁹ Kate M. Dunn, et al., Opioid Prescriptions for Chronic Pain and Overdose: A Cohort Study, 152 Ann. Intern. Med. 85 (2010).

²⁰ Kathryn Sullivan Dillie, et al., Quality of Life Associated With Daily Opioid Therapy in a Primary Care Chronic Pain Sample, 21 J. of the Am. Bd. Of Fam. Med. 108 (2008).

²¹ Andrea Rubinstein, *Are We Making Pain Patients Worse?*, Sonoma Mag. (Fall 2009), <http://www.nbcm.org/about-us/sonoma-county-medical-association/magazine/sonoma-medicine-are-we-making-pain-patients-worse.aspx?pageid=144&tabid=747>.

²² Donald Teater, *The Psychological and Physical Side Effects of Pain Medications*, Nat. Safety Council (2016), available at <http://bit.ly/2DGQtKT> (citing Barbara S. Webster, et al., *Relationship Between Early Opioid Prescribing for Acute Occupation Low Back Pain and Disability Duration, Medical Costs, Subsequent Surgery, and Late Opioid Use*, 32 Spine 2127 (Sept. 2007)).

actually *doubled* the risks of disability one year later.²³ Likewise, studies on opioid use prior to back surgery show poorer outcomes for patients including increased pain, decreased function, and increased depression.²⁴

63. Worst of all, opioid use can ultimately lead to death by overdose—and does, with a frequency that has led the medical profession, the federal government, the media, and even (in some cases) Defendants to describe the current state of affairs as an “epidemic” or “crisis.”²⁵

B. The National Opioid Epidemic.

64. Today, opioids are the main driver of drug overdose deaths in the United States.²⁶ From 1999 to 2014, more than 165,000 Americans died from an overdose related to opioid use.²⁷

²³ Donald Teater, *The Psychological and Physical Side Effects of Pain Medications*, Nat. Safety Council (2016), available at <http://bit.ly/2DGQtKT> (citing Gary M. Franklin, et al., *Early Opioid Prescription and Subsequent Disability Among Workers With Back Injuries: the Disability Risk Identification Study Cohort*, 33 Spine 199 (2008)).

²⁴ Donald Teater, *The Psychological and Physical Side Effects of Pain Medications*, Nat. Safety Council (2016), available at <http://bit.ly/2DGQtKT> (citing Sheyan J. Armaghani, et al., *Preoperative Opioid Use as a Predictor of Adverse Postoperative Self-Reported Outcomes in Patients Undergoing Spine Surgery*, 96 J. Bone & Joint Surgery (American) e89 (2014)).

²⁵ See, e.g., Proclamation No. 9499, 81 Fed. Reg. 65,172 (Sept. 16, 2016) (proclaiming “Prescription Opioid and Heroin Awareness Week.”); Ctrs. for Disease Control and Prevention, *Today’s Heroin Epidemic* (last updated July 7, 2015), <https://www.cdc.gov/vitalsigns/heroin/index.html>; Elizabeth Cohen, *US Surgeon General Sends Warning Letter To All Doctors On Opioid Epidemic*, CNN (Aug. 25, 2016), <https://www.cnn.com/2016/08/25/health/us-surgeon-general-letter-doctors-opioid-use/index.html>; AmerisourceBergen, *Fighting the Opioid Epidemic* (last visited Mar. 1, 2018), <https://www.amerisourcebergen.com/abcnew/fighting-the-opioid-epidemic>.

²⁶ See Ctrs. For Disease Control and Prevention, U.S. Dep’t of Health and Human Servs., *Opioid Overdose*, (December 16, 2016), <https://www.cdc.gov/drugoverdose/data/statedeaths.html>.

²⁷ Deborah Dowell, et al, *CDC Guideline for Prescribing Opioids for Chronic Pain – United States 2016*, Ctrs. for Disease Control (Mar. 18, 2016) <https://www.cdc.gov/mmwr/volumes/65/rr/rr6501e1.htm>.

In 2015 alone, 35,000 Americans died from opioid-related deaths.²⁸

65. This rise in overdose deaths has been a major contributor to the decline in U.S. life expectancy, which fell in 2015 and 2016—the first such multi-year drop since the early 1960s.²⁹

66. Prescription opioids' increasingly wide usage has been the key feature of these problems. By 2010, enough prescription opioids were sold to medicate every adult in the United States with a five milligram dose of hydrocodone every four hours for one month.³⁰

67. In 2011, the CDC declared prescription painkiller overdoses to be at epidemic levels, noting that over 40 people die per day from overdoses of narcotic pain relievers like Vicodin, OxyContin, and Opana, and that nearly 5,500 people begin misusing prescription painkillers every day.³¹

68. Today, the number of opioid prescriptions issued annually in the United States is roughly equal to the size of its entire adult population.³² And the explosive growth in painkiller prescriptions has been concurrent with a rise in heroin deaths across the country, with the CDC

²⁸ *Overdose Death Rates* | National Institute on Drug Abuse (NIDA), <https://www.drugabuse.gov/related-topics/trends-statistics/overdose-death-rates> (last visited January 2, 2018).

²⁹ Rob Stein, *Life Expectancy Drops Again As Opioid Deaths Surge in U.S.*, NPR (Dec. 21, 2017), <https://www.npr.org/sections/health-shots/2017/12/21/572080314/life-expectancy-drops-again-as-opioid-deaths-surge-in-u-s>.

³⁰ Katherine M. Keyes, et al., *Trends In Opioid Analgesic Abuse And Mortality In The United States*, 372 N. Eng. J. Med. 241 (2015).

³¹ See Press Release, Ctrs. For Disease Control and Prevention, U.S. Dep't of Health and Human Servs., *Prescription Painkiller Overdoses At Epidemic Levels* (Nov. 1, 2011).

³² See Robert M. Califf et al., *A Proactive Response to Prescription Opioid Abuse*, 374 N. Eng. J. Med. 1480 (2016)

reporting a tripling of heroin overdoses between 2010 and 2014 alone.³³

69. The societal costs of prescription opioid abuse are enormous. Across the country, local governments are struggling with a pernicious, ever-expanding epidemic that “affects public health as well as social and economic welfare,” according to the National Institute on Drug Abuse.³⁴ Estimates of the total financial impact of this burden—including the costs of providing health care, lost worker productivity, and criminal justice-related costs—reach as high as \$500 billion.³⁵

70. This is also a local crisis that has devastating effects in Plaintiffs’ communities and those like it around Illinois. As the Illinois Department of Human Services has recognized, there has been a drastic uptick—a 44.3% increase—in drug-related overdose deaths between 2013 and 2016 alone.³⁶ Over a dozen state agencies have joined together in initiatives designed to combat the problem, including creating a State of Illinois Opioid Action Plan,³⁷ spending tens of millions of dollars in the process.³⁸ This has included the creation of the State of Illinois Opioid Action Plan—a policy initiative aimed to reduce the impact of the opioid crisis in the state.

³³ See Rose A. Rudd, et al., *Increases In Drug And Opioid Overdose Deaths—United States, 2000–2014*, 64 Morbidity & Mortality Wkly. Rep. 1378 (2016).

³⁴ Nat’l Inst. On Drug Abuse, *Opioid Overdose Crisis* (last visited March 1, 2018), available at <https://www.drugabuse.gov/drugs-abuse/opioids/opioid-overdose-crisis>.

³⁵ White House Council of Economic Advisers, *The Underestimated Cost of the Opioid Crisis* Table 3 (Nov. 2017), available at <https://www.whitehouse.gov/the-press-office/2017/11/20/cea-report-underestimated-cost-opioid-crisis>.

³⁶ Illinois Department of Human Services, *The Opioid Crisis in Illinois: Data and the State’s Response*, at 1–2 (2017) available at http://www.dhs.state.il.us/OneNetLibrary/27896/documents/OpioidCrisisInIllinois_051617.pdf.

³⁷ Illinois Department of Public Health, *State of Illinois Opioid Action Plan*, (2017), available at <http://dph.illinois.gov/sites/default/files/publications/Illinois-Opioid-Action-Plan-Sept-6-2017-FINAL.pdf>

³⁸ Illinois Department of Human Services, *supra* n.36.

71. As the crisis continues to take a toll on communities around the country, the manufacturers and distributors of prescription opioids have extracted (and continue to make) billions of dollars in revenue from the American public off the sale of these narcotics. Meanwhile, local governments like Plaintiffs have been forced to shoulder an ever-growing share of the opioid epidemic's burdens.

72. This state of affairs could have been avoided, but for the conduct of Defendants. In their own way, each Defendant has engaged in a pattern and practice of wrongful, intentional, and unlawful conduct to push prescription opioids onto the public and into communities, in pursuit of record profits from this product line. They have done so despite knowing of the reasonably foreseeable consequence in Plaintiffs' communities and across the nation: a prescription opioid epidemic of a tragic, enormous magnitude.

II. Manufacturer Defendants Engaged In A Years'-Long Campaign To Increase Opioid Sales By Misrepresenting Their Risks And Benefits.

73. The use of opioids for managing long-term, non-cancer pain is now understood to be based on "unsound science and blatant misinformation ... and dangerous assumptions that opioids are highly effective and safe, and devoid of adverse events when prescribed by physicians."³⁹

74. This was commonly understood even in the early 1990s, when opioids were commonly used to treat acute pain. As Dr. Russell Portenoy, a former pain specialist at New York's Memorial Sloan Kettering Cancer Center (and publicly an ardent promoter of opioid usage), put it in a 1994 book:

At the present time, neither the medical literature nor clinical experience provides compelling evidence that long-term opioid use would be salutary for more than a very small number of patients with chronic nonmalignant pain....

³⁹ Standiford Helm II, et al., *Opioid Epidemic in the United States*, 15 Pain Physician 9 (2012), available at <https://www.ncbi.nlm.nih.gov/pubmed/22786464?report>.

In contrast with this statement, the prior year Dr. Portenoy—who received funding for his work from Purdue Pharma—had told the *New York Times* that opioids were a “gift from nature,” ought to be destigmatized, and that concerns about addiction and abuse were a mere “medical myth” aimed at propagating hysterical “opiophobia” in the medical profession.⁴⁰

75. In a 2012 interview with the *Wall Street Journal*, following a decade and a half of promoting opioids as an effective tool for chronic non-cancer pain relief, Dr. Portenoy admitted that his advocacy had been in error: “Did I teach about pain management, specifically about opioid therapy, in a way that reflects misinformation? ... I guess I did.”⁴¹

76. But Dr. Portenoy was far from alone in spreading this “misinformation.” Manufacturer Defendants orchestrated, participated in, and benefited from a major campaign to shift the public’s and medical profession’s perception of opioid use by disseminating misinformation about the efficacy and safety of long-term opioid use, while downplaying its severe risks.

77. Each Manufacturer Defendant has conducted, and has continued to conduct, marketing schemes designed to persuade doctors and patients that opioids can and should be prescribed for treating chronic non-cancer pain. This has resulted in opioids being used to treat for a far broader group patients than would have otherwise been possible, both in Plaintiffs’ communities and nationwide.

78. In connection with this scheme, each Manufacturer Defendant spent and

⁴⁰ Elisabeth Rosenthal, *Patients in Pain Find Relief, Not Addiction, in Narcotics*, N.Y. Times (Mar. 28, 1993), <http://www.nytimes.com/1993/03/28/us/patients-in-pain-find-relief-not-addiction-in-narcotics.html?pagewanted=all>.

⁴¹ Thomas Catan & Evan Perez, *A Pain-Drug Champion Has Second Thoughts*, Wall. St. J. (Dec. 17, 2012), <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

continues to spend millions of dollars on promotional activities and materials that falsely deny or trivialize the risks of opioids, while overstating their benefits in treating chronic non-cancer pain.

79. Manufacturer Defendants have made false and misleading claims, often contrary to the contents of their drugs' labeling. Among other things, they have:

- Downplayed the risk of addiction;
- Created and promoted the concept of “pseudoaddiction” when signs of actual addiction began appearing;
- Advocated that doctors should treat the signs of addiction with more opioids;
- Downplayed the difficulty of managing opioid dependence and withdrawal;
- Denied the risks of taking increasingly higher doses of prescription opioids over time; and
- Exaggerated the efficacy of ‘abuse-deterrent’ opioid formulations to prevent abuse and addiction.

80. Manufacturer Defendants have repeatedly, broadly, and falsely touted the benefits of long-term opioid use, including their alleged ability to improve functioning and quality of life for chronic non-cancer pain patients, despite—as described above—a lack of any valid basis in scientifically reliable evidence.

81. These messages have been disseminated by Manufacturer Defendants directly through sales representatives, through speaker groups led by physicians specifically recruited by the Manufacturer Defendants, through unbranded, misleading marketing materials, and through industry-funded Front Groups (with generic names like the American Pain Society).⁴²

⁴² See, e.g., Patrick Radden Keefe, *The Family That Built an Empire of Pain*, New Yorker (Oct. 30, 2017), <https://www.newyorker.com/magazine/2017/10/30/the-family-that-built-an-empire-of-pain>; Matthew Perrone & Ben Wieder, *Pro-Painkiller Echo Chamber Shaped Policy Amid Drug Epidemic*, Associated Press (Sept. 19, 2016), <https://www.apnews.com/3d257452c24a410f98e8e5a4d9d448a7>; Maggie Fox, *Many Doctors Get Goodies from Opioid Makers*, NBC (Aug. 10, 2017) (noting that “one out of every 12 U.S. doctors gets money ... or something else of value from companies that make opioid drugs”); Lynete Reid & Matthew Herder, *The Speakers' Bureau System: A Form of Peer Selling*, 7 Open Med e31 (2013); Jeffrey J. Meffert, *Key Opinion Leaders: Where They Come From and How That Affects the Drugs You*

82. To say that Manufacturer Defendants’ efforts have been successful (by their measure) would be a gross understatement. Opioids are now the most prescribed class of drugs in the country, with U.S. sales generating tens of billions of dollars in revenue per year for Manufacturer Defendants. In a 2016 letter to physicians across the country, then-Surgeon General Vivek H. Murthy expressly connected this success in selling opioids to “heavy marketing of opioids to doctors ... [m]any of [whom] were even taught—incorrectly—that opioids are not addictive when prescribed for legitimate pain.”⁴³

83. But Manufacturer Defendants’ success has come at tremendous costs for patients and communities across the country—including Plaintiffs.

84. Nonetheless, Manufacturer Defendants have continued on in their campaign of deception, knowing that it was causing an epidemic and the widespread harms alleged herein.

A. Manufacturer Defendants Push Junk Science And Misleading Claims About Opioids.

85. Manufacturer Defendants’ marketing efforts proceeded along two tracks, serving related purposes.

86. First, Defendants worked through branded and unbranded marketing to build confidence in long-term opioid use by overstating its benefits and downplaying its risks. Second, Manufacturer Defendants worked through their own staffs of sales representatives, physician speakers (whom those representatives recruited), and advertisements in medical journals to claim their share of that broadened market for opioid products.

Prescribe, 22 *Dermatologic Therapy* 262 (2009); IMAP, Speakers’ Bureaus: Best Practices for Academic Medical Centers (Oct. 10, 2013), <http://bit.ly/2E1bhdd> (“Speakers’ bureaus may lead to the dissemination of false or biased information” due in part to the “compensation provided for these engagements.”)

⁴³ Letter from Vivek H. Murthy, U.S. Surgeon General (Aug. 2016), *available at* <http://i2.cdn.turner.com/cnn/2016/images/08/25/sg.opioid.letter.pdf>.

87. Manufacturer Defendants directed all of this activity through carefully designed marketing plans that were based on extensive research into prescriber habits and the efficacy of particular sales approaches and messages.

88. Because Plaintiffs are mostly municipalities and entities residing in the most populous county in Illinois, Plaintiffs are an important target of Manufacturer Defendants' efforts, based on their areas' population densities, resultant sales efficiencies, and demographics. Manufacturer Defendants employed the same marketing plans and strategies described herein in and around Plaintiffs' communities as they did across Illinois, and nationwide.⁴⁴

89. As described herein, Manufacturer Defendants' misrepresentations and deceptions regarding the risks, benefits, and superiority of opioid use to treat chronic non-cancer pain were part and parcel of Defendants' deceptive marketing campaigns in Plaintiffs' communities and nationwide.

1. Manufacturer Defendants' use of deceptive marketing.

90. Manufacturer Defendants engaged in widespread advertising campaigns touting the benefits of their branded drugs.

91. Manufacturer Defendants published print advertisements in a broad array of medical journals, ranging from those aimed at specialists (such as the *Journal of Pain* and the *Clinical Journal of Pain*) to journals with wider medical audiences (such as the *Journal of the American Medical Association*). Manufacturer Defendants' advertising budgets peaked in 2011, when they collectively spent over \$14 million on medical journal advertising of opioids—nearly triple what they spent in 2001.

⁴⁴ In the pharmaceutical industry, "core message" development is funded and overseen on a national basis by corporate headquarters.

92. As described in detail in Section II.C below, many of these branded advertisements deceptively portrayed the benefits and risks of opioid therapy for treating chronic pain.

2. Manufacturer Defendants deceptively promoted opioids through sales representatives and self-recruited physician speakers.

93. Each Manufacturer Defendant promoted the use of opioids for chronic pain through “detailers”—sales representatives who visited individual physicians and their staff in their offices—and small group speaker programs. By establishing close relationships with doctors, Manufacturer Defendants’ sales representatives were able to disseminate their misrepresentations in targeted, one-on-one settings allowing them to differentiate their opioids and to address individual prescribers’ concerns about prescribing opioids for chronic non-cancer pain.

94. Representatives were trained on techniques to build these relationships, with Actavis even rolling out an “Own the Nurse” kit as a “door opener” to doctor access.

95. Manufacturer Defendants have spent hundreds of millions of dollars promoting their opioids through their respective sales forces because they understand that detailers’ sales pitches are effective. Numerous studies indicate that marketing can and does impact doctors’ prescribing habits, and face-to-face detailing has the highest influence on intent to prescribe.⁴⁵

96. Manufacturer Defendants developed sophisticated plans to select prescribers for

⁴⁵ See, e.g., Puneet Manchanda & Pradeep K. Chintagunta, *Responsiveness of Physician Prescription Behavior to Salesforce Effort: An Individual Level Analysis*, 15 Mktg. Letters 129 (2004) (detailing has a positive impact on prescriptions written); Ian Larkin, *Restrictions on Pharmaceutical Detailing Reduced Off-Label Prescribing of Antidepressants and Antipsychotics in Children*, 33 Health Affairs 1014 (2014) (finding academic medical centers that restricted direct promotion by pharmaceutical sales representatives resulted in a 34% decline in on-label prescription of promoted drugs).

sales visits based on their specialties and prescribing habits. In accordance with common industry practice, Manufacturer Defendants purchased and closely analyzed prescription sales data from IMS Health that allowed them to track, precisely, the rates of initial prescribing and renewal by individual doctors. This in turn allowed them to target, tailor, and monitor the impact of their appeals to prescribe more opioids for chronic non-cancer pain treatment.

97. Manufacturer Defendants in particular relied upon “influence mapping,” using decile rankings (or similar breakdowns) to identify high-volume prescribers for whom detailing could have the greatest sales impact.

98. Manufacturer Defendants also closely monitored doctors’ prescribing after a sales representative’s visit to allow them to refine their planning and messaging and to evaluate and compensate their detailers.

99. Manufacturer Defendants’ sales representatives have visited hundreds of thousands of doctors, including numerous visits to prescribers in Plaintiffs’ communities. As described herein, these visits were used to spread misinformation regarding the risks, benefits, and superiority of opioids for the treatment of chronic non-cancer pain.

100. Each Manufacturer Defendant carefully trained its sales representatives to deliver company-approved messages designed to generate prescriptions of that company’s drugs in particular and opioids in general. Pharmaceutical companies exactly direct and monitor their sales representatives—through detailed action plans, trainings, tests, scripts, role-plays, supervisor tag-alongs, and other means—to ensure that individual detailers actually deliver the desired messages, and do not veer off-script. Pharmaceutical companies likewise require their detailers to deploy sales aids reviewed, approved, and supplied by the company (and forbid them to use, in industry parlance, “homemade bread,” *i.e.*, promotional materials not approved by the

company's marketing and compliance departments).

101. Sales representatives' adherence to their corporate training is typically included in their work agreements. Departing from their company's approved messaging can and does lead to severe consequences, including termination of employment.

102. In addition to making sales calls, Manufacturer Defendants' detailers also identified doctors to serve, for payment, on Manufacturer Defendants' speakers' bureaus and to attend programs with speakers and meals paid for by Manufacturer Defendants.

103. Manufacturer Defendants almost always select physicians to be speakers who are "product loyalists," since one question they will invariably be asked is whether they prescribe the drug themselves. Such invitations are lucrative to the physicians selected for these bureaus.

104. These speaker programs and associated speaker training serve three purposes: they provide an incentive to doctors to prescribe, or increase their prescriptions of, opioids; they provide a forum in which to further market prescription opioids to the speaker him or herself; and provide an opportunity to market to the speaker's peers.

105. Manufacturer Defendants grade their speakers, and future opportunities are based on speaking performance, post-program sales, and product usage. Manufacturer Defendants also track the prescribing of event attendees.

106. Like the sales representatives who select them, speakers are expected to stay "on message"—indeed, they agree in writing to follow the slide decks provided to them by Manufacturer Defendants. Speakers thus give the appearance of providing independent, unbiased presentations on opioids, when in fact they are presenting a script prepared by Manufacturer Defendants.

107. Although these speaker events are more expensive to host, and typically have

lower attendance than Continuing Medical Education (“CME”) courses, they are subject to less professional scrutiny. Thus, they afford Defendants greater freedom in the messages they can convey to doctors.

108. Manufacturer Defendants have devoted massive resources to these direct sales contacts with prescribers. Upon information and belief, in 2014 alone, Manufacturer Defendants collectively spent at least \$168 million on detailing branded opioids to physicians nationwide. This figure includes, upon information and belief, \$34 million by Janssen, \$13 million by Cephalon, \$10 million by Endo, and \$2 million by Actavis.

109. The total figure is more than double Defendants’ collective spending on detailing in 2000, and includes, upon information and belief, thousands of dollars spent on detailing to doctors in and around Plaintiffs’ communities.

3. Manufacturer Defendants use front groups, doctors, and unbranded marketing to push bogus opioid claims—and their products.

110. In addition to their direct marketing efforts, Manufacturer Defendants used *unbranded*, third-party marketing, which they deployed as part of their national marketing strategies for their branded drugs. Each Manufacturer Defendant executed these strategies through a network of third-party Key Opinion Leaders (“KOLs”) and Front Groups, with which they acted in concert by funding, assisting, encouraging, and directing their efforts, while at the same time exercising substantial control over the content of these third parties’ messages.

111. By contrast, *branded* marketing—which identifies and promotes a specific drug—must: (a) be consistent with its label and supported by substantial scientific evidence; (b) not include false or misleading statements or material omissions; and (c) fairly balance the drug’s benefits and risks. *See* 21 U.S.C. § 352(a); 21 C.F.R. §§ 1.21(a), 202.1(e)(3), 202.1(e)(6).

112. The Federal Food, Drug, and Cosmetic Act (“FDCA”), 21 U.S.C. § 301 *et seq.*,

and the Illinois Food, Drug, and Cosmetic Act, 410 ILCS 620/1 *et seq.*, place further restrictions on branded marketing. The FDCA prohibits the sale in interstate commerce of drugs that are “misbranded.” A drug is “misbranded” if it lacks “adequate directions for use” or if the label is false or misleading “in any particular.” 21 U.S.C. § 352; 410 ILCS 620/15. “Labeling” includes more than the drug’s physical label; it also includes “all ... other written, printed, or graphic matter ... accompanying” the drug, including promotional material. 21 U.S.C. § 321(k); 410 ILCS 620/2.10.

113. The term “accompanying” is interpreted broadly to include promotional materials - posters, websites, brochures, books, and the like - disseminated by or on behalf of the manufacturer of the drug. Thus, the Manufacturer Defendants’ promotional materials are part of their drugs’ labels and required to be accurate, balanced, and not misleading.

114. In order to evade regulatory review, Manufacturer Defendants avoided using branded advertisements to spread their deceptive messages and claims regarding opioids. Instead, Manufacturer Defendants disseminated much of their false, misleading, imbalanced, and unsupported statements through unregulated, unbranded marketing materials - materials that generally promoted opioid use but did not name a specific medication while doing so.

115. As with their other marketing strategies, Manufacturer Defendants’ *unbranded* marketing created and relied upon an appearance of independence and credibility that was undeserved but central to its effectiveness. By using unbranded communications, drug companies sidestepped the extensive regulatory framework governing branded communications.

116. Manufacturer Defendants disseminated many of their false, misleading, imbalanced, and unsupported statements indirectly, through KOLs and Front Groups, and in unbranded marketing materials.

117. These KOLs and Front Groups were important elements of Manufacturer Defendants' marketing plans, which specifically contemplated their involvement because they seemed independent (and therefore outside of FDA oversight). Through unbranded materials, Defendants presented information and instructions concerning opioids that were contrary to, or at best inconsistent with, information and instructions listed on Defendants' branded marketing materials and drug labels. This was done with Defendants' knowledge of the true risks, benefits, and advantages of opioids.

118. Manufacturer Defendants did so knowing, and in reliance on the fact that, such unbranded materials are typically not submitted to nor reviewed by the FDA.

119. Even where such unbranded messages were channeled through third-party vehicles, Manufacturer Defendants adopted these messages as their own by citing to, editing, approving, and distributing such materials knowing they were false, misleading, unsubstantiated, unbalanced, and incomplete.

120. Moreover, Manufacturer Defendants took an active role in guiding, reviewing, and approving many of the misleading statements issued by these third parties, ensuring that Manufacturer Defendants were consistently aware of their content. By funding, directing, editing, and distributing these materials, Manufacturer Defendants exercised control over their deceptive messages and acted in concert with these third parties to fraudulently promote the use of opioids for the treatment of chronic pain.

121. The third-party publications Manufacturer Defendants assisted in creating and distributing did not include the warnings and instructions mandated by their FDA-required drug labels and consistent with the risks and benefits known to Defendants. For example, these publications either did not disclose the risks of addiction, abuse, misuse, and overdose, or

affirmatively denied that patients faced a serious risk of addiction.

122. As part of a strategic marketing scheme, Manufacturer Defendants spread and validated their deceptive messages through the following vehicles: (a) KOLs, who could be counted upon to write favorable journal articles and deliver supportive CMEs; (b) a body of biased and unsupported scientific literature; (c) treatment guidelines; (d) CMEs; (e) unbranded patient education materials; and (f) Front Groups and other patient advocacy and professional organizations, which exercised their influence both directly and through Defendant-controlled KOLs who served in leadership roles in those organizations.

a. Defendants developed KOLs.

123. Defendants cultivated a small circle of doctors who, upon information and belief, were selected and sponsored by Defendants solely because they favored the aggressive treatment of chronic pain with opioids.⁴⁶

124. Defendants' support helped these doctors become respected industry experts. In return, these doctors repaid Defendants by touting the benefits of opioids to treat chronic pain.

125. Pro-opioid doctors have been at the hub of Defendants' promotional efforts, presenting the appearance of unbiased and reliable medical research supporting the broad use of opioid therapy for chronic pain. KOLs have written, consulted on, edited, and lent their names to books and articles, given speeches, and led CMEs supportive of opioid therapy for chronic non-cancer pain. They have served on committees that developed treatment guidelines that strongly

⁴⁶ Opioid-makers were not the first to mask their deceptive marketing efforts in purported science. The tobacco industry also used KOLs in its effort to persuade the public and regulators that tobacco was not addictive or dangerous. For example, the tobacco companies funded a research program at Harvard and chose as its chief researcher a doctor who had expressed views in line with industry's views. He was dropped when he criticized low-tar cigarettes as potentially more dangerous, and later described himself as a pawn in the industry's campaign.

encouraged the use of opioids to treat chronic pain (while knowing of the lack of evidence to support the practice), as well as on the boards of pro-opioid advocacy groups and professional societies that develop, select, and present CMEs.

126. Manufacturer Defendants were able to exert control of each of these modalities through their KOLs. In return, the KOLs' association with Manufacturer Defendants provided them not only money, but prestige, recognition, research funding, and avenues to publish. This positioned the KOLs—and by association, Manufacturer Defendants—to exert even more influence in the medical community.

127. Manufacturer Defendants cited and promoted favorable studies or articles by these KOLs. In contrast, Manufacturer Defendants did not support, acknowledge, or disseminate the publications of doctors critical of the use of chronic opioid therapy. One prominent KOL sponsored by Defendants, the aforementioned Dr. Portenoy, stated that he was told by a drug company that research critical of opioids (and the doctors who published that research) would never obtain funding.

128. Some KOLs have even gone on to become direct employees and executives of Manufacturer Defendants, like Dr. Bradley Galer, Endo's former Chief Medical Officer.

129. Manufacturer Defendants provided substantial opportunities for KOLs to participate in research on topics Manufacturer Defendants suggested or chose, with the predictable effect of ensuring many favorable studies appeared in the academic literature. As described by KOL Dr. Portenoy, drug companies would approach him with a study that was well underway and ask if he would serve as the study's author. Portenoy regularly agreed to do so.

130. Manufacturer Defendants also paid KOLs to serve as consultants or on their advisory boards and give talks or present CMEs, typically over meals or at conferences. From

2000 on, Cephalon, for instance, paid doctors more than \$4.5 million for programs relating to its opioids.

131. Manufacturer Defendants kept close tabs on the content of the misleading materials published by these KOLs. In many instances, they also scripted what these KOLs said—as they did with all their recruited speakers, discussed above. The KOLs knew or deliberately ignored the misleading way in which they portrayed the use of opioids to treat chronic pain to patients and prescribers, but they continued to publish those misstatements to benefit themselves and Defendants, all the while causing harm to prescribers and patients in Plaintiffs’ communities as a result.

132. As indicated above, Dr. Russell Portenoy was a favorite Manufacturer Defendant KOL. Dr. Portenoy received research support, consulting fees, and honoraria from Cephalon, Endo, and Janssen (among others), and was a paid consultant to Cephalon.

133. Dr. Portenoy was instrumental in opening the door to the use of opioids to treat chronic pain. He served on the American Pain Society (“APS”) and the American Academy of Pain Medicine (“AAPM”) Guidelines Committees, which endorsed the use of opioids to treat chronic pain—first through their widely-distributed 1997 guidelines, and again through the guidelines’ 2009 version. He was also a member of the board of the American Pain Foundation (“APF”), an advocacy group almost entirely funded by Manufacturer Defendants.

134. Dr. Portenoy also made frequent media appearances promoting opioids and spreading misrepresentations. He appeared on *Good Morning America* in 2010 to discuss the use of opioids long-term to treat chronic pain. On this program, broadcast in Plaintiffs’ communities and across the country, Dr. Portenoy claimed: “Addiction, when treating pain, is distinctly uncommon. If a person does not have a history, a personal history, of substance abuse, and does

not have a history in the family of substance abuse, and does not have a very major psychiatric disorder, most doctors can feel very assured that that person is not going to become addicted.”

135. To his credit, Dr. Portenoy has recently admitted that he “gave innumerable lectures in the late 1980s and ’90s about addiction that weren’t true.” These lectures claimed, among other things, the Purdue-created falsehood that fewer than 1% of patients would become addicted to opioids. According to Dr. Portenoy, because the primary goal was to “destigmatize” opioids, he and other doctors promoting them overstated their benefits and glossed over their risks.

136. Dr. Portenoy has also conceded that “[d]ata about the effectiveness of opioids does not exist.”⁴⁷

137. Dr. Lynn Webster was another favorite KOL. Webster was the co-founder and Chief Medical Director of Lifetree Clinical Research, an otherwise unknown pain clinic in Salt Lake City, Utah. Dr. Webster was President in 2013 and is a current board member of AAPM, a Front Group that ardently supports chronic opioid therapy. He is a Senior Editor of *Pain Medicine*, the same journal that published Endo’s special advertising supplements touting its opioid product Opana ER.

138. Dr. Webster was the author of numerous CMEs sponsored by Cephalon and Endo. At the same time, Dr. Webster was receiving significant funding from Defendants (including nearly \$2 million from Cephalon alone).

139. Dr. Webster had been under investigation for overprescribing by the DEA, which raided his clinic in 2010. More than twenty of Dr. Webster’s former patients at the Lifetree

⁴⁷ Thomas Catan & Evan Perez, *A Pain-Drug Champion Has Second Thoughts*, Wall St. J. (Dec. 17, 2012), <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

Clinic have died from opioid overdoses.

140. Dr. Webster was a leading proponent of the concept of “pseudoaddiction,” a scientifically unproven—yet frequently touted—notion that addictive behaviors should be seen not as warnings, but as indications of undertreated pain. In Dr. Webster’s description, the only way to differentiate between the two was to increase a patient’s dose of opioids. As he and his co-author wrote in a book entitled *Avoiding Opioid Abuse While Managing Pain* (2007), when faced with signs of aberrant behavior, increasing the dose “in most cases ... should be the clinician’s first response.” Endo distributed this book to doctors.

141. Years later, Dr. Webster said that “[pseudoaddiction] obviously became ... an excuse to give patients more medication.”⁴⁸

142. Dr. Scott Fishman was another favored KOL, and was the author of the deceptive 2007 guide *Responsible Opioid Prescribing*, discussed below, which was paid for, in part by Manufacturer Defendants Endo and Cephalon.

143. Fishman’s ties to the opioid drug industry are legion. Fishman was a past president of the AAPM, as well as a board member of the APF, both discussed below and referenced above. He has participated in numerous opioid-friendly continuing medical education courses for which he has received compensation by one or more Manufacturer Defendants, and helped to lobby against anti-opioid legislation.

144. Fishman himself has acknowledged his failure to disclose all of his potential conflicts of interests in a letter in the *Journal of the American Medical Association* titled

⁴⁸ John Fauber & Ellen Gabler, *Networking Fuels Painkiller Boom*, Milwaukee J. Sentinel (Feb. 19, 2012), available at <https://www.medpagetoday.com/neurology/painmanagement/31254>.

“Incomplete Financial Disclosures In A Letter On Reducing Opioid Abuse and Diversion.”⁴⁹

145. There are numerous other KOLs that Manufacturer Defendants have developed and utilized over the years, including Drs. Perry G. Fine and David Haddox. These KOLs’ stories largely mirror the stories of Portenoy, Webster, and Fishman, depicting doctors eager to do Manufacturer Defendants’ bidding by promoting prescription opioids for unsupported uses, in order to increase their profiles, fund their research, and, as a result, grow the market for prescription opioids.

b. Manufacturer Defendants knowingly pushed bogus “research.”

146. Rather than find a way to actually test the safety and efficacy of opioids for long-term use, Manufacturer Defendants led everyone to believe that they already had.

147. Manufacturer Defendants created a body of false, misleading, and unsupported medical and popular literature about opioids that (a) understated the risks and overstated the benefits of long-term use; (b) appeared to be the result of independent, objective research; and (c) was thus more likely to shape the perceptions of prescribers, patients, and payors.

148. This information, masquerading as scientific literature, was in truth marketing material, focused on persuading doctors and consumers that the benefits of long-term opioid use outweighed the risks.

149. To accomplish this, Manufacturer Defendants—sometimes through third-party consultants or advocacy organizations—commissioned, edited, and arranged for the placement of favorable articles in academic journals. Manufacturer Defendants coordinated the timing and publication of manuscripts, abstracts, posters, oral presentations, and educational materials in

⁴⁹ Scott M. Fishman, *Incomplete Financial Disclosures In A Letter On Reducing Opioid Abuse And Diversion*, 30 J. Am. Med. Ass’n 1445 (2011).

peer-reviewed journals and other publications to support the launch and sales of their drugs.

150. The plans for these materials did not originate in the departments within Manufacturer Defendants that were responsible for research, development, or any other area that would have specialized knowledge about the drugs and their effects on patients. Rather, they came from their marketing departments, and from marketing and public relations consultants.

151. Manufacturer Defendants often relied on “data on file” publications or presentation posters, neither of which are subject to peer review. They also published their articles not through a competitive process, but in paid journal supplements, which allowed Manufacturer Defendants to publish, in nationally circulated journals, studies supportive of their drugs.

152. Manufacturer Defendants also made sure that favorable articles were disseminated and cited widely in the medical literature, even where references distorted the significance or meaning of the underlying study.

153. One notable example is the Manufacturer Defendants’ aggressive promotion of a 1980 letter that appeared in the well-respected New England Journal of Medicine: J. Porter & H. Jick, *Addiction Rare in Patients Treated with Narcotics*, 302 New Eng. J. Med. 123 (1980) (“Porter-Jick Letter”). The letter is cited 856 times in Google Scholar, including 86 citations since 2010. It also appears as a reference in one CME program in 2012 sponsored by Endo.⁵⁰ Upon information and belief, each Manufacturer Defendant has referenced the Porter-Jick Letter in their marketing materials—branded and/or unbranded—during the relevant time period.

154. Manufacturer Defendants and those acting on their behalf fail to reveal that this

⁵⁰ AAPM, Safe Opioid Prescribing Course, February 25-26, 2012, sponsored by Endo. Each CME is available for online credit, including to prescribers in Plaintiffs’ communities.

“article” is actually a letter to the editor, not a study. The Porter-Jick Letter describes a review of the charts of hospitalized patients who had received opioids. (Because the review was conducted in 1980, standards of care from the time almost certainly would have limited opioids to acute or end-of-life situations, not chronic pain.) The Porter-Jick Letter notes that, when these patients’ records were reviewed, it found almost no references to signs of addiction—though there is no indication that caregivers were instructed to assess or document signs of addiction.

155. None of these serious limitations is disclosed when Manufacturer Defendants or those acting on their behalf cite the Porter-Jick Letter, often as the sole scientific support for the proposition that opioids are rarely addictive even when taken long-term. In fact, Dr. Jick later complained that his letter had been distorted and misused.⁵¹

156. As researchers reviewing the Porter-Jick Letter’s use by opioid promoters concluded, this “five-sentence letter published in ... 1980 was heavily and uncritically cited as evidence that addiction was rare with long-term opioid therapy [and] this citation pattern contributed to the North American opioid crisis by helping to shape a narrative that allayed prescribers’ concerns about the risk of addiction associated with long-term opioid therapy.”⁵²

157. Manufacturer Defendants worked not only to create or elevate favorable studies in the literature, but to discredit or bury negative information. Manufacturer Defendants’ studies and articles often targeted articles that contradicted Manufacturer Defendants’ claims or raised concerns about chronic opioid therapy. In order to do so, Manufacturer Defendants—often with the help of third-party consultants—targeted a broad range of media to get their message out,

⁵¹ *Painful Words: How A 1980 Letter Fueled The Opioid Epidemic*, Associated Press (May 31, 2017), <https://www.statnews.com/2017/05/31/opioid-epidemic-nejm-letter/>.

⁵² German Lopez, *A 5-Sentence Letter Helped Trigger America’s Deadliest Drug Overdose Crisis Ever*, Vox (June 1, 2017), <https://www.vox.com/science-and-health/2017/6/1/15723034/opioid-epidemic-letter-1980-study>.

including articles, letters to the editor, commentaries, case-study reports, and newsletters.

158. These strategies were intended to, and did, knowingly and intentionally distort the truth regarding the risks, benefits, and superiority of opioids for chronic pain relief, distorting prescribing patterns as a result.

c. Manufacturer Defendants push favorable treatment guidelines.

159. Treatment guidelines have been particularly important in securing acceptance for chronic opioid therapy. They are relied upon by doctors, especially general practitioners and family doctors (frequent targets of Manufacturer Defendants) who are otherwise not experts, nor trained, in the treatment of chronic pain. Treatment guidelines not only directly inform doctors' prescribing practices, but are cited throughout the scientific literature and referenced by third-party payors in determining whether they should cover treatments.

160. Manufacturer Defendants, on a number of occasions, promoted (and helped pay for) the publication of treatment guidelines that supported a more widespread use of their prescription opioid products than contemporary science and medicine justified.

161. The Federation of State Medical Boards ("FSMB") is a trade organization representing the various state medical boards in the United States, including Illinois's Board of Professional Regulation. The state boards that comprise the FSMB membership have the power to license doctors, investigate complaints, and discipline physicians. The FSMB finances opioid- and pain-specific programs through grants from Defendants.

162. In 1998, the FSMB developed *Model Guidelines for the Use of Controlled Substances for the Treatment of Pain* ("FSMB Guidelines"), which FSMB admitted was produced "in collaboration with pharmaceutical companies." The FSMB guidelines taught that opioids were "essential" for treatment of chronic pain, including as a first prescription option.

The FSMB Guidelines fail to mention risks of overdose, and discuss addiction only in the sense that “inadequate understandings” of addiction can lead to “inadequate pain control.”

163. A 2004 iteration of the FSMB Guidelines and the 2007 book adapted from the 2004 guidelines, *Responsible Opioid Prescribing*, also made these claims.

164. These guidelines were posted online and were available to and intended to reach physicians in Plaintiffs’ communities that were able to prescribe opioids for their patients.

165. The publication of *Responsible Opioid Prescribing* was backed largely by drug manufacturers, including Cephalon and Endo. The FSMB financed the distribution of *Responsible Opioid Prescribing* by its member boards by contracting with drug companies, including Endo and Cephalon, for bulk sales and distribution to sales representatives (for later distribution to prescribing doctors).

166. In all, 163,131 copies of *Responsible Opioid Prescribing* were distributed to state medical boards (and through the boards, to practicing doctors), including, upon information and belief, Illinois’s. The FSMB benefited by earning approximately \$250,000 in revenue and commissions from their sale. The FSMB website has described the book as the “leading continuing medication education (CME) activity for prescribers of opioid medications.”

167. Drug companies relied on FSMB guidelines to convey the message that “under-treatment of pain” would result in official discipline, but no discipline would result if opioids were prescribed as part of an ongoing patient relationship and prescription decisions were documented. FSMB turned doctors’ fear of discipline on its head—doctors, who used to believe they would be disciplined if their patients became addicted to opioids, were taught that they would instead be punished if they failed to prescribe opioids to their patients with pain.

168. Indeed, the FSMB actually issued a report calling on medical boards to punish

doctors who inadequately treat pain.⁵³

169. Although the 2012 revision of *Responsible Opioid Prescribing* continues to teach that pseudoaddiction is real and that opioid addiction risk can be managed through risk screening, it no longer recommends chronic opioid therapy as a first choice after the failure of over-the-counter medication. It also has heightened its addiction and risk warnings.

170. Upon information and belief, from 2001 to 2012, the FSMB received at least \$370,000 in payments from Endo; at least \$180,000 from Cephalon; and at least \$100,000 from Mallinckrodt. Upon information and belief, this included at least \$40,000 from Endo to specifically fund the production of *Responsible Opioid Prescribing*.

171. In a 2012 letter to the Senate Finance Committee—which was then investigating the abuse of prescription opioids—the FSMB stated that *Responsible Opioid Prescribing* had been distributed in all 50 states and the District of Columbia.⁵⁴

172. Similarly flawed guidelines were published by the AAPM and APS, each of which received substantial funding from Manufacturer Defendants. These organizations also issued a consensus statement in 1997, *The Use of Opioids for the Treatment of Chronic Pain*, which endorsed opioids to treat chronic pain and claimed that the risk that patients would become addicted to opioids was low.

173. The co-author of the AAPM-APS statement, KOL Dr. David Haddox, was at the time a paid speaker for Purdue.⁵⁵ KOL Dr. Portenoy was the sole consultant. The consensus

⁵³ Thomas Catan & Evan Perez, *A Pain-Drug Champion Has Second Thoughts*, Wall St. J. (Dec. 17, 2012), <https://www.wsj.com/articles/SB10001424127887324478304578173342657044604>.

⁵⁴ Letter from Federation of State Medical Boards to U.S. Senators Max Baucus and Charles Grassley (June 8, 2012), *available at* <http://bit.ly/2tnvN65>.

⁵⁵ Patrick Radden Keefe, *The Family That Built an Empire of Pain*, New Yorker (Oct. 30, 2017), <https://www.newyorker.com/magazine/2017/10/30/the-family-that-built-an-empire-of-pain>.

statement, which also formed the foundation of the FSMB Guidelines, remained on AAPM's website until 2011, and was available to and intended to reach physicians in Plaintiffs' communities that were responsible for deciding whether to prescribe opioids to their patients.

174. AAPM and APS issued their own guidelines in 2009 ("AAPM-APS Guidelines") and continued to recommend the use of opioids to treat chronic non-cancer pain. Fully two-thirds of the panel members—14 of 21 members—who drafted the AAPM-APS Guidelines, including KOLs Dr. Portenoy and Dr. Perry Fine of the University of Utah, received support from Janssen, Cephalon, and/or Endo.

175. The AAPM-APS Guidelines promote opioids as "safe and effective" for treating chronic pain, despite acknowledging limited evidence, and conclude that the risk of addiction is manageable for patients regardless of past abuse histories. One panel member, Dr. Joel Saper, Clinical Professor of Neurology at Michigan State University and founder of the Michigan Headache & Neurological Institute resigned from the panel because of his concerns that the 2009 Guidelines were influenced by Manufacturer Defendants' contributions.

176. The Institute of Medicine recommends that, to ensure an unbiased result, fewer than 50% of the members of a guidelines committee should have financial relationships with drug companies. The AAPM-APS Guidelines committee clearly failed to meet this standard.

177. These AAPM-APS Guidelines have been a particularly effective channel of deception and have influenced not only treating physicians in Plaintiffs' communities, but also the body of scientific evidence on opioids. The Guidelines have been cited 732 times in academic literature, and were—upon information and belief—disseminated in Plaintiffs' communities during the relevant time period, are still available online, and were even reprinted in the *Journal of Pain*.

178. Defendants widely referenced and promoted the 2009 Guidelines without disclosing the acknowledged lack of evidence to support them.

179. Finally, the American Geriatrics Society (“AGS”), a nonprofit organization serving health care professionals who work with the elderly, disseminated guidelines regarding the use of opioids for chronic pain in 2002 (*The Management of Persistent Pain in Older Persons*, hereinafter “2002 AGS Guidelines”) and 2009 (*Pharmacological Management of Persistent Pain in Older Persons*, hereinafter “2009 AGS Guidelines”). The 2009 AGS Guidelines included the following recommendations: “All patients with moderate to severe pain ... should be considered for opioid therapy (low quality of evidence, strong recommendation),” and “the risks [of addiction] are exceedingly low in older patients with no current or past history of substance abuse.”⁵⁶

180. These recommendations, which continue to appear on AGS’s website, are not supported by reliable scientific evidence. Nevertheless, they have been cited 278 times in Google Scholar since their 2009 publication.

181. AGS contracted with Defendants Endo and Janssen to disseminate the 2009 Guidelines, and to sponsor CMEs based on them. These Defendants were aware of the content of the 2009 Guidelines when they agreed to provide funding for these projects. The 2009 Guidelines were released at the May 2009 AGS Annual Scientific Meeting in Chicago and first published online on July 2, 2009. AGS submitted grant requests to Defendants including Endo beginning July 15, 2009.

182. According to one news report, AGS has received \$344,000 in funding from opioid

⁵⁶ *Pharmacological Management of Persistent Pain in Older Persons*, 57 J. Am. Geriatrics Soc’y 1331, 1339, 1342 (2009).

makers since 2009.⁵⁷ Five of ten of the experts on the guidelines panel disclosed financial ties to Manufacturer Defendants, including serving as paid speakers and consultants, presenting classes sponsored by them, receiving grants from them, and investing in their stock.

d. Manufacturer Defendants relied on Continuing Medical Education programs.

183. CMEs are ongoing professional education programs provided to doctors. Doctors are required to attend a certain number and, often, type of CME programs each year as a condition of their licensure.

184. Doctors rely on CMEs not only to satisfy licensing requirements, but to get information on new developments in medicine or to deepen their knowledge in specific areas of practice. Because CMEs typically are delivered by doctors who are highly respected in their fields, and are thought to reflect these physicians' medical expertise, they can be especially influential with doctors.

185. The countless doctors and other health care professionals who participate in accredited CMEs constitute an enormously important audience for opioid reeducation. As one target, Manufacturer Defendants aimed to reach general practitioners, whose broad area of focus and lack of specialized training in pain management made them particularly dependent upon CMEs and, as a result, especially susceptible to Manufacturer Defendants' deceptions (delivered via KOLs).

186. In all, Manufacturer Defendants sponsored CMEs that were delivered thousands of times—including numerous CMEs attended by physicians in Plaintiffs' communities—promoting chronic opioid therapy and supporting and disseminating the deceptive and biased

⁵⁷ John Fauber & Ellen Gabler, *Narcotic Painkiller Use Booming Among Elderly*, Milwaukee J. Sentinel (May 30, 2012).

messages described in this Complaint. These CMEs, while often generically titled to relate to the treatment of chronic pain, focused on opioids to the exclusion of alternative treatments, inflated the benefits of opioids, and frequently omitted or downplayed their risks and adverse effects.

187. The American Medical Association (“AMA”) has recognized that support from drug companies with a financial interest in the content being promoted “creates conditions in which external interests could influence the availability and/or content” of the programs. It urges that “[w]hen possible, CME[s] should be provided without such support or the participation of individuals who have financial interests in the educational subject matter.”⁵⁸

188. Dozens of CMEs that were available to and attended or reviewed by doctors in Plaintiffs’ communities during the relevant time period did not live up to the AMA’s standards.

189. The influence of Manufacturer Defendants’ funding on the content of these CMEs is clear. One study by a Georgetown University Medical Center professor compared the messages retained by those who reviewed an industry-funded CME article on opioids versus another group who reviewed a non-industry-funded CME article. The industry-funded CME did not mention opioid-related death once; the non-industry-funded CME mentioned opioid-related death 26 times. Participants who read the industry-funded article more frequently noted the impression that opioids were underused in treating chronic pain. Those that read the non-industry-funded CME mentioned the risks of death and addiction much more frequently. Neither group could accurately identify whether the article they read was industry-funded, making clear the difficulty health care providers have in screening and accounting for source bias.⁵⁹

⁵⁸ Opinion 9.0115, *Financial Relationships with Industry in CME*, Am. Med. Ass’n (Nov. 2011), available at <https://www.ama-assn.org/delivering-care/financial-relationships-industry-continuing-medical-education>.

⁵⁹ Letter from Senator Claire McCaskill to James A. Schoeneck, President and Chief Executive Officer of Depomed, at 2–3 (Mar. 28, 2017).

190. By sponsoring CME programs put on by Front Groups like APF, AAPM, and others, Manufacturer Defendants could expect messages to be favorable to them. The sponsoring organizations honored this principle by hiring pro-opioid KOLs to give talks that supported chronic opioid therapy.

e. Manufacturer Defendants make use of Front Groups.

191. Defendants Cephalon, Endo, and Janssen entered into arrangements with numerous organizations to promote opioids, including many of those identified above. These organizations depend upon Defendants for significant funding and, in some cases, for their survival. They were involved not only in generating materials and programs for doctors and patients that supported chronic opioid therapy, but also in assisting Defendants' marketing in other ways—for example, responding to negative articles and advocating against regulatory changes that would constrain opioid prescribing. They developed and disseminated pro-opioid treatment guidelines; conducted outreach to groups targeted by Defendants, such as veterans and the elderly; and developed and sponsored CMEs that focused exclusively on use of opioids to treat chronic pain.

192. Defendants funded these Front Groups in order to ensure supportive messages from these seemingly neutral and credible third parties, and their funding did, in fact, ensure such supportive messages.

193. Several representative examples of such Front Groups are highlighted below, but there are others, too, such as APS, AGS, AAPM, FSMB, the American Chronic Pain Association (“ACPA”), and the American Society of Pain Educators (“ASPE”). *See **Figure 1***.

	Purdue²²	Janssen²³	Depomed	Insys	Mylan	Total
Academy of Integrative Pain Management	\$1,091,024.86	\$128,000.00	\$43,491.95	\$3,050.00 ²⁴	\$0.00	\$1,265,566.81
American Academy of Pain Medicine	\$725,584.95	\$83,975.00	\$332,100.00	\$57,750.00	\$0.00	\$1,199,409.95
AAPM Foundation	\$0.00	\$0.00	\$304,605.00	\$0.00	\$0.00	\$304,605.00
ACS Cancer Action Network	\$168,500.00 ²⁵	\$0.00	\$0.00	\$0.00	\$0.00	\$168,500.00
American Chronic Pain Association	\$312,470.00	\$50,000.00	\$54,670.00	\$0.00	\$0.00	\$417,140.00
American Geriatrics Society	\$11,785.00 ²⁶	\$0.00	\$0.00	\$0.00	\$0.00	\$11,785.00
American Pain Foundation	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$25,000.00
American Pain Society	\$542,259.52	\$88,500.00	\$288,750.00	\$22,965.00	\$20,250.00	\$962,724.52
American Society of Pain Educators	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$30,000.00
American Society of Pain Management Nursing	\$242,535.00	\$55,177.85 ²⁷	\$25,500.00 ²⁸	\$0.00	\$0.00	\$323,212.85
The Center for Practical Bioethics	\$145,095.00	\$18,000.00	\$0.00	\$0.00	\$0.00	\$163,095.00
The National Pain Foundation²⁹	\$0.00	\$0.00	\$0.00	\$562,500.00	\$0.00	\$562,500.00
U.S. Pain Foundation	\$359,300.00	\$41,500.00	\$22,000.00	\$2,500,000.00 ³⁰	\$0.00	\$2,922,800.00
Washington Legal Foundation	\$500,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$500,000.00
	\$4,153,554.33	\$465,152.85	\$1,071,116.95	\$3,146,265.00	\$20,250.00	\$8,856,339.13

Figure 1.⁶⁰

194. For years, the most prominent of Manufacturer Defendants' Front Groups was APF, which received more than \$10 million in funding from opioid manufacturers from 2007 until it closed its doors in May 2012. Endo alone provided more than half that funding. In 2009

⁶⁰ Sen. Homeland Security & Governmental Affairs Cmte, *Fueling An Epidemic: Exposing The Financial Ties Between Opioid Manufacturers And Third Party Advocacy Groups*, at 4 (Feb. 12, 2018), available at <https://www.hsgac.senate.gov/download/fueling-an-epidemic-exposing-the-financial-ties-between-opioid-manufacturers-and-third-party-advocacy-groups>.

and 2010, more than 80% of APF's operating budget came from pharmaceutical industry sources. Including industry grants for specific projects, APF received about \$2.3 million from industry sources out of total income of about \$2.85 million in 2009; its budget for 2010 projected receipts of roughly \$2.9 million from drug companies, out of total income of about \$3.5 million. By 2011, APF was entirely dependent on incoming grants from Defendants Cephalon, Endo, and others.

195. APF issued education guides for patients, reporters, and policymakers that touted the benefits of opioids for chronic pain and trivialized their risks, particularly the risk of addiction. APF also engaged in a significant multimedia campaign—through radio, television, and the internet—to educate patients about their “right” to pain treatment, namely through opioids. All of the programs and materials were available nationally and intended to reach patients in Plaintiffs’ communities.

196. APF held itself out as an independent patient advocacy organization. It often purported to engage in grassroots lobbying against various legislative initiatives that might limit opioid prescribing, and thus the profitability of its sponsors. It was often called upon to provide “patient representatives” for Defendants’ promotional activities, including for Janssen’s *Let’s Talk Pain*.

197. In practice, APF operated in extremely close collaboration with opioid makers. On several occasions, representatives of the drug companies (often at informal meetings at Front Group conferences) suggested activities and publications for APF to pursue. APF then submitted grant proposals seeking to fund these activities and publications, knowing that drug companies would support projects conceived as a result of these communications.

198. One example of APF’s activities stands out from the rest. *Exit Wounds* is a 2009

publication distributed by APF with grants from Janssen and Endo. It is written as the personal narrative of a military veteran and describes opioids as “underused” and the “gold standard of pain medications” while failing to disclose the risk of addiction, overdose, or injury.

199. *Exit Wounds* notes that opioid medications “increase a person’s level of functioning” and that “[l]ong experience with opioids shows that people who are not predisposed to addiction are unlikely to become addicted to opioid pain medications.” It also asserts that “[d]enying a person opioid pain medication because he or she has a history of substance abuse or addiction is contrary to the model guidelines for prescribing opioids, published by the U.S. Federation of State Medical Boards.” (As laid out above, the FSMB itself received support from Manufacturer Defendants during the time it created and published these guidelines.)

200. *Exit Wounds* minimizes the risks from chronic opioid therapy and does not disclose that opioids may cause fatal interactions with benzodiazepines, which are taken by a significant number of veterans. It is not the unbiased narrative of a returning war veteran: it is pure marketing, sponsored by Endo and Janssen. Yet, Janssen, for example, supported the marketing effort, despite acknowledging on the label for its opioid Duragesic that its use with benzodiazepines “may cause respiratory depression, hypotension, and profound sedation or potentially result in coma.” Similar warnings accompany the labels of other Manufacturer Defendants’ opioid products.

201. *Exit Wounds*’ deceptive nature is obvious in comparison to guidance on opioids published by the U.S. Veterans Administration in 2010 and 2011. That guidance, *Taking Opioids Responsibly*, describes opioids as “dangerous.” It cautions against taking extra doses and mentions the risk of overdose and the dangers of interactions with alcohol. It also offers the list of side effects from opioids, including decreased hormones (referring to testosterone), nausea,

sleep apnea, addiction, immune system changes, birth defects, and death—none of which are disclosed in *Exit Wounds*.

202. The U.S. Senate Finance Committee began looking into APF in May 2012 to determine the links, financial and otherwise, between the organization and the manufacturers of opioid painkillers. The investigation caused considerable damage to APF’s credibility as an objective and neutral third party, and Defendants stopped funding it.

203. Within days of being targeted by Senate investigation, APF’s board voted to dissolve the organization “due to irreparable economic circumstances.” APF “cease[d] to exist, effective immediately.”

204. The second most prominent of Manufacturer Defendants’ Front Groups, AAPM, was similarly conflicted. AAPM received over \$2.2 million in funding since 2009 from opioid manufacturers.

205. AAPM maintained a corporate relations council, whose members paid \$25,000 per year (on top of other funding) to participate. The benefits included allowing members to present educational programs at off-site dinner symposia in connection with AAPM’s marquee event—its annual meeting held in Palm Springs, California (or other resort locations). AAPM describes the annual event as an “exclusive venue” for offering education programs to doctors.

206. Membership in the corporate relations council also allows drug company executives and marketing staff to meet with AAPM executive committee members in small settings. Defendants Endo, Cephalon, and Actavis were members of the council, and presented deceptive programs to doctors who attended this annual event.

207. The conferences sponsored by AAPM heavily emphasized sessions on opioids—37 out of roughly 40 at one conference alone. AAPM’s presidents have included top industry-

supported KOL Dr. Perry Fine and aforementioned KOLs Portenoy and Webster. Dr. Webster was even elected president of AAPM while under a DEA investigation. Another past AAPM president, Dr. Scott Fishman, stated at the AAPM's 21st annual meeting that he would place the organization "at the forefront" of teaching that "the risks of addiction are ... small and can be managed."⁶¹

208. AAPM's staff understood that they and their industry funders were engaged in a common task. Manufacturer Defendants were able to influence AAPM through both their significant and regular funding, and the leadership of pro-opioid KOLs within the organization.

209. One other vehicle for Manufacturer Defendants' collective efforts bears mentioning here: the Pain Care Forum ("PCF"). PCF began in 2004 as an APF project with the stated goal of offering "a setting where multiple organizations can share information" and "promote and support taking collaborative action regarding federal pain policy issues." APF President Will Rowe described the Forum as "a deliberate effort to positively merge the capacities of industry, professional associations, and patient organizations."

210. PCF is primarily composed of representatives from opioid manufacturers and distributors (including Cephalon, Endo, and Janssen); industry-friendly professional organizations (e.g., AAPM, APS, and the American Society of Pain Educators); industry-friendly patient advocacy groups (e.g., APF and ACPA); like-minded organizations (e.g., FSMB); and doctors and nurses favorable to these other entities' messaging on prescription opioids.

211. PCF developed and disseminated "consensus recommendations" for a Risk

⁶¹ Paula Moyer, *The Current State of Pain Management*, MedScape (2005), <https://www.medscape.org/viewarticle/500829>. Note that the disclaimer at the bottom of the articles states that "[t]his program was supported by an independent educational grant from Cephalon." *Id.*

Evaluation and Mitigation Strategy (“REMS”) for long-acting opioids, which the FDA mandated in 2009 to communicate the risks of opioids to prescribers and patients. This was critical because a REMS that went too far in narrowing the uses or benefits or highlighting the risks of chronic opioid therapy would deflate Defendants’ marketing efforts.

212. The recommendations—drafted by Will Rowe of APF—claimed that opioids were “essential” to the management of pain, and that the REMS “should acknowledge the importance of opioids in the management of pain and should not introduce new barriers.” As such, Defendants worked with PCF members to limit the reach and manage the message of the REMS, which enabled them to maintain, and not undermine, their deceptive marketing of opioids for chronic pain.

213. Thus, like cigarette manufacturers before them, which engaged in an industry-wide effort to misrepresent the safety and risks of smoking, Manufacturer Defendants worked with each other and with, and through, the Front Groups and KOLs they funded and directed, to carry out a common scheme to deceptively market the risks, benefits, and superiority of opioids to treat chronic non-cancer pain. In speeches, lectures, pamphlets, and books, Manufacturer Defendants deliberately fed misinformation about prescription opioids to the public and medical profession, which were deceived into believing the false and misleading claims.

B. The U.S. Senate Investigates, Confirming Manufacturer Defendants’ Grossly Deceptive Practices.

214. In May 2012, the Chair and Ranking Member of the Senate Finance Committee, Sen. Max Baucus (D-MT) and Sen. Chuck E. Grassley (R-IA), launched an investigation into makers of narcotic painkillers and groups that champion them. The investigation was triggered by “an epidemic of accidental deaths and addiction resulting from the increased sale and use of powerful narcotic painkillers,” including popular brands like OxyContin, Vicodin, and Opana.

215. The Senate Finance Committee sent letters to Manufacturer Defendants Endo and Johnson & Johnson, as well as five groups that support pain patients, physicians, or research, including the APF, AAPM, APS, the University of Wisconsin Pain & Policy Studies Group, and the Center for Practical Bioethics. Letters also went to the FSMB and the Joint Commission (another purveyor of industry-approved “Pain Management Standards” via opioid treatment).

216. As shown from the below excerpt from the Senators’ letter to APF, the Senators addressed the magnitude of the epidemic and asserted that mounting evidence supports that the pharmaceutical companies may be responsible:

The United States is suffering from an epidemic of accidental deaths and addiction resulting from the increased sale and use of powerful painkillers such as Oxycontin (oxycodone), Vicodin (hydrocodone), Opana (oxymorphone). According to CDC data, “more than 40% (14,800)” of the “36,500 drug poisoning deaths in 2008” were related to opioid-based prescription painkillers. Deaths from these drugs rose more rapidly, “from about 4,000 to 14,800” between 1999 and 2008, than any other class of drugs, [killing] more people than heroin and cocaine combined. More people in the United States now die from drugs than car accidents as a result of this new epidemic. Additionally, the CDC reports that improper “use of prescription painkillers costs health insurers up to \$72.5 billion annually in direct health care costs.”

[...] Concurrent with the growing epidemic, the *New York Times* reports that, based on federal data, “over the last decade, the number of prescriptions for the strongest opioids has increased nearly fourfold, with only limited evidence of their long-term effectiveness or risks” while “[d]ata suggest that hundreds of thousands of patients nationwide may be on potentially dangerous doses.”

There is growing evidence pharmaceutical companies that manufacture and market opioids may be responsible, at least in part, for this epidemic by promoting misleading information about the drugs’ safety and effectiveness. Recent investigative reporting from the *Milwaukee Journal Sentinel/MedPage Today* and *ProPublica* revealed extensive ties between companies that manufacture and market opioids and non-profit organizations such as the American Pain Foundation, the American Academy of Pain Medicine, the Federation of State Medical Boards, and University of Wisconsin

Pain and Policy Study Group, and the Joint Commission.

[...] Although it is critical that patients continue to have access to opioids to treat serious pain, pharmaceutical companies and health care organizations must distribute accurate and unbiased information about these drugs in order to prevent improper use and diversion to drug abusers.⁶²

217. The Senators demanded substantial discovery, including payment information from the companies to many of the front organizations identified above, as well as to physicians, like KOLs Portenoy, Fishman, and Fine, among others. The reporting from this investigation has not yet been publicly released.⁶³

218. On March 29, 2017, another Senate investigation into these practices was launched by Senator Claire McCaskill (D-MO). At a hearing McCaskill convened later that year, Professor Adriane Fugh-Berman, an Associate Professor at Georgetown University Medical Center, testified about Manufacturer Defendants' role in sparking the opioid epidemic:

Since the 1990's, pharmaceutical companies have stealthily distorted the perceptions of consumers and healthcare providers about pain and opioids. Opioid manufacturers use drug reps, physicians, consumer groups, medical groups, accreditation and licensing bodies, legislators, medical boards and the federal government to advance marketing goals to sell more opioids. This aggressive marketing pushes resulted in hundreds of thousands of deaths from the overprescribing of opioids. The U.S. is about – comprises about five percent of the world population, but we use about two-thirds of the world supply of opioids.⁶⁴

⁶² Letter from U.S. Senators Charles E. Grassley and Ma Baucus to Eric Hauth, Executive Director, American Pain Foundation (May 8, 2012), *available at* <http://bit.ly/2I7whjX>.

⁶³ Paul D. Thacker, *Senators Hatch And Wyden: Do Your Jobs And Release The Sealed Opioids Report*, Stat News (June 27, 2016), <https://www.statnews.com/2016/06/27/opioid-addiction-orrin-hatch-ron-wyden/>.

⁶⁴ *WATCH: McCaskill Leads Roundtable On Role of Drug Manufacturers In The Opioid Crisis*, PBS (Sept. 12, 2017), <https://www.pbs.org/newshour/health/watch-live-mccaskill-leads-roundtable-role-drug-manufacturers-opioid-crisis>.

219. Fugh-Berman also stated why doctors were able to be convinced by Manufacturer Defendants' false and misleading marketing efforts:

Why do physicians fall for this? Well, physicians are overworked, overwhelmed, buried in paperwork and they feel unappreciated. Drug reps are cheerful. They're charming. They provide both appreciation and information. Unfortunately, the information they provide is innately unreliable.

Pharmaceutical companies influence healthcare providers' attitudes and their therapeutic choices through financial incentives that include research grants, educational grants, consulting fees, speaking fees, gifts and meals.

[...] Pharmaceutical companies convinced healthcare providers that they were opiophobic and that they were causing suffering to their patients by denying opioids to patients with back pain or arthritis. They persuaded prescribers that patients with pain were somehow immune to addiction. Even when addiction was suspected, physicians were taught that it might not really be addiction, it might be pseudo-addiction, an invented (ph) condition that's treated by increasing opioid dosages.

[...] Between 2006 and 2015, pharmaceutical companies and the advocacy groups they control employ 1,350 lobbyists a year in legislative hubs. Industry-influenced regulations and policies ensure that hospitalized patients were and are berated paraded constantly about their level of pain and overmedicated with opioids for that pain. Even a week of opioids can lead a patient into addiction so many patients are discharged from hospitals already dependent on opioids.

220. Finally, Fugh-Berman pointed out that Manufacturer Defendants' conduct is ongoing, and that "[b]etween 2013 and 2015, one in 12 physicians took out money from opioid manufacturers, a total of \$46 million. Industry-friendly messages that pharmaceutical companies are currently perpetuating reassure physicians that prescribing opioids is safe as long as patients do not have a history of substance abuse or mental illness." She concluded: "It is a misperception to think that most opioid deaths are caused by misuse of opioids are overdoses ... Misuse isn't the problem; use is the problem."

C. Specific Examples of Individual Manufacturer Defendants' Conduct.

221. As described above, Manufacturer Defendants have engaged in a long, egregiously deceptive campaign to shift public (and the medical profession's) opinion about the risks and benefits of prescription opioids for the treatment of chronic non-cancer pain (for which, as explained above, it has no proven application).

222. This conduct was a part of a unified plan, as well as engaged in individually by each Manufacturer Defendant. Representative examples of their conduct follow.

1. Cephalon.

223. Cephalon manufactures, and then markets, sells, and distributes the following Schedule II opioids nationwide, including in Plaintiffs' communities:

- **Actiq (fentanyl citrate).** An opioid analgesic and oral lozenge containing fentanyl citrate, which is 80 times more potent than morphine.⁶⁵ Indicated only for the treatment of breakthrough pain in cancer patients (*i.e.*, pain that "breaks through" medication otherwise effective to control pain") aged 16 and older. Approved by the FDA in 1998 with restrictions on distribution;
- **Fentora (fentanyl buccal).** Rapid-release tablet for breakthrough pain in cancer patients. Approved by the FDA in 2006; and
- **Generic Oxycodone Hydrochloride.** Another opiate agonist.

224. Because of the particular dangers posed by Actiq, in particular, the FDA specifically limited its distribution to cancer patients only, and only those "with malignancies who are already receiving and who are tolerant to opioid therapy for their underlying persistent cancer pain."

225. Further, the FDA explicitly stated that Actiq "must not be used in opioid non-tolerant patients," was contraindicated for the management of acute or postoperative pain, could

⁶⁵ John Carreyrou, *Narcotic "Lollipop" Becomes Big Seller Despite FDA Curbs*, Wall St. J. (Nov. 3, 2006), <https://www.wsj.com/articles/SB116252463810112292>.

be deadly to children, and was “intended to be used only in the care of opioid tolerant cancer patients and only by oncologists and pain specialists who are knowledgeable of and skilled in the use of Schedule II opioids to treat cancer pain.” The FDA also required Actiq to be provided *only* in compliance with a strict risk-management program, limiting the drug’s direct marketing to the approved target audiences: oncologists, pain specialists, and their nurses and office staff.⁶⁶

226. In October 2000, Cephalon acquired the worldwide rights to Actiq and begin selling it in the United States. Cephalon later purchased the rights to Fentora, an even faster-acting fentanyl tablet formulation, and submitted a new application to the FDA in 2005. In September 2006, Cephalon was approved to sell Fentora but—concerned about its power and risks—the FDA limited its approval to treating breakthrough cancer pain already tolerant to opioid therapy. Cephalon began marketing and selling Fentora one month later.

a. Cephalon aggressively marketed a cancer pain drug to physicians who do not treat cancer.

227. Due to the FDA’s restrictions, Actiq’s consumer base was limited, as was its potential for growing revenue. So to increase its revenue and market share, Cephalon needed to find a broader audience, and thus began marketing its drug to treat headaches, back pain, sports injuries, and other chronic non-cancer pain, targeting non-oncology practices—including, but not limited to, pain doctors, general practitioners, migraine clinics, and anesthesiologists. This included, upon information and belief, doctors of those types in and around Plaintiffs’ communities.

228. According to “[d]ata gathered from a network of doctors by research firm ImpactRx between June 2005 and October 2006” (“ImpactRx Survey”), Cephalon sales

⁶⁶ John Carreyrou, *Narcotic “Lollipop” Becomes Big Seller Despite FDA Curbs*, Wall St. J. (Nov. 3, 2006), <https://www.wsj.com/articles/SB116252463810112292>.

representatives' visits to non-oncologists to pitch Actiq increased sixfold between 2002 and 2005. Cephalon representatives would reportedly visit non-oncologists monthly, providing up to 60 or 70 coupons (each coupon was good for six free Actiq lozenges) and encouraging prescribers to try Actiq on their non-cancer patients.⁶⁷

229. Cephalon's efforts paid off. In 2000, Actiq generated \$15 million in sales. By 2002, it attributed a 92% increase in Actiq sales to "a dedicated sales force for ACTIQ" and "ongoing changes to [its] marketing approach including hiring additional sales representatives and targeting our marketing efforts to pain specialists." By 2005, Actiq's sales total had jumped to \$412 million, making the drug—though approved for only a narrow customer base—Cephalon's second-best-selling pharmaceutical. By the end of 2006, Actiq's sales had exceeded \$500 million.⁶⁸

230. Only 1% of the 187,076 prescriptions for Actiq filled at retail pharmacies during the first six months of 2006 were prescribed by oncologists. Results of the ImpactRx Survey suggested that "more than 80 percent of patients who use[d] the drug don't have cancer."⁶⁹

b. Cephalon is found to have falsely marketed Actiq for off-label uses.

231. Beginning in or about 2003, former Cephalon employees filed four whistleblower lawsuits claiming the company had wrongfully marketed Actiq for unapproved, off-label uses. On September 29, 2008, Cephalon finalized and entered into a corporate integrity agreement with the Office of the Inspector General of the U.S. Department of Health and Human Services,

⁶⁷ John Carreyrou, *Narcotic "Lollipop" Becomes Big Seller Despite FDA Curbs*, Wall St. J. (Nov. 3, 2006), <https://www.wsj.com/articles/SB116252463810112292>.

⁶⁸ *Id.*; Cephalon, Inc. Annual Report (Form 10-K), at 28 (Mar. 31, 2003), <https://www.sec.gov/Archives/edgar/data/873364/000104746903011137/a2105971z10-k.htm>.

⁶⁹ John Carreyrou, *Narcotic "Lollipop" Becomes Big Seller Despite FDA Curbs*, Wall St. J. (Nov. 3, 2006), <https://www.wsj.com/articles/SB116252463810112292>.

agreeing to pay \$425 million in civil and criminal penalties for its off-label marketing of Actiq (as well as two non-opioid drugs, Gabitril and Provigil).

232. According to a Department of Justice press release, Cephalon trained sales representatives to disregard restrictions of the FDA-approved label, employed sales representatives and healthcare professionals to speak to physicians about off-label uses of the three drugs, and funded CMEs to promote off-label uses. Specifically, the DOJ stated:

From 2001 through at least 2006, Cephalon was allegedly promoting [Actiq] for non-cancer patients to use for such maladies as migraines, sickle-cell pain crises, injuries, and in anticipation of changing wound dressings or radiation therapy. Cephalon also promoted Actiq for use in patients who were not yet opioid-tolerant, and for whom it could have life-threatening results.⁷⁰

233. Upon information and belief, the government's investigation uncovered documents confirming that Cephalon directly targeted non-oncology practices and pushed its sales reps to market Actiq for off-label uses. Specifically, it found documents demonstrating Cephalon: (1) instructed sales representatives to give physicians free Actiq coupons even if they said they did not treat patients with cancer pain; (2) targeted neurologists in order to encourage them to prescribe Actiq for the treatment of migraines; (3) had (and knew that) sales representatives utilizing outside pain management specialists to pitch Actiq, who would falsely inform physicians that Actiq does not cause a 'high' in patients and carries a low risk of diversion; (4) set sales quotas that could not have been met merely by promoting it for the drug's approved uses; (5) promoted using higher doses of Actiq than patients required; and (6) funded

⁷⁰ Press Release, U.S. Department of Justice, Pharmaceutical Company Cephalon To Pay \$425 Million For Off-Label Drug Marketing (Sept. 29, 2008), <https://www.justice.gov/archive/usao/pae/News/2008/sep/cephalonrelease.pdf>

and controlled CME seminars that promoted and misrepresented the efficacy of the drug for off-label uses, such as treating migraine headaches and for non-opioid-tolerant patients.⁷¹

234. Yet this had little, if any, impact on Cephalon. It continued with its deceptive marketing strategy for Actiq and Fentora in the years to come.

c. Cephalon focused on non-cancer treating physicians in falsely marketing Fentora.

235. Fentora, like Actiq, was indicated to treat only breakthrough cancer pain. But from the time it introduced Fentora to the market in October 2006, Cephalon targeted non-cancer doctors, falsely represented Fentora as a safe, effective off-label treatment for non-cancer pain, and continued its misinformation campaign about the safety and non-addictiveness of Fentora, specifically, and prescription opioids, generally. In fact, Cephalon targeted many of the same doctors that it had targeted with its off-label marketing of Actiq, simply substituting Fentora.

236. During an investor earnings call shortly after Fentora's launch, Cephalon's CEO described the "opportunity" presented by Fentora for sales to non-cancer pain-treating doctors:

The other opportunity of course is the prospect for Fentora outside of cancer pain, in indications such as breakthrough lower back pain and breakthrough neuropathic pain.

[....] Of all the patients taking chronic opioids, 32% of them take that medication to treat back pain, and 30% of them are taking their opioids to treat neuropathic pain. In contrast only 12% are taking them to treat cancer pain, 12%.

[....] We have had a strong launch of Fentora and continue to grow the product aggressively. Today, that growth is coming from the physicians and patient types that we have identified through our efforts in the field over the last seven years. In the future, with new and broader indications and a much bigger field force presence, the opportunity that Fentora represents is enormous.

⁷¹ John Carreyrou, *Cephalon Used Improper Tactics to Sell Drug, Probe Finds*, Wall St. J. (Nov. 21, 2006), <https://www.wsj.com/articles/SB116407880059829145>.

d. *The federal government warns Cephalon again about marketing Fentora for off-label uses, and Cephalon refuses to listen.*

237. On September 27, 2007, the FDA issued a public health advisory to address numerous reports that patients who did not have cancer or were not opioid tolerant had been prescribed Fentora, and that death or life-threatening side effects had resulted. The FDA warned: “Fentora should not be used to treat any type of short-term pain.”⁷²

238. Nevertheless, in 2008, Cephalon pushed forward to expand the target base for Fentora and filed a supplemental drug application requesting FDA approval of Fentora for the treatment of non-cancer breakthrough pain. In the application and supporting presentations to the FDA, Cephalon admitted both that it knew that the drug was heavily prescribed for off-label use and that the drug’s safety for such use had never been clinically evaluated.⁷³

239. An FDA advisory committee lamented that Fentora’s existing risk-management program was ineffective and stated that Cephalon would have to institute a risk evaluation and mitigation strategy for the drug before the FDA would consider broader label indications. In response, Cephalon revised Fentora’s label and medication guide to add strengthened warnings. But in 2009, the FDA once again informed Cephalon that the risk-management program was not sufficient to ensure the safe use of Fentora for already approved indications.

240. On March 26, 2009, the FDA warned Cephalon against its misleading advertising of Fentora (“Warning Letter”). The Warning Letter described a Fentora Internet advertisement as

⁷² Press Release, U.S. Food & Drug Administration, Public Health Advisory: Important Information for the Safe Use of Fentora (fentanyl buccal tablets) (Sept. 26, 2007), <https://www.fda.gov/Drugs/DrugSafety/PostmarketDrugSafetyInformationforPatientsandProviders/ucm051273.htm>.

⁷³ *FENTORA*[®] (*fentanyl buccal tablet*) CII, Joint Meeting of Anesthetic and Life Support Drugs and Drug Safety and Risk Management Advisory Committee, U.S. Food & Drug Administration (May 6, 2008), <https://www.fda.gov/ohrms/dockets/ac/08/briefing/2008-4356b2-02-Cephalon.pdf>.

misleading because it deceptively broadened “the indication for Fentora by implying that any patient with cancer who requires treatment for breakthrough pain is a candidate for Fentora ... when this is not the case.” Rather, Fentora was only indicated for those who were already opioid tolerant. The FDA further criticized Cephalon’s other direct Fentora advertisements because they did not disclose the risks associated with the drug.

241. Flagrantly disregarding the FDA’s refusal to approve Fentora for chronic non-cancer pain and its warning against marketing the drug for the same, Cephalon continued to use the same sales tactics to push Fentora as it did with Actiq.

242. For example, on January 13, 2012, Cephalon published an insert in the periodical *Pharmacy Times* titled “An Integrated Risk Evaluation and Mitigation Strategy (REMS) for FENTORA (Fentanyl Buccal Tablet) and ACTIQ (Oral Transmucosal Fentanyl Citrate).” Despite repeated warnings of dangers associated with the use of the drugs beyond their limited indication, as detailed above, the first sentence of the insert says: “*It is well recognized that the judicious use of opioids can facilitate effective and safe management of chronic pain.*”⁷⁴

e. Cephalon funded false publications and presentations.

243. In addition to its direct marketing efforts, Cephalon indirectly marketed its prescription opioids through third parties to change the way doctors viewed and prescribed opioids, disseminating the unproven and deceptive messages that opioids were safe for the treatment of chronic long-term non-cancer pain, that they were non-addictive, and that they were woefully under-prescribed to the detriment of patients who were needlessly suffering.

⁷⁴ An Integrated Risk Evaluation and Mitigation Strategy (REMS) for FENTORA (Fentanyl Buccal Tablet) and ACTIQ (Oral Transmucosal Fentanyl Citrate), *Pharmacy Times* (Jan. 13, 2012), <http://www.pharmacytimes.com/publications/issue/2012/january2012/r514-jan-12-rem>s).

244. It did so by sponsoring pro-opioid Front Groups, misleading prescription guidelines, articles, and CMEs, and paying physicians thousands of dollars every year to publicly opine that opioids were safe, effective, and non-addictive for a wide variety of uses.

245. Cephalon sponsored numerous CMEs, which were made widely available through organizations like Medscape, LLC (“Medscape”) and which disseminated false and misleading information to physicians in Plaintiffs’ communities and across the country.

246. For example, a 2003 Cephalon-sponsored CME presentation titled “Pharmacologic Management of Breakthrough or Incident Pain” and posted on Medscape in February 2003, instructed viewers that that:

[C]hronic pain is often undertreated, particularly in the noncancer patient population ... The continued stigmatization of opioids and their prescription, coupled with often unfounded and self-imposed physician fear of dealing with the highly regulated distribution system for opioid analgesics, remains a barrier to effective pain management and must be addressed. Clinicians intimately involved with the treatment of patients with chronic pain recognize that the majority of suffering patients lack interest in substance abuse. In fact, patient fears of developing substance abuse behaviors such as addiction often lead to undertreatment of pain. The concern about patients with chronic pain becoming addicted to opioids during long-term opioid therapy may stem from confusion between physical dependence (tolerance) and psychological dependence (addiction) that manifests as drug abuse.⁷⁵

247. Another Cephalon-sponsored CME presentation titled “Breakthrough Pain: Treatment Rationale with Opioids” was available on Medscape starting September 16, 2003, and was given by a self-professed pain management doctor who “previously operated back, complex pain syndromes, the neuropathies, and interstitial cystitis.” He describes the pain process as a

⁷⁵ Michael J. Brennan, et al., *Pharmacologic Management of Breakthrough or Incident Pain*, Medscape, (last visited Mar. 1, 2018), available at <https://www.medscape.org/viewarticle/449803>.

non-time-dependent continuum that requires a balanced analgesia approach using “targeted pharmacotherapeutics to affect multiple points in the pain-signaling pathway.”⁷⁶ The doctor lists fentanyl as one of the most effective opioids available for treating breakthrough pain, describing its use as an expected and normal part of the pain management process.

248. Nowhere in the CME was cancer or cancer-related pain even mentioned.

249. Dr. Stephen H. Landy (“Landy”) authored a 2004 CME available on Medscape titled “Oral Transmucosal Fentanyl Citrate for the Treatment of Migraine Headache Pain In Outpatients: A Case Series.” The manuscript preparation was supported by Cephalon. Landy describes the findings of a study of fentanyl citrate for the use of migraine headache pain and concluded that “OTFC rapidly and significantly relieved acute, refractory migraine pain in outpatients ... and was associated with high patient satisfaction ratings.”⁷⁷

250. Based on an analysis of publicly available data, Cephalon paid Landy approximately \$190,000 in 2009–2010 alone, and tens of thousands of dollars in the years that followed.

251. In 2006, Cephalon sponsored a review of scientific literature to create additional fentanyl-specific dosing guidelines titled “Evidence-Based Oral Transmucosal Fentanyl Citrate (OTFC®) Dosing Guidelines.”⁷⁸ The article purports to review the evidence for dosing and the efficacy of oral transmucosal fentanyl citrate in the management of pain, and produces dosing guidelines for both cancer and non-cancer patients. In pertinent part, it states:

⁷⁶ Daniel S. Bennett, *Breakthrough Pain: Treatment Rationale With Opioids*, Medscape, (last visited Mar. 1, 2018), available at <https://www.medscape.org/viewarticle/461612>.

⁷⁷ See Stephen H. Landy, *Oral Transmucosal Fentanyl Citrate for the Treatment of Migraine Headache Pain In Outpatients: A Case Series*, 44 *Headache* 8 (2004).

⁷⁸ Gerald M. Aronoff, et al., *Evidence-Based Oral Transmucosal Fentanyl Citrate (OTFC) Dosing Guidelines*, 6 *Pain Med.* 305 (Aug. 2005).

Oral transmucosal fentanyl citrate has a proven benefit in treating cancer-associated breakthrough pain in opioid-tolerant patients with cancer, which is the Food and Drug Administration (FDA)-approved indication for Actiq. Pain medicine physicians have also used OTFC successfully to provide rapid pain relief in moderate to severe noncancer pain in both opioid-tolerant and opioid-nontolerant patients.

252. Deeper into the article, the authors attempt to assuage doctors' concerns regarding possible overdose and respiratory distress in non-cancer patients by arguing "[t]here is no evidence that opioid safety and efficacy differs in opioid-tolerant patients with chronic noncancer pain." Regarding the use of fentanyl to treat non-opioid-tolerant patients, the article's authors stated:

[...] OTFC might also be used cautiously and safely for acute pain experienced by patients who are not opioid tolerant. Parenteral opioids are routinely used for acute pain in patients who are not opioid tolerant. Examples include episodic pain (i.e., refractory migraine pain, recurrent renal calculi, etc.) and acute pain that follows surgery, trauma, or painful procedures (burn dressing change, bone marrow aspiration, lumbar puncture). Assuming that clinical experience with IV morphine in patients who are not opioid tolerant can be extrapolated, OTFC should be safe and efficacious in such settings as well.

253. Through its sponsorship of the FSMB's *Responsible Opioid Prescribing: A Physician's Guide*, Cephalon continued to encourage the prescribing of opioid medication to "reverse ... and improve" patient function, attributing patients' displays of traditional drug-seeking behaviors as merely "pseudoaddiction."

254. Cephalon also disseminated its false messaging through speakers' bureaus and publications. For example, at an AAPM annual meeting held February 22–25, 2006, Cephalon sponsored a presentation by KOL Dr. Webster titled "Open-label study of fentanyl effervescent buccal tablets in patients with chronic pain and breakthrough pain: Interim safety results." The presentation's agenda description states: "Most patients with chronic pain experience episodes of

breakthrough pain (BTP), yet no currently available pharmacologic agent is ideal for its treatment.” The presentation purports to cover a study analyzing the safety of a new form of fentanyl buccal tablets in the chronic pain setting, promising to show that “[i]nterim results of this study suggest [fentanyl] is safe and well-tolerated in patients with chronic pain and BTP.”

255. In the March 2007 article titled *Impact of Breakthrough Pain on Quality of Life in Patients with Chronic, Noncancer Pain: Patient Perceptions and Effect of Treatment with Oral Transmucosal Fentanyl Citrate*, published in *Pain Medicine*, physicians paid by Cephalon (including KOL Webster) described the results of a Cephalon-sponsored study seeking to expand the definition of BTP to the chronic, non-cancer setting.⁷⁹ The authors stated that the “OTFC has been shown to relieve BTP more rapidly than conventional oral, normal-release, or ‘short acting’ opioids” and that “[t]he purpose of [the] study was to provide a qualitative evaluation of the effect of BTP on the [quality of life] of noncancer pain patients.” The number-one-diagnosed cause of chronic pain in the patients studied was back pain (44%), followed by musculoskeletal pain (12%), and head pain (7%).

256. The article cites the ever-present KOL Dr. Portenoy and recommends fentanyl for non-cancer patients with breakthrough pain:

In summary, BTP [breakthrough pain] appears to be a clinically important condition in patients with chronic noncancer pain and is associated with an adverse impact on [quality of life]. This qualitative study on the negative impact of BTP and the potential benefits of BTP-specific therapy suggests several domains that may be helpful in developing BTP-specific, [quality of life] assessment tools.

⁷⁹ Donald R. Taylor, et al., *Impact of Breakthrough Pain on Quality of Life in Patients With Chronic, Noncancer Pain: Patient Perceptions and Effect of Treatment With Oral Transmucosal Fentanyl Citrate (OTFC, ACTIQ)*, 8 *Pain Med.* 281 (Mar. 2007).

257. Cephalon also sponsored, through an educational grant, the regularly published journal *Advances in Pain Management*. An example 2008 issue of the journal shows there are numerous articles from KOLs like Dr. Portenoy, Dr. Webster, Dr. Steven Passik, and Dr. Kenneth L. Kirsh, all advancing the safety and efficacy of opioids. In the introductory editorial, entitled *Treatment of Pain with Opioids and the Risk of Opioid Dependence: the Search for a Balance*, the editor expresses disdain for the prior 20 years of “opioid phobia.”

258. In another article from the same issue, *Appropriate Prescribing of Opioids and Associated Risk Minimization*, Passik and Kirsh state: “[c]hronic pain, currently experienced by approximately 75 million Americans, is becoming one of the biggest public health problems in the US.” They assert that addiction is rare, that “[m]ost pain specialists have prescribed opioids for long periods of time with success demonstrated by an improvement in function,” and that then-recent work had shown “that opioids do have efficacy for subsets of patients who can remain on them long term and have very little risk of addiction.”⁸⁰

259. Cephalon sponsored another CME written by KOL Dr. Webster and M. Beth Dove, titled “Optimizing Opioid Treatment for Breakthrough Pain” and offered on Medscape from September 28, 2007 through December 15, 2008. The CME taught that non-opioid analgesics and combination opioids containing non-opioids such as aspirin and acetaminophen are less effective at treating breakthrough pain than pure opioid analgesics because of dose limitations on the non-opioid component.⁸¹

⁸⁰ Steven D. Passik & Kenneth L. Kirsh, *Appropriate Prescribing of Opioids and Associated Risk Minimization*, 2 *Advances in Pain Management* 9 (2008).

⁸¹ Lynn Webster, *Optimizing Opioid Treatment for Breakthrough Pain*, Medscape (last visited Mar. 1, 2018), available at <http://www.medscape.org/viewarticle/563417>.

260. KOL Dr. Perry Fine authored a Cephalon-sponsored CME titled *Opioid-Based Management of Persistent and Breakthrough Pain*, with Drs. Christine A. Miaskowski and Michael J. Brennan.⁸² Cephalon paid to have this CME published in a “Special Report” supplement of the journal *Pain Medicine News* in 2009. The CME targeted a wide variety of non-oncologist healthcare providers who treat patients with chronic pain with the objective of educating “health care professionals about a semi-structured approach to the opioid-based management of persistent and breakthrough pain,” including the use of fentanyl.

261. The CME purports to analyze the “combination of evidence- and case-based discussions” and ultimately concludes that:

Chronic pain is a debilitating biopsychosocial condition prevalent in both cancer and noncancer pain populations. Opioids have an established role in pain related to cancer and other advanced medical illnesses, as well as an increasing contribution to the long-term treatment of carefully selected and monitored patients with certain [chronic noncancer pain] conditions. *All individuals with chronic, moderate to severe pain associated with functional impairment should be considered for a trial of opioid therapy*, although not all of them will be selected.

262. In November 2010, Dr. Perry Fine and others published an article presenting the results of another Cephalon-sponsored study titled “Long-Term Safety and Tolerability of Fentanyl Buccal Tablet for the Treatment of Breakthrough Pain in Opioid-Tolerant Patients with Chronic Pain: An 18-Month Study.” The article acknowledges that: (a) “[t]here has been a steady increase in the use of opioids for the management of chronic noncancer pain over the past two decades”; (b) the “widespread acceptance” of opioids had led to the publishing of practice

⁸² Perry G. Fine, et al., *Long-Term Safety And Tolerability Of Fentanyl Buccal Tablet For The Treatment Of Breakthrough Pain In Opioid-Tolerant Patients With Chronic Pain: An 18-Month Study*, 40 J. Pain Symptom Mgmt. 747 (2010).

guidelines “to provide evidence- and consensus-based recommendations for the optimal use of opioids in the management of chronic pain”; and, incredibly, (c) *those guidelines lacked “data assessing the long-term benefits and harms of opioid therapy for chronic pain.”*⁸³

263. Cephalon sponsored the APF’s guide warning against a purported under-prescribing of opioids, which taught addiction is rare and suggested opioids have “no ceiling dose,” making them the most appropriate treatment for severe pain.

264. Cephalon was also one of several opioid manufacturers who paid 14 of 21 panel members responsible for drafting the 2009 American Pain Society and American Academy of Pain Medicine opioid treatment guidelines, described above.

265. Finally upon information and belief, the governmental whistleblower investigation into Actiq revealed that two studies touted by Cephalon had tested fewer than 28 patients and had no control group whatsoever.⁸⁴ (A 2012 article evaluating the then-current status of transmucosal fentanyl tablet formulations for the treatment of breakthrough cancer pain noted that clinical trials to date used varying criteria, that “the approaches taken ... [did] not uniformly reflect clinical practice” and that “the studies ha[d] been sponsored by the manufacturer and so ha[d] potential for bias.”⁸⁵)

⁸³ Perry G. Fine, et al., *Long-Term Safety and Tolerability of Fentanyl Buccal Tablet for the Treatment of Breakthrough Pain in Opioid-Tolerant Patients with Chronic Pain: An 18-Month Study*, 40 J. Pain & Symptom Management 747 (Nov. 2010).

⁸⁴ John Carreyrou, *Cephalon Used Improper Tactics to Sell Drug, Probe Finds*, Wall St. J. (Nov. 21, 2006), <https://www.wsj.com/articles/SB116407880059829145>.

⁸⁵ Eric Prommer & Brandy Fleck, *Fentanyl transmucosal tablets: current status in the management of cancer-related breakthrough pain*, 2012 Patient Preference and Adherence 465 (June 2012).

266. Broadly, Cephalon has paid doctors—including Portenoy, Webster, Fine, Passik, Kirsh, Landy, and others—nationwide millions of dollars since 2000 for programming and content relating to its opioids, many of whom were not oncologists nor have treated cancer pain. Cephalon has also made thousands of payments to physicians nationwide, including to physicians in Plaintiffs’ communities, for activities including participating on speakers’ bureaus, providing consulting services, and other services.

267. Meanwhile, data collected by ProPublica shows that Illinois doctors prescribed over \$600,000 worth of Fentora in 2015 through the Medicare Part D program alone, and, upon information and belief, millions of dollars’ worth of Fentora and Actiq through private insurance. Upon information and belief, doctors in Plaintiffs’ communities have written prescriptions for hundreds of thousands of dollars’ worth of Cephalon’s prescription opioid products since their release.

2. Janssen.

268. Janssen manufactures, and then markets, sells, and distributes the following Schedule II narcotics nationwide, including in Plaintiffs’ communities:

- **Duragesic (fentanyl).** Opioid analgesic in the form of a skin patch containing a gel form of fentanyl, delivered at a regulated rate for up to 72 hours. First approved by the FDA in August 1990;
- **Nucynta (tapentadol hydrochloride).** An immediate-release opioid agonist for the management of moderate to severe *acute* pain; and
- **Nucynta ER.** An extended release version of Nucynta, indicated for severe pain.

269. Janssen introduced Duragesic to the market in late 1990. It is indicated for the “management of pain in opioid-tolerant patients, severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate.” Janssen also markets and sells Nucynta, which was first approved by the FDA in 2008. It was formulated in tablet form and in an oral solution, and indicated for the “relief of moderate to

severe acute pain in patients 18 years of age or older.”

270. Additionally, Janssen markets Nucynta ER, which was first approved by the FDA in 2011 in tablet form. Initially, Nucynta ER was indicated for the “management of ... pain severe enough to require daily, around-the-clock, long-term opioid treatment and for which alternative treatment options are inadequate.” This pain indication was later altered to “management of moderate to severe chronic pain in adults” and “neuropathic pain associated with diabetic peripheral neuropathy (DPN) in adults.”

271. Janssen sold Nucynta and Nucynta ER to the company Depomed in 2015 for \$1.05 billion.

a. The FDA tells Janssen: your ads are deceptive.

272. On February 15, 2000, the FDA sent Janssen a letter concerning the alleged dissemination of “homemade” promotional pieces that promoted Duragesic in violation of the Federal Food, Drug, and Cosmetic Act. In a subsequent letter, dated March 30, 2000, the FDA explained that the “homemade” promotional pieces were “false or misleading because they contain misrepresentations of safety information, broaden Duragesic’s indication, contain unsubstantiated claims, and lack fair balance.”

273. The March 30, 2000 letter identified specific violations, including misrepresentations that Duragesic had a low potential for abuse:

You present the claim, “Low abuse potential!” This claim suggests that Duragesic has less potential for abuse than other currently available opioids. However, this claim has not been demonstrated by substantial evidence. Furthermore, this claim is contradictory to information in the approved product labeling (PI) that states, “Fentanyl is a Schedule II controlled substance and can produce

drug dependence similar to that produced by morphine.” *Therefore, this claim is false or misleading.*⁸⁶

274. The letter also stated that the promotional materials represented that Duragesic was “more useful in a broader range of conditions or patients than has been demonstrated by substantial evidence.” Specifically, the FDA stated that Janssen was marketing Duragesic for indications beyond what it was approved for:

You present the claim, “It’s not just for end stage cancer anymore!” This claim suggests that Duragesic can be used for any type of pain management. However, the PI for Duragesic states, “Duragesic (fentanyl transdermal system) is indicated in the management of chronic pain in patients who require continuous opioid analgesia for pain that cannot be managed by lesser means” ... Therefore, the suggestion that Duragesic can be used for any type of pain management promotes Duragesic[] for a much broader use than is recommended in the PI, and thus, is misleading. In addition, the suggestion that Duragesic can be used to treat any kind of pain is contradictory to the boxed warning in the PI.

275. Finally, the March 30, 2000 letter states Janssen failed to adequately present “contraindications, warnings, precautions, and side effects with a prominence and readability reasonably comparable to the presentation of information relating to the effectiveness of the product”:

Although this piece contains numerous claims for the efficacy and safety of Duragesic, *you have not presented any risk information concerning the boxed warnings, contraindications, warnings, precautions, or side effects associated with Duragesic’s use* ... Therefore, this promotional piece is lacking in fair balance, or otherwise misleading, because it fails to address important risks and restrictions associated with Duragesic.

276. On September 2, 2004, the U.S. Department of Health and Human Services (“HHS”) sent Janssen a warning letter about Duragesic due to “false or misleading claims about

⁸⁶ NDA 19-813 Letter from Spencer Salis, U.S. Food & Drug Administration, to Cynthia Chianese, Janssen Pharmaceutica, at 2 (Mar. 30, 2000).

the abuse potential and other risks of the drug, and ... unsubstantiated effectiveness claims for Duragesic,” including, specifically, “suggesting that Duragesic has a lower potential for abuse compared to other opioid products.”

277. The September 2, 2004 letter warned Janssen regarding the company’s claims that Duragesic had a low reported rate of mentions in the Drug Abuse Warning Network (“DAWN”) as compared to other opioids. DAWN was a public health surveillance system—discontinued in 2011—that monitored drug-related visits to hospital emergency rooms and drug-related deaths. The letter stated Janssen’s claim about low reported mentions was false or misleading because it was not based on substantial data, and because the lower rate of mentions was likely attributable to Duragesic’s lower frequency of use compared to other opioids listed in DAWN:

The file card presents the prominent claim, “Low reported rate of mentions in DAWN data,” along with Drug Abuse Warning Network (DAWN) data comparing the number of mentions for Fentanyl/combinations (710 mentions) to other listed opioid products, including Hydrocodone/combinations (21,567 mentions), Oxycodone/combinations (18,409 mentions), and Methadone (10,725 mentions). The file card thus suggests that Duragesic is less abused than other opioid drugs.

This is false or misleading for two reasons. First, we are not aware of substantial evidence or substantial clinical experience to support this comparative claim. The DAWN data cannot provide the basis for a valid comparison among these products. As you know, DAWN is not a clinical trial database. [I]t is a national public health surveillance system that monitors drug-related emergency department visits and deaths. If you have other data demonstrating that Duragesic is less abused, please submit them.

Second, Duragesic is not as widely prescribed as other opioid products. As a result, the relatively lower number of mentions could be attributed to the lower frequency of use, and not to a lower incidence of abuse. The file card fails to disclose this information.⁸⁷

⁸⁷ Warning Letter from Thomas W. Abrams, U.S. Department of Health and Human Services, to Ajit Shetty, Janssen Pharmaceutica, Inc., at 2 (Sept. 2, 2004).

278. The September 2, 2004 letter also details a series of unsubstantiated, false, or misleading claims regarding Duragesic's effectiveness. The letter concludes that various claims made by Janssen were insufficiently supported, including:

- “Demonstrated effectiveness in chronic back pain with additional patient benefits, ... 86% of patients experienced overall benefit in a clinical study based on: pain control, disability in ADLs, quality of sleep.”;
- “All patients who experienced overall benefit from DURAGESIC would recommend it to others with chronic low back pain.”;
- “Significantly reduced nighttime awakenings.”;
- “Significant improvement in disability scores as measured by the Oswestry Disability Questionnaire and Pain Disability Index.”;
- “Significant improvement in physical functioning summary score.”; and
- “Significant improvement in social functioning.”

279. In addition, the September 2, 2004 letter identifies “*outcome claims [that] are misleading because they imply that patients will experience improved social or physical functioning or improved work productivity when using Duragesic.*” The claims included “[w]ork, uninterrupted,” “[l]ife, uninterrupted,” “[g]ame, uninterrupted,” “[c]hronic pain relief that supports functionality,” “[h]elps patients think less about their pain,” and “[i]mprove[s] ... physical and social functioning.” The September 2, 2004 letter states: “Janssen has not provided references to support these outcome claims. We are not aware of substantial evidence or substantial clinical experience to support these claims.”

280. On July 15, 2005, the FDA issued a public health advisory warning doctors of deaths resulting from the use of Duragesic and its generic competitor, manufactured by the company Mylan N.V. The advisory noted that the FDA had been “examining the circumstances of product use to determine if the reported adverse events may be related to inappropriate use of the patch” and noted the possibility “that patients and physicians might be unaware of the risks”

of using the fentanyl transdermal patch, which is a potent opioid analgesic meant to treat chronic pain that does not respond to other painkillers.⁸⁸

281. Regardless, even after receiving these letters, Janssen instructed sales representatives—including those in Illinois—to market Duragesic as having better efficacy, better tolerability, and better patient compliance because it was a patch instead of a pill. Illinois sales representatives were instructed, upon information and belief, to tell doctors that the patch provided better control in the event of patient opioid abuse because patients could not increase the patch dosage. However, sales representatives were aware of patients who increased the dosage by applying more than one patch at a time and were also aware that some patients abused the patch by freezing, then chewing on it.

282. Upon information and belief, Janssen sales representatives were told that information about the manner in which certain patients abused Duragesic patches was not what the company wanted to focus on in communications with doctors.

b. Janssen funded false publications and presentations.

283. Despite these repeated warnings, Janssen continued to falsely market the risks of its prescription opioids. In 2009, PriCara, a “Division of Ortho-McNeil-Janssen Pharmaceuticals, Inc.,” sponsored a brochure entitled “Finding Relief: Pain Management for Older Adults” that was aimed at potential patients. The brochure included a free DVD featuring actress Kathy Baker, who played a doctor in the popular television series *Picket Fences*.

284. The brochure represented that it was a source for older adults to gain accurate information about treatment options for effective pain relief:

⁸⁸ Katrina Woznicki, *FDA Issues Warning On Fentanyl Skin Patch*, MedPageToday (July 15, 2015), <https://www.medpagetoday.com/productalert/prescriptions/1370>.

This program is aimed specifically at older adults and what they need to know to get effective pain relief. You will learn that there are many pathways to this relief ... You will learn about your options for pain management and how to find the treatment that's right for you. By learning more about pain and the many ways it can be treated, you are taking solid steps toward reducing the pain you or a loved one may be feeling.⁸⁹

285. Despite representing itself as a source of accurate information, the brochure included false and misleading information about opioids, including, incredibly, a section seeking to dispel purported “myths” about opioid usage:

Opioid Myths

Myth: Opioid medications are always addictive.

Fact: Many studies show that opioids are rarely addictive when used properly for the management of chronic pain.

Myth: Opioids make it harder to function normally.

Fact: When used correctly for appropriate conditions, opioids may make it easier for people to live normally.

Myth: Opioid doses have to get bigger over time because the body gets used to them.

Fact: Unless the underlying cause^{SEP} of your pain gets worse (such as with cancer or arthritis), you will probably remain on the same dose or need only small increases over time.

286. Among the “Partners” listed in “Finding Relief: Pain Management for Older Adults” are the Front Groups AAPM and AGS, both of which have received funding from Janssen.

287. In addition, Janssen disseminated false information about opioids on the website Prescribe Responsibly, which remains publicly accessible at www.prescriberesponsibly.com. According to the website’s legal notice, all content on the site “is owned or controlled by

⁸⁹ *Finding Relief: Pain Management for Older Adults* (2009).

Janssen.”⁹⁰ The website includes numerous false or misleading representations concerning the relative safety of opioids and omissions of the risks associated with taking them. For example, it states that while practitioners are often concerned about prescribing opioids due to “questions of addiction,” such concerns “are often overestimated. According to clinical opinion polls, true addiction occurs only in a small percentage of patients with chronic pain who receive chronic opioid analgesic ... therapy.”⁹¹

288. Further, the website states that “many patients often develop tolerance to most of the opioid analgesic-related side effects,” and repeats the scientifically unsupported discussion of “pseudoaddiction” as “a syndrome that causes patients to seek additional medications due to inadequate pharmacotherapy being prescribed. Typically when the pain is treated appropriately, the inappropriate behavior ceases.”⁹²

289. Janssen has, like the other Manufacturer Defendants, made thousands of payments to physicians nationwide, including to physicians in Plaintiffs’ communities, for activities including participating on speakers’ bureaus, providing consulting services, assisting in post-marketing safety surveillance, and other services.

290. According to data collected by ProPublica, in 2015, Illinois doctors prescribed over \$750,000 worth of Duragesic, more than \$850,000 worth of Nucynta, and more than \$900,000 worth of Nucynta ER to patients insured by Medicare Part D alone, and, upon

⁹⁰ Prescribe Responsibly, *Legal Notice* (last visited Mar. 1, 2018), <http://www.prescriberesponsibly.com/legal-notice>.

⁹¹ Prescribe Responsibly, *Use of Opioid Analgesics in Pain Management* (last visited Mar. 1, 2018), <http://www.prescriberesponsibly.com/articles/opioid-pain-management>.

⁹² Prescribe Responsibly, *Use of Opioid Analgesics in Pain Management* (last visited Mar. 1, 2018), <http://www.prescriberesponsibly.com/articles/opioid-pain-management>; Prescribe Responsibly, *What a Prescriber Should Know Before Writing the First Prescription* (last visited Mar. 1, 2018), <http://www.prescriberesponsibly.com/articles/before-prescribing-opioids>.

information and belief, millions of dollars' worth of these drugs through private insurance. Upon information and belief, doctors have prescribed hundreds of thousands of dollars' worth of Janssen's opioid products in Plaintiffs' communities since they were put on the market.

3. Endo.

291. Endo manufactures, and then markets, sells, and distributes the following Schedule II prescription opioids nationwide, including in Plaintiffs' communities:

- **Opana** (oxymorphone hydrochloride). An opioid agonist approved by the FDA in 2006. An extended release version, **Opana ER**, was also approved in 2006;
- **Percodan** (oxycodone hydrochloride and aspirin). Endo's branded oxycodone tablet. Approved by the FDA in 1950, first marketed in 2004;
- **Percocet** (oxycodone and acetaminophen). Another branded oxycodone tablet. First approved by the FDA in 1999, first marketed in 2006; and
- **Oxycodone, Oxymorphone, Hydromorphone, Hydrocodone**. Endo manufactures and sells generic versions of these prescription opioids.

292. The FDA first approved an injectable form of Opana in 1959. The injectable form of Opana was indicated "for the relief of moderate to severe pain" and "for preoperative medication, for support of anesthesia, for obstetrical analgesia, and for relief of anxiety in patients with dyspnea associated with pulmonary edema secondary to acute left ventricular dysfunction."

293. However, oxymorphone drugs were removed from the market in the 1970s due to widespread abuse.⁹³

294. In 2006, the FDA approved a tablet form of Opana in 5 mg and 10 mg strengths. The tablet form was "indicated for the relief of moderate to severe acute pain where the use of an

⁹³ John Fauber & Kristina Fiore, *Opana Gets FDA Approval Despite History of Abuse, Limited Effectiveness in Trials*, Milwaukee Journal Sentinel (May 9, 2015), <http://archive.jsonline.com/watchdog/watchdogreports/opana-gets-fda-approval-despite-history-of-abuse-limited-effectiveness-in-trials-b99494132z1-303198321.html/>

opioid is appropriate.” Also in 2006, the FDA-approved Opana ER, an extended release tablet version of Opana available in 5 mg, 10 mg, 20 mg and 40 mg tablet strengths. Opana ER was indicated “for the relief of moderate to severe pain in patients requiring continuous, around-the-clock opioid treatment for an extended period of time.”

295. Endo’s goal was to use Opana ER to take market share away from OxyContin. Thus it was marketed as being safer—with less abuse potential than OxyContin—because it was crush-resistant.

296. According to Endo’s annual reports, sales of Opana and Opana ER regularly generate several hundred million dollars in annual revenue for the company.

a. Endo falsely marketed Opana ER as crush-resistant.

297. In December 2011, the FDA approved a reformulated version of Opana ER, which Endo claimed offered “safety advantages” over the original formulation because the latter “is resistant to crushing by common methods and tools employed by abusers of prescription opioids ... [and] is less likely to be chewed or crushed even in situations where there is no intent for abuse, such as where patients inadvertently chew the tablets, or where caregivers attempt to crush the tablets for easier administration with food or by gastric tubes, or where children accidentally gain access to the tablets.”

298. Endo publicized the reformulated version of Opana ER as “crush-resistant.” To combat the fear of opioids, sales representatives touted it to doctors as a safer option due to its crush-resistance and extended release formulation.

299. However, in October 2012, the CDC issued a health alert noting that fifteen people in Tennessee had contracted thrombotic thrombocytopenic purpura, a rare blood-clotting disorder, after injecting reformulated Opana ER. In response, Endo’s chief scientific officer

stated that while Endo was looking into the data, he was not especially concerned: “Clearly, we are looking into this data ... but it’s in a very, very distinct area of the country.”⁹⁴

300. Shortly thereafter, the FDA determined that Endo’s conclusions about the purported safety advantages of the reformulated Opana ER were unfounded. In a May 10, 2013 letter to Endo, the FDA found that the tablet was still vulnerable to “cutting, grinding, or chewing,” “can be prepared for insufflation (snorting) using commonly available tools and methods,” and “can [be readily] prepared for injection.” It also warned that preliminary data suggested “the troubling possibility that a higher percentage of reformulated Opana ER abuse is via injection than was the case with the original formulation.”

301. A 2014 study co-authored by an Endo medical director corroborated the FDA’s warning. This 2014 study found that while overall abuse of Opana had fallen following Opana ER’s reformulation, it also found that injection had become the preferred way of abusing the drug. However, the study posited that it was not possible to draw a causal link between the reformulation and injection abuse.

302. The study’s—and Endo’s—failure to adequately warn healthcare providers and the public produced catastrophic results. On April 24, 2015, the CDC issued a health advisory concerning “a large outbreak of recent human immunodeficiency virus (HIV) infections among persons who inject drugs.”⁹⁵ The CDC specifically attributed the outbreak to the injection of Opana ER, explaining that “[a]mong 112 persons interviewed thus far, 108 (96%) injected drugs;

⁹⁴ Jake Harper & Kelly McEvers, *How A Painkiller Designed To Deter Abuse Helped Spark An HIV Outbreak*, National Public Radio (Apr. 1, 2016), <http://www.npr.org/sections/health-shots/2016/04/01/472538272/how-a-painkiller-designed-to-deter-abuse-helped-spark-an-hiv-outbreak>

⁹⁵ Centers for Disease Control and Prevention, *Outbreak of Recent HIV and HCV Infections Among Persons Who Inject Drugs*, (last visited Mar. 2, 2008), <https://emergency.cdc.gov/han/han00377.asp>.

all reported dissolving and injecting tablets of the prescription-type opioid oxymorphone (OPANA[®] ER) using shared drug preparation and injection equipment.”

b. New York finds that Endo falsely marketed Opana ER.

303. On February 18, 2017, the State of New York announced a settlement with Endo requiring it “to cease all misrepresentations regarding the properties of Opana ER [and] to describe accurately the risk of addiction to Opana ER.”

304. The State of New York revealed evidence showing that Endo had known about the risks arising from the reformulated Opana ER even before it received FDA approval, concluding that (1) Endo marketed Opana ER as crush-resistant despite its own 2009 and 2010 studies demonstrating this to be untrue; (2) Endo improperly instructed sales reps to diminish and distort the risks associated with Opana ER, including the risk of addiction; and (3) Endo made unsupported claims comparing Opana ER to other opioids.

305. In one instance, in October 2011, Endo’s director of project management emailed the company that had developed the formulation technology for reformulated Opana ER to say there was little or no difference between the new formulation and the earlier formulation, which Endo withdrew due to risks associated with grinding and chewing:

We already demonstrated that there was little difference between [the original and new formulations of Opana] in Study 108 when both products were ground. FDA deemed that there was no difference and this contributed to their statement that we had not shown an incremental benefit. The chewing study (109) showed the same thing no real difference which the FDA used to claim no incremental benefit.⁹⁶

306. Endo conducted two additional studies to test the reformulated Opana ER’s crush

⁹⁶ *In the Matter of Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.*, Assurance No. 15-228, Assurance of Discontinuance Under Executive Law Section 63, Subdivision 15 at 5 (Mar. 1, 2016), https://ag.ny.gov/pdfs/Endo_AOD_030116-Fully_Executed.pdf

resistance. Study 901 tested whether it was more difficult to extract reformulated Opana ER than the original version, and whether it would take longer to extract from reformulated Opana ER than from the original version. The test revealed that both formulations behaved similarly with respect to manipulation time and produced equivalent opioid yields.

307. The settlement also identified and discussed a February 2013 communication from a consultant hired by Endo to the company, in which the consultant concluded that “[t]he initial data presented do not necessarily establish that the reformulated Opana ER is tamper resistant.”⁹⁷ The same consultant also reported that the distribution of the reformulated Opana ER had already led to higher levels of abuse of the drug via injection.

308. Regardless, pamphlets produced by Endo and distributed to physicians misleadingly marketed the reformulated Opana ER as “‘designed to be’ crush resistant,” and Endo’s sales representative training identified Opana ER as “CR,” short for “crush resistant.”⁹⁸

309. The Office of the Attorney General of New York also revealed that the “managed care dossier” Endo provided to formulary committees of healthcare plans and pharmacy benefit managers misrepresented the studies that had been conducted on Opana ER. The dossier was distributed in order to assure the inclusion of reformulated Opana ER in their formularies. According to Endo’s vice president for pharmacovigilance and risk management, the dossier was presented as a complete compendium of all research on the drug. However, it omitted certain

⁹⁷ *In the Matter of Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.*, Assurance No. 15-228, Assurance of Discontinuance Under Executive Law Section 63, Subdivision 15 at 6 (Mar. 1, 2016), https://ag.ny.gov/pdfs/Endo_AOD_030116-Fully_Executed.pdf

⁹⁸ *In the Matter of Endo Health Solutions Inc. and Endo Pharmaceuticals Inc.*, Assurance No. 15-228, Assurance of Discontinuance Under Executive Law Section 63, Subdivision 15 at 6 (Mar. 1, 2016), https://ag.ny.gov/pdfs/Endo_AOD_030116-Fully_Executed.pdf

studies: Study 108 (completed in 2009) and Study 109 (completed in 2010), which showed that reformulated Opana ER could be ground and chewed.

310. The settlement also detailed Endo's false and misleading representations about the non-addictiveness of opioids and Opana. Until April 2012, Endo's website for the drug, www.opana.com, contained the following representation: "Most healthcare providers who treat patients with pain agree that patients treated with prolonged opioid medicines usually do not become addicted." However, Endo neither conducted nor possessed a survey demonstrating that most healthcare providers who treat patients with pain agree with that representation.

311. The Office of the Attorney General of New York also disclosed that *training materials provided by Endo to sales representatives stated: "Symptoms of withdrawal do not indicate addiction."* This representation not only defied common sense, but was completely inconsistent with the diagnosis of opioid-use disorder as provided in the Diagnostic and Statistical Manual of Mental Disorders by the American Psychiatric Association.

312. The Office of the Attorney General of New York also found that Endo trained its sales representatives to falsely distinguish addiction from the phony malady "pseudoaddiction," discussed elsewhere in this Complaint. However, Endo's vice president for pharmacovigilance and risk management testified that he was not aware of any research validating the concept of pseudoaddiction.

313. On June 9, 2017, the FDA asked Endo to voluntarily cease sales of Opana ER after determining that the risks associated with its abuse outweighed the benefits. According to Dr. Janet Woodcock, director of the FDA's Center for Drug Evaluation and Research, the risks include "several serious problems," including "outbreaks of HIV and Hepatitis C from sharing the drug after it was extracted by abusers" and "a[n] outbreak of serious blood disorder." If Endo

does not comply with the request, Dr. Woodcock stated that the FDA would issue notice of a hearing and commence proceedings to compel its removal.

c. Endo funded false publications and presentations.

314. Like the other Manufacturer Defendants, Endo provided substantial funding to purportedly neutral medical organizations, including the APF, to produce false and misleading materials concerning the risks and benefits of prescription opioids.

315. For example, in April 2007, Endo sponsored an article aimed at prescribers, written by Dr. Charles E. Argoff in Pain Medicine News, titled *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain*.⁹⁹ The article stated that:

Opioids represent a highly effective but controversial and often misunderstood class of analgesic medications for controlling both chronic and acute pain. The phenomenon of tolerance to opioids—the gradual waning of relief at a given dose—and fears of abuse, diversion, and misuse of these medications by patients have led many clinicians to be wary of prescribing these drugs, and/or to restrict dosages to levels that may be insufficient to provide meaningful relief.

316. The article included a case study that focused on the danger of extended use of nonsteroidal anti-inflammatory drugs (NSAIDs) (a class of pain relief drugs that includes ibuprofen, among others). The case study reported that the subject was hospitalized with a massive upper gastrointestinal bleed believed to have resulted from his protracted NSAID use. In contrast, the article did not provide the same detail concerning the serious side effects associated with opioids. It concluded by saying that “*use of opioids may be effective in the management of chronic pain.*”

317. Later, in 2014, Endo issued a patient brochure titled “Understanding Your Pain:

⁹⁹ Charles E. Argoff, *Case Challenges in Pain Management: Opioid Therapy for Chronic Pain, Pain Med. News*, http://www.painmedicineneeds.com/download/BtoB_Opana_WM.pdf

Taking Oral Opioid Analgesics.”¹⁰⁰ It was written by nurses Margo McCaffery and Chris Pasero, and edited by KOL Dr. Portenoy. The brochure included numerous false and misleading statements minimizing the dangers associated with prescription opioid use. Among other things, the brochure falsely and misleadingly represented that:

Addiction IS NOT when a person develops “withdrawal” (such as abdominal cramping or sweating) after the medicine is stopped quickly or the dose is reduced by a large amount. Your doctor will avoid stopping your medication suddenly by slowly reducing the amount of opioid you take before the medicine is completely stopped. Addiction also IS NOT what happens when some people taking opioids need to take a higher dose after a period of time in order for it to continue to relieve their pain. This normal “tolerance” to opioid medications doesn’t affect everyone who takes them and does not, by itself, imply addiction. If tolerance does occur, it does not mean you will “run out” of pain relief. Your dose can be adjusted or another medicine can be prescribed....

If you are taking a long-acting opioid, you may only need to take it every 8 to 12 hours, but you may also need to take a short-acting opioid in between for any increase in pain.

318. In 2008, Endo also provided an “educational grant” to PainEDU.org, which produced a document titled “Screener and Opioid Assessment for Patients with Pain (SOAPP) Version 1.0-14Q.” SOAPP describes itself “as a tool for clinicians to help determine how much monitoring a patient on long-term opioid therapy might require.” It falsely highlights purportedly “recent findings suggesting that most patients are able to successfully remain on long-term opioid therapy without significant problems.”

319. Endo also sponsored the now-defunct website painknowledge.com, which was created by the Front Group APF and stated it was “a one-stop repository for print materials,

¹⁰⁰ Margo McCaffery & Chris Pasero, Understanding Your Pain: Taking Oral Opioid Analgesics, Endo Pharmaceuticals (2004), http://www.thblack.com/links/RSD/Understand_Pain_Opioid_Analgesics.pdf.

educational resources, and physician tools across the broad spectrum of pain assessment, treatment, and management approaches.”¹⁰¹ Among other featured content, [painknowledge.com](http://www.painknowledge.org) included a flyer titled “Pain: Opioid Therapy,” which failed to warn of significant adverse effects that could arise from opioid use, including hyperalgesia, immune and hormone dysfunction, cognitive impairment, decreased tolerance, dependence, and addiction.

320. Along with Janssen, Endo also provided grants to the American Pain Foundation to distribute *Exit Wounds*, discussed above.

321. Endo also made thousands of payments to physicians nationwide, including to physicians in Plaintiffs’ communities, for activities including participating on speakers’ bureaus, providing consulting services, and other services.

322. Endo’s conduct has clearly been successful. According to data collected by ProPublica, Illinois doctors prescribed over \$2 million of Opana ER and over \$250,000 of Percocet in 2015 through the Medicare Part D program, and, upon information and belief, millions of dollars’ worth of these drugs through private insurance. Upon information and belief, doctors in Plaintiffs’ communities have prescribed hundreds of thousands of dollars’ worth of Endo’s opioid products since their release.

4. **Mallinckrodt.**

323. Mallinckrodt manufactures, and then markets, sells, and distributes pharmaceutical drugs nationwide, including in Plaintiffs’ communities. It is the largest U.S. supplier of prescription opioids and among the ten largest generic pharmaceutical manufacturers in the United States. It produces the following Schedule II narcotics:

- **Exalgo** (hydromorphone hydrochloride). An extended release opioid agonist for

¹⁰¹ PainKnowledge, *AboutPainKnowledge.org* (last visited Mar. 2, 2018), <http://web.archive.org/web/20130513010647/http://www.painknowledge.org/aboutpaink.aspx>.

opioid-tolerant patients, indicated for managing severe pain. Approved by the FDA in March 2010, except for the largest available tablet—32 mg—which was approved in August 2012;

- **Roxicodone** (oxycodone hydrochloride and acetaminophen). Extended release pill indicated for managing severe, acute pain. Approved by the FDA in March 2014; and
- **Methadose** (methadone hydrochloride). Branded generic form of methadone, an opioid agonist, and indicated for treatment of opioid addiction.

Mallinckrodt also produces generic forms of morphine sulfate extended release, fentanyl extended release, fentanyl citrate, oxycodone/acetaminophen combinations, hydrocodone bitartrate/acetaminophen combinations, hydromorphone hydrochloride, hydromorphone hydrochloride extended release, naltrexone hydrochloride, oxymorphone hydrochloride, methadone hydrochloride, and oxycodone hydrochloride.

324. Mallinckrodt purchased Roxicodone from Xanodyne Pharmaceuticals in 2012.¹⁰²

325. Like many of the other Manufacturer Defendants, Mallinckrodt provided substantial funding to purportedly neutral organizations that disseminated false messaging about opioids. For example, until at least May 2012, Mallinckrodt provided an educational grant to Pain-Topics.org, a now-defunct website that touted itself as “a noncommercial resource for healthcare professionals, providing open access to clinical news, information, research, and education for a better understanding of evidence-based pain-management practices.”¹⁰³

326. Among other content, the website included a handout titled “Oxycodone Safety Handout for Patients,” which advised practitioners that: “Patients’ fears of opioid addiction should be dispelled.” The handout included several false and misleading statements concerning

¹⁰² Press Release, Mallinckrodt Announces Agreement with Xanodyne to Purchase Roxicodone, Medtronic (Aug. 23, 2012), <http://newsroom.medtronic.com/phoenix.zhtml?c=251324&p=irol-newsArticle&ID=2004158>.

¹⁰³ Pain-Topics.org (last visited May 21, 2018), <https://web.archive.org/web/20120502042343/http://pain-topics.org>.

the risk of addiction associated with prescription opioids, such as: “physical dependence ... is not the same as addiction ... Addiction to oxycodone in persons without a recent history of alcohol or drug problems is rare.”¹⁰⁴

327. Additionally, the FAQ section of Pain-Topics.org contained false and misleading information downplaying the dangers of prescription opioid use. The FAQ highlighted the risks of “pseudoaddiction,” discussed elsewhere in this Complaint, and “pseudo opioid resistance.”

328. Another document available on the website, “Commonsense Oxycodone Prescribing & Safety,” falsely suggests that generic oxycodone is less prone to abuse and diversion than branded oxycodone: “Anecdotally, it has been observed that generic versions of popularly abused opioids usually are less appealing; persons buying drugs for illicit purposes prefer brand names because they are more recognizable and the generics have a lower value ‘on the street,’ which also makes them less alluring for drug dealers.”¹⁰⁵

329. Mallinckrodt also made thousands of payments to physicians nationwide, including to physicians in Plaintiffs’ communities for consulting, speakers’ bureau participation, and other services.

330. These efforts have proven successful for Mallinckrodt. According to data from ProPublica, Illinois doctors prescribed over \$11,057 of Exalgo in 2015 through the Medicare Part D program alone, and tens of thousands of dollars’ worth more through private insurance. Upon information and belief, doctors in Plaintiffs’ communities have prescribed hundreds of thousands of dollars’ worth of Mallinckrodt’s opioid products since their release.

¹⁰⁴ Lee A. Kral & Stewart B. Leavitt, Oxycodone Safety Handout for Patients, Pain-Topics.Org (June 2007), <http://paincommunity.org/blog/wp-content/uploads/OxycodoneHandout.pdf>.

¹⁰⁵ Lee A. Kral, Commonsense Oxycodone Prescribing & Safety, Pain-Topics.org (June 2007), <http://paincommunity.org/blog/wp-content/uploads/OxycodoneRxSafety.pdf>.

5. Actavis.

331. Actavis sells Kadian, a Schedule II prescription opioid nationwide, including in Plaintiffs' communities.

332. Actavis promoted its branded opioid Kadian through a highly deceptive marketing campaign carried out, principally, through its sales force and recruited physician speakers. The campaign rested on a series of misrepresentations and omissions about the risks, benefits, and superiority of opioids, incorporating many of the same types of deceptive messages otherwise described herein.

333. To help devise its marketing strategy for Kadian, Actavis commissioned a report from one of its consultants in January 2005 about barriers to market entry. The report concluded that two major challenges facing opioid manufacturers in 2005 were (i) overcoming "concerns regarding the safety and tolerability" of opioids, and (ii) the fact that "physicians have been trained to evaluate the supporting data before changing their respective practice behavior."

334. To overcome these challenges, the report advocated a "[p]ublication strategy based on placing in the literature key data that influence members of the target audience" with an "emphasis ... on ensuring that the message is believable and relevant to the needs of the target audience." This would entail the creation of "effective copy points ... backed by published references" and "developing and placing publications that demonstrate [the] efficacy [of opioids] and [their] safety/positive side effect profile."

335. According to the report, this would allow physicians to "reach[] a mental agreement" and change their "practice behavior" without having first evaluated supporting data—of which Actavis (and other Defendants) had none.

336. The consulting firm predicted that this manufactured body of literature "w[ould],

in turn, provide greater support for the promotional message and add credibility to the brand's advocates" based on "either actual or perceived 'scientific exchange'" in relevant medical literature.

337. To this end, it planned for three manuscripts to be written during the first quarter of 2005. Of these, "[t]he neuropathic pain manuscript will provide evidence demonstrating KADIAN is as effective in patients with presumptive neuropathic pain as it is in those with other pain types;" "[t]he elderly subanalysis ... will provide clinicians with evidence that KADIAN is efficacious and well tolerated in appropriately selected elderly patients" and will "be targeted to readers in the geriatrics specialty;" and "[t]he QDF/BID manuscript will call attention to the fact that KADIAN is the only sustained-release opioid to be labeled for [once or twice daily] use."

338. In short, Actavis knew exactly what each study would show—and how that study would fit into its marketing plan—before it was published.

339. Articles matching Actavis's descriptions later appeared in the *Journal of Pain* and the *Journal of the American Geriatrics Society* (AGS being one of the many Front Groups discussed above).

340. To ensure that messages based on this science reached individual physicians, Actavis deployed sales representatives, or detailers, to visit prescribers across Cook County and across the country. At the peak of Actavis's promotional efforts in 2011, the company spent \$6.7 million on detailing.

341. To track its detailers' progress, Actavis's sales and marketing department actively monitored the prescribing behavior of physicians. It tracked the Kadian prescribing activity of individual physicians, and assessed the success of its marketing efforts by tabulating how many

Kadian prescriptions a prescriber wrote after he or she had been detailed.

342. Actavis also planned to promote Kadian by presenting at conferences of organizations where it believed it could reach a high concentration of pain specialists. Its choice of conferences also was influenced by the host's past support of opioids. For example, Actavis documents show that Actavis presented papers concerning Kadian at an annual meeting of the Front Group AGS because AGS's guidelines "support the use of opioids."

343. Actavis's strategy and pattern of deceptive marketing is evident by looking at its training materials. A sales education module titled "Kadian Learning System" trained Actavis's sales representatives on the marketing messages—including deceptive claims about improved function, the risk of addiction, the false scientific concept of "pseudoaddiction," and opioid withdrawal—that sales representatives were directed and required, in turn, to pass on to prescribers, nationally and in Plaintiffs' communities.

344. The sales training module, dated July 1, 2010, includes the misrepresentations documented in this Complaint, starting with its promise of improved function. The sales training instructed Actavis sales representatives that "most chronic benign pain patients do have markedly improved ability to function when maintained on chronic opioid therapy," when, in reality, as described above, available data demonstrated that patients on chronic opioid therapy are less likely to participate in daily activities like work.

345. The sales training also misleadingly implied that the dose of prescription opioids could be escalated without consequence and omitted important facts about the increased risks of high dose opioids. First, Actavis taught its sales representatives, who would pass this message on to doctors, that pain patients would not develop tolerance to opioids, which would require them to receive increasing doses: "Although tolerance and dependence do occur with long-term use of

opioids, many studies have shown that tolerance is limited in most patients with [chronic pain].”

Second, Actavis instructed its sales personnel that opioid “[d]oses are titrated to pain relief, and so no ceiling dose can be given as to the recommended maximal dose.” Actavis failed to explain to sales representatives (or doctors) the greater risks associated with opioids at high doses.

346. Further, the 2010 sales training module highlighted the risks of alternate pain medications without providing a comparable discussion of the risks of opioids, painting the erroneous and misleading impression that opioids are safer. Specifically, the document claimed that “NSAIDs prolong the bleeding time by inhibiting blood platelets, which can contribute to bleeding complications” and “can have toxic effects on the kidney.” Accordingly, Actavis coached its sales representatives that “[t]he potential toxicity of NSAIDs limits their dose and, to some extent, the duration of therapy” since “[t]hey should only be taken short term.” By contrast, the corresponding section related to opioids neglects to include a single side effect or risk associated with the use of opioids, including from long-term use.

347. This sales training module also severely downplayed the main risk associated with Kadian and other opioids—addiction. Actavis represented that “*there is no evidence that simply taking opioids for a period of time will cause substance abuse or addiction*” and, instead, “[i]t appears likely that most substance-abusing patients in pain management practices had an abuse problem before entering the practice.” This falsely suggested that few patients will become addicted, that only those with a prior history of abuse are at risk of opioid addiction, and that doctors can screen for those patients and safely prescribe to others.

348. Further, the sales training neglected to disclose that no risk-screening tools related to opioids have ever been scientifically validated.

349. Finally, the sales training module also directed representatives to counsel doctors

to be on the lookout for the signs of “[p]seudoaddiction,” which were defined as “[b]ehaviors (that mimic addictive behaviors) exhibited by patients with inadequately treated pain.” However, as described elsewhere, the concept of “pseudoaddiction” is unsubstantiated and meant to mislead doctors and patients about the risks and signs of addiction.

350. The Kadian Learning System module dates from July 2010, but Actavis sales representatives were passing deceptive messages on to prescribers even before then.

351. A July 2010 “Dear Doctor” letter issued by the FDA indicated that “[b]etween June 2009 and February 2010, Actavis sales representatives distributed ... promotional materials that ... omitted and minimized serious risks associated with [Kadian].” Certain risks that were misrepresented included the risks of “[m]isuse, [a]buse, and [d]iversion of [o]pioids” and, specifically, the risk that “[o]pioid agonists have the potential for being abused and are sought by drug abusers and people with addiction disorders and are subject to criminal diversion.” The FDA also took issue with an advertisement for misrepresenting Kadian’s ability to help patients “live with less pain and get adequate rest with less medication,” when the supporting study did not represent “substantial evidence or substantial clinical experience.”

352. Actavis documents also indicate that the company continued to deceptively market its drugs after 2010. For example, a September 2012 Kadian Marketing Update, and the “HCP Detail” aid contained therein, noted that Kadian’s “steady state plasma levels” ensured that Kadian “produced higher trough concentrations and a smaller degree of peak-to-trough fluctuations” than other opioids, implying that the drug would produce less of a euphoric effect—and be less addictive and prone to abuse—than other pain relief.

353. Actavis also relied on speakers—physicians whom Actavis recruited to market opioids to their peers—to convey similar marketing messages. Actavis set a goal to train 100

new Kadian speakers in 2008 alone, with a plan to set up “power lunch teleconferences” connecting speakers to up to 500 participating sites nationwide. Actavis sales representatives, who were required to make a certain number of sales visits each day and week, saw the definition of sales call expanded to accommodate these changes; such calls now included physicians’ “breakfast & lunch meetings with Kadian advocate/speaker.”

354. A training program for Actavis speakers included training on many of the same messages found in the Kadian Learning System, as described above. The deceptive messages in Actavis’s speakers’ training are concerning for two reasons: (a) the doctors who participated in the training were themselves prescribing doctors, and the training was meant to increase their prescriptions of Kadian; and (b) these doctors were trained, paid, and directed to deliver these messages to other doctors who would write prescriptions of Kadian.

355. Consistent with the training for sales representatives, Actavis’s speakers’ training falsely minimized the risk of addiction posed by long-term opioid use. Actavis claimed, without scientific foundation, that “[o]pioids can be used with minimal risk in chronic pain patients without a history of abuse or addiction.” The training also deceptively touted the effectiveness of “Risk Tools,” such as the Opioid Risk Tool, in determining the “risk for developing aberrant behaviors” in patients being considered for chronic opioid therapy.

356. In recommending the use of these screening tools, the speakers’ training neglected to disclose that *none* of them has been scientifically validated.

357. The speakers’ training also made reference to “pseudoaddiction” as a “[c]ondition characterized by behaviors, such as drug hoarding, that outwardly mimic addiction but are in fact driven by a desire for pain relief and usually signal undertreated pain.” It then purported to assist doctors in identifying those behaviors that actually indicated a risk of addiction from those that

did not. Behaviors it identified as “[m]ore suggestive of addiction” included “[p]rescription forgery,” “[i]njecting oral formulations,” and “[m]ultiple dose escalations or other nonadherence with therapy despite warnings.” Identified as “[l]ess suggestive of addiction” were “[a]ggressive complaining about the need for more drugs,” “[r]equesting specific drugs,” “[d]rug hoarding during periods of reduced symptoms,” and “[u]napproved use of the drug to treat another symptom.” By portraying the risks in this manner, the speakers’ training presentation deceptively gave doctors a false sense of security regarding the types of patients who can become addicted to opioids and the types of behaviors these patients exhibit.

358. The speakers’ training downplayed the risks of opioids, while focusing on the risks of competing analgesics like NSAIDs. For example, it asserted that “Acetaminophen toxicity is a major health concern.” The slide further warned that “[a]cetaminophen poisoning is the most common cause of acute liver failure in an evaluation of 662 US Subjects with acute liver failure between 1998-2003,” and was titled “Opioids can be a safer option than other analgesics.” However, in presenting the risks associated with opioids, the speakers’ training focused on nausea, constipation, and sleepiness, and ignored the serious risks of hyperalgesia, hormonal dysfunction, decline in immune function, mental clouding, confusion, and dizziness; increased falls and fractures in the elderly, neonatal abstinence syndrome, and potentially fatal interactions with alcohol or benzodiazepines. As a result, the training exaggerated the risks of NSAIDs, both absolutely and relative to opioids, to make opioids appear to be a more attractive first-line treatment for chronic pain.

359. The speakers’ training also misrepresented risks associated with increased doses of opioids. For example, speakers were instructed to “[s]tart low and titrate until patient reports adequate analgesia” and to “[s]et dose levels on [the] basis of patient need, not on predetermined

maximal dose.” However, the speakers’ training neglected to warn speakers (and speakers’ bureau attendees) that patients on high opioid doses are more likely to suffer adverse events.

360. Actavis also continued making thousands of payments to physicians nationwide, including to doctors in Plaintiffs’ communities, for activities including participating on speakers’ bureaus, providing consulting services, assisting in post-marketing safety surveillance and other services.

361. Meanwhile, Illinois doctors prescribed upon information and belief, thousands of dollars’ worth of Kadian through private insurance. Upon information and belief, doctors in Plaintiffs’ communities have prescribed thousands of dollars’ worth of Kadian since its release.

III. Distributor Defendants Fueled the Opioid Epidemic by Willfully Failing to Perform Basic Diligence In The Wholesale Distribution Of Prescription Opioids.

362. While the supply chain for prescription opioids starts with manufacturers and ends with institutional actors like pharmacies and hospitals, this product stream typically passes through distributors such as Defendants Cardinal, AmerisourceBergen, and McKesson.

363. Together, these three companies account for approximately 85% of all revenues from drug distribution in the United States.

364. Distributor Defendants understand the duties attendant to this role well. Distributor Defendants are members of the Healthcare Distribution Management Association (“HDMA”). The HDMA created industry compliance guidelines which stress the vital role of each supply chain participant in distributing controlled substances such as prescription opioids. HDMA’s guidelines, titled “Reporting Suspicious Orders and Preventing Diversion of Controlled Substances,” state that “[a]t the center of a sophisticated supply chain, Distributors are uniquely situated to perform due diligence in order to help support the security of controlled substances they deliver to their customers.” The guidelines set forth recommended steps in the

“due diligence” process and note in particular that if an order meets or exceeds a distributor’s threshold, as defined in the distributor’s monitoring system, or the distributor otherwise characterizes it as an order of interest, the distributor should not ship the order to the customer.

365. A key reason for performing due diligence is to prevent the “diversion” of prescription opioids. Such diversion occurs whenever the supply chain of prescription opioids allows for such pills to be redirected for an illicit use, including both patently illegal uses (*i.e.*, drug dealing) as well as misuses that, while not necessarily illegal, do not represent the proper use of prescription opioids.

366. All opioid distributors, including Distributor Defendants (and Manufacturer Defendants, as well) are required to maintain effective controls to prevent diversion, including by maintaining a system for identifying and reporting suspicious orders of controlled substances to law enforcement. This is because such products, as discussed above, carry a high risk of abuse.

367. One aspect of this system is known as the Automation of Reports and Consolidation Orders System (“ARCOS”), an automated reporting system managed by the DEA that oversees the distribution of controlled substances through the supply chain. ARCOS regularly accumulates data on distributors’-controlled substance-related transactions and summarizes it into reports that the DEA can use to identify potential cases of diversion.

368. Under federal law, any entity registered to distribute a controlled substance monitored via ARCOS must report acquisition and distribution transactions through it to the DEA. *See* 21 U.S.C. § 827(d)(1); 21 C.F.R. §§ 1304.33(d)–(e). Registrants are also required to maintain complete and accurate records of all controlled substances manufactured, imported, sold, received, delivered, exported, or otherwise disposed of. *See* 21 U.S.C. §§ 827(a)(3),

1304.21(a), 1304.22(b). It is unlawful to fail to abide by these recordkeeping and reporting requirements. Similarly, through the Wholesale Drug Distribution Licensing Act, the State of Illinois sets minimum licensure requirements for distributors, including recordkeeping requirements. 225 ILCS 120/1 *et seq.*; *see also* Ill. Admin. Code § 1510.50(f)(1) (requiring distributors to “establish and maintain inventories and records of all transactions regarding the receipt and distribution or other disposition prescription drugs”).

369. In addition, distributors are required to halt shipment of any order of controlled substances flagged as suspicious, and only ship orders flagged as suspicious if the distributor can determine that the order is not likely to be diverted into illegal channels, following due diligence. *See Southwood Pharm., Inc.*, 72 Fed. Reg. 36,487, 36,501 (Drug Enf’t Admin. July 3, 2007); *Masters Pharm., Inc. v. Drug Enforcement Admin.*, No. 15-11355 (D.C. Cir. June 30, 2017). In Illinois, the Department of Financial and Professional Regulation is authorized to impose fines and revoke licenses of distributors that “[f]ail[] to adequately secure controlled substances or other prescription drugs from diversion.” 225 ILCS 120/55(a)(16). The Illinois Controlled Substances Act similarly allows the Department to fine or revoke the license of a licensee that “failed to provide effective controls against the diversion of controlled substances in other than legitimate medical, scientific or industrial channels.” 720 ILCS 570/303.

370. Finally, pursuant to DEA regulations, distributors are required to maintain effective controls to prevent opioid diversion in the supply chain, so that controlled substances are not funneled into anything other than legitimate channels. The DEA assesses the efficacy of a distributor’s controls pursuant to the requirements of 21 C.F.R. §§ 1301.72–76, including the aforementioned requirement that all registrants “design and operate a system to disclose to the registrant suspicious orders of controlled substances.” 21 C.F.R. § 1301.74(b).

371. In addition to imposing its own, independent requirements on distributors, the State of Illinois incorporates all of these federal requirements into state law. *See* Ill. Admin. Code § 1510.50(i) (“Wholesale drug distributors shall operate in compliance with applicable federal, state, and local laws and regulations.”) More broadly, the Wholesale Drug Distribution Licensing Act prohibits wholesale drug distributors from “[e]ngaging in dishonorable, unethical, or unprofessional conduct of a character likely to deceive, defraud, or harm the public.” 225 ILCS 120/55(a)(4).

372. Opioid diversion has increased significantly in the United States over the last two decades, and occurs at a disturbingly high rate.¹⁰⁶ Sales of prescriptions opioids nearly quadrupled from 1999 to 2014, and by 2010 enough opioids were sold in the United States to give every adult in the country a five milligram dose of hydrocodone every four hours for a month.¹⁰⁷ Because there is a “parallel relationship between the availability of prescription opioid[s] ... and the diversion and abuse of these drugs,” it should be unsurprising that as the amount of opioid prescriptions has increased, there have been “millions of controlled substance dosage units” diverted.¹⁰⁸

373. In 2011, the Centers for Disease Control and prevention publicly stated that prescription painkiller overdoses had reached epidemic levels, in light of the tripling of painkiller

¹⁰⁶ *See* Nora D. Volkow & A. Thomas McLellan, *Opioid Abuse in Chronic Pain – Misconception and Mitigation Strategies*, 374 N. Eng. J. Med. 1253 (2016); Richard C. Dart, et al., *Trends in Opioid Analgesic Abuse and Mortality in the United States*, 372 N. Eng. J. Med. 241 (2015).

¹⁰⁷ Centers for Disease Control and Prevention, *Vital Signs: Overdoses of Prescription Opioid Pain Relievers—United States, 1999–2008* (November 4, 2011), https://www.cdc.gov/mmwr/preview/mmwrhtml/mm6043a4.htm?s_cid=mm6043a4_w%20-%20fig2.

¹⁰⁸ Richard C. Dart, et al., *Trends in Opioid Analgesic Abuse and Mortality in the United States*, 372 N. Eng. J. Med. 241 (2015);

overdoses over the previous decade, the fact that painkillers kill more Americans annually than heroin and cocaine combined, and that almost 5,500 people begin misusing prescription painkillers *daily*.¹⁰⁹

374. Today, the number of people who take prescription opioids for non-medical purposes outnumbers those who take cocaine, heroin, hallucinogens, and inhalants combined.

375. This increase has been widely publicized for years, with scientific studies, federal and state agencies, professional organizations, and media outlets highlighting the epidemic levels of prescription opioid abuse throughout the United States. Put simply, the opioid epidemic is “directly related to the increasingly widespread misuse of powerful opioid pain medications” largely made available through diversion.¹¹⁰

376. Thus, each Distributor Defendant has admitted that they have a responsibility to report suspicious orders through the procedures outlined above, and for the reasons outlined above.¹¹¹ But at various times over the past two decades, each of these three distributors has utterly failed to do so. This is despite acknowledging that they “have not only statutory and

¹⁰⁹ See Press Release, Ctrs. For Disease Control and Prevention, *Prescription Painkiller Overdoses at Epidemic Levels* (Nov. 1, 2011), https://www.cdc.gov/media/releases/2011/p1101_flu_pain_killer_overdose.html.

¹¹⁰ Robert M. Califf et al., *A Proactive Response to Prescription Opioid Abuse*, 374 New Eng. J. Med. 1480 (2016).

¹¹¹ Brief for Healthcare Distribution Management Association and National Association of Chain Drug Stores as Amici Curiae in Support of Neither Party, *Masters Pharm., Inc. v. U.S. Drug Enf't Admin.*, No. 15-1335, 2016 WL 1321983, at *4 (D.C. Cir. Apr. 4, 2016) (“[R]egulations ... in place for more than 40 years require distributors to report suspicious orders of controlled substances to DEA based on information readily available to them (*e.g.*, a pharmacy’s placement of unusually frequent or large orders). The Healthcare Distribution Management Association (HDMA or HMA)—now known as the Healthcare Distribution Alliance (HAD)—is a national, not-for-profit trade association that represents the nation’s primary, full-service healthcare distributors whose membership includes, among others: AmerisourceBergen Drug Corporation, Cardinal Health, Inc., and McKesson Corporation. *See generally* HAD, *About*, <https://www.healthcaredistribution.org/about> (last visited Aug. 21, 2017).

regulatory responsibilities to detect and prevent diversion of controlled prescription drugs, but undertake such efforts as responsible members of society.”¹¹²

377. Thus, Distributor Defendants knew they were required to monitor, detect, and halt suspicious orders of opioids. However, they sold prescription opioids—including various forms of Manufacturer Defendants’ oxycodone, hydrocodone, and fentanyl—to retailers in Plaintiffs’ communities and/or retailers which Distributor Defendants knew (or should have known) would likely divert prescription opioids into Plaintiffs’ communities. The foreseeable harm resulting from the breach of these duties was widespread diversion of prescription opioids for unapproved purposes, and a subsequent plague of opioid abuse, addiction, overdose, and death in Plaintiffs’ communities—and the attendant damages caused thereby.

378. Distributor Defendants negligently or intentionally failed to control their supply chain to prevent diversion in Plaintiffs’ communities. Reasonably prudent distributors of Schedule II controlled substances would have anticipated such dangers and protected against it by, for example, taking greater care in hiring, training, and supervising employees; providing greater oversight, security, and control of supply channels; scrutinizing more closely the doctors and pharmacies purchasing suspiciously-large quantities of commonly-abused opioids from them; investigating the demographic and/or epidemiological facts surrounding the growing demand for painkillers in and around Plaintiffs’ communities; providing information to pharmacies and other retailers about opioid diversion; following the terms of agreements with the U.S. Department of Justice; and, finally, applying a level of common sense commensurate

¹¹² *Prescription Drug Diversion: Combating the Scourge*, Before the H. Subcomm. on Commerce, Manuf’g, and Trade, 112th Congr. 105 (2012) (Statement of John M. Gray, President and Chief Executive Office, Healthcare Distribution Management Association (HDMA)).

with their role as opioid distributors.

379. Distributor Defendants did none of these things or did them with such lack of care and inefficacy as to allow for widespread diversion of opioids to unapproved and illegal uses. Examples of each Distributor Defendant's conduct follows.

A. McKesson Corporation.

380. McKesson is a wholesale pharmaceutical distributor and one of the largest opioid distributors in the country, supplying pharmacies around the country—including in Plaintiffs' communities—with prescription opioids like oxycodone and hydrocodone. It is also a major supplier of fentanyl.

381. McKesson operates 28 pharmaceutical distribution centers, including a distribution center in Aurora, Illinois, and elsewhere around the United States.¹¹³

382. The company holds a third of the market for prescription drugs in the U.S.¹¹⁴ Based on an average 2010–16 opioid prescription rate in Plaintiffs' surrounding counties (Cook and Peoria) of 72.15 opioid prescriptions for every 100 people, McKesson has—on information and belief—supplied tens of thousands of people in Plaintiffs' communities with opioids each year.¹¹⁵

383. McKesson distribution centers are required by Illinois law to operate in accordance with the statutory provisions of the federal Controlled Substances Act, the Illinois

¹¹³ Erika Fry, *Following the Pills: Inside the Government's Investigation of McKesson*, Fortune (June 13, 2017), <http://fortune.com/2017/06/13/mckesson-drug-distributors-opioid-epidemic/>.

¹¹⁴ Adam J. Fein, *2016 MDM Market Leaders | Top Pharmaceutical Distributors*, MDM (last visited Mar. 6, 2018), <https://www.mdm.com/2016-top-pharmaceuticals-distributors>.

¹¹⁵ See generally Centers for Disease Control and Prevention, *U.S. Prescription Rate Maps* (last visited Apr. 5, 2018), <https://www.cdc.gov/drugoverdose/maps/rxrate-maps.html>.

Controlled Substances Act, the Wholesale Drug Distribution Licensing Act, and the regulations promulgated thereunder. Ill. Admin. Code § 1510.50(i).

384. McKesson is an astoundingly successful company, with revenues of nearly \$200 billion in 2016 *alone*.¹¹⁶ McKesson's opioid business—including sales of products containing oxycodone and hydrocodone—has been an important part of this success, accounting for \$2.9 billion in revenue for the company in 2015.¹¹⁷ Another estimate places its annual sales revenue from opioids at approximately \$4 billion per year, on average.¹¹⁸

385. However, McKesson's success in distributing opioids over the past decade has been marked by multiple run-ins with law enforcement over its shoddy monitoring and reporting practices. As detailed herein, McKesson has repeatedly failed to implement reasonable, basic safeguards to prevent its products from falling into the wrong hands; misrepresented the safeguards it was implementing; and deliberately misled the public, in Plaintiffs' communities, and elsewhere, about measures it was taking to ensure its addictive products were not subjected to diversion.

386. In December 2016, responding to an article in the *Washington Post* about the company's practice of hiring former DEA employees, McKesson said in a statement that it "has put significant resources toward building a best-in-class controlled substance monitoring program to help identify suspicious orders and prevent prescription drug diversion in the supply

¹¹⁶ S.E.C. Form 10-K, McKesson Corporation (May 22, 2017), *available at* <http://bit.ly/2ESsjco/>.

¹¹⁷ Erika Fry, *Following the Pills: Inside the Government's Investigation of McKesson*, *Fortune* (June 13, 2017), <http://fortune.com/2017/06/13/mckesson-drug-distributors-opioid-epidemic/>.

¹¹⁸ Brian Alexander, *When A Company Is Making Money From the Opioid Crisis*, *The Atlantic* (Sept. 6, 2017), <https://www.theatlantic.com/business/archive/2017/09/opioid-crisis-responsibility-profits/538938/>.

chain.”¹¹⁹

387. Were this true, it would have represented a complete shift in McKesson’s previously careless approach, which as recently as 2017 had drawn the attention of law enforcement authorities.

388. In 2006 and 2007, the DEA sent letters to every registered manufacturer or distributor of controlled substances, including the Defendants, in part reiterating the distributors’ monitoring and reporting obligations under the Controlled Substances Act.¹²⁰ In the 2007 letter, the DEA reminded registrants that “their responsibility does not end merely with the filing of a suspicious order report. Registrants must conduct an independent analysis of suspicious orders prior to completing a sale to determine whether the controlled substances are likely to be diverted from legitimate channels.”

389. In addition, the DEA clarified that the “suspicious orders include orders of an unusual size, orders deviating substantially from a normal pattern, and orders of an unusual frequency. These criteria are disjunctive and are not all inclusive ... Likewise, a registrant need not wait for a ‘normal pattern’ to develop over time before determining whether a particular

¹¹⁹ Scott Higham, et al., *Drug Industry Hired Dozens of Officials from the DEA as the Agency Tried to Curb Opioid Abuse*, Wash. Post (Dec. 22, 2016), https://www.washingtonpost.com/investigations/key-officials-switch-sides-from-dea-to-pharmaceutical-industry/2016/12/22/55d2e938-c07b-11e6-b527-949c5893595e_story.html?utm_term=.271f2be40525.

¹²⁰ See Letter from Joseph T. Rannazzisi, Deputy Assistant Adm’r, Office of Diversion Control, Drug. Enf’t Admin., U.S. Dep’t of Justice, to Cardinal Health (Sept. 27, 2006) [hereinafter Rannazzisi Letter] (“This letter is being sent to every commercial entity in the United States registered with the Drug Enforcement Agency (DEA) to distribute controlled substances. The purpose of this letter is to reiterate the responsibilities of controlled substance distributors in view of the prescription drug abuse problem our nation currently faces.”), filed in *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW, dkt. 14-51 (D.D.C. Feb. 10, 2012); See Letter from Joseph T. Rannazzisi, Deputy Assistant Adm’r, Office of Diversion Control, Drug. Enf’t Admin., U.S. Dep’t of Justice, to Cardinal Health (Dec. 27, 2007), filed in *Cardinal Health, Inc. v. Holder*, No. 1:12-cv-00185-RBW, dkt. 14-8 (D.D.C. Feb. 10, 2012).

order is suspicious. The size of an order alone, whether or not it deviates from a normal pattern, is enough to trigger the registrant's responsibility to report the order as suspicious.”

390. In 2007, the DEA accused McKesson of failing to report numerous suspicious orders for its opioid products (particularly from internet-based pharmacies) and began an investigation into its practices, with the DEA’s acting administrator later stating that “McKesson Corporation fueled the explosive prescription drug abuse problem we have in this country.”¹²¹

391. On May 2, 2008, McKesson agreed to pay the U.S. government \$13.25 million to settle the case, and agreed to improve its opioid distribution monitoring by—in part—implementing a three-tiered system that would flag buyers who exceeded monthly thresholds for opioids. According to an article in *Fortune*, the process was supposed to function as follows:

Under this three-tier system, each of McKesson’s pharmacy customers were assigned monthly threshold levels for their controlled substance orders. Orders at the threshold would block the order and trigger a review process. If the reason for reaching the threshold level was compelling, McKesson would supply the drugs and in some cases raise the threshold; if not, the matter would be passed to a regional compliance officer. If that officer deemed it suspicious, the order would be kicked up to McKesson’s corporate compliance team. If they also judged it suspicious, the company would then report the order to the DEA.¹²²

392. While McKesson was supposed to develop this Controlled Substances Monitoring Program pursuant to its agreement with the Department of Justice, it failed to design or implement an effective system for identifying and reporting suspicious orders for opioids. It additionally failed to conduct basic due diligence of its customers, failed to keep complete and

¹²¹ Erika Fry, *As America’s Opioid Crisis Spirals, Giant Drug Distributor McKesson is Feeling the Pain*, *Fortune* (June 13, 2017), <http://fortune.com/2017/06/13/fortune-500-mckesson-opioid-epidemic/>.

¹²² *Id.*

accurate records attendant to the monitoring program, and failed to actually adhere to the procedures it created for itself.

393. According to documents filed in a recent shareholder lawsuit against McKesson, just five months after the 2008 settlement was announced the audit committee of the McKesson Board of Directors was notified that there were “serious deficiencies” in its monitoring system, including a failure to assign opioid thresholds for some customers (which would trigger a review of the purchases, in theory) and a lack of documentary evidence to support imposing thresholds on others.

394. Rather than address the problems head on, records show that McKesson’s board of directors did not even discuss its compliance system until 2013. In the interim five years, inspections of some of McKesson’s distribution facilities had revealed a failure to “fully implement or adhere to its own” compliance program. Indeed, from 2008 onwards McKesson regularly honored pharmacies’ request for large opioid shipments based on the flimsiest of rationales, such as “more business” during the holiday season or “increase in foot traffic.”¹²³

395. In 2013, the DEA began investigating McKesson again, in response to reports it was failing to prevent opioid diversion and follow its own system for identifying and reporting suspicious orders of opioids from pharmacies, as the Controlled Substances Act—as well as its 2008 settlement—required.

396. This investigation led to the January 17, 2017 announcement that the Department of Justice was fining McKesson \$150 million as part of a settlement over claims McKesson had allowed opioid diversion at twelve of its distribution centers in eleven states. This represented one of the largest such sanctions imposed on a pharmaceutical distributor.

¹²³ *Id.*

397. McKesson was also forced to suspend sales of controlled substances from four of its distribution centers. It also, for the first time ever in the context of a Controlled Substances Act settlement, was required engage an independent monitor to assess its compliance with a new, enhanced compliance regime, going forward.

398. The Department of Justice stated that McKesson had not, as documented above, adequately reported suspicious orders of opioids from 2008 to 2013, nor implemented the monitoring and reporting programs it had agreed to in 2008.¹²⁴ For instance, of 1.6 million orders for controlled substances McKesson received at a Colorado distribution facility over a five-year period, the company reported just sixteen orders as suspicious—all derived from a single instance with one customer.¹²⁵ This instance took place in March 2012, according to a news report in the year following the settlement, four years after McKesson had agreed to implement its Controlled Substance Monitoring Program, and despite the presence of numerous red flags in other orders (such as one pharmacy’s increasing of its orders of 30mg oxycodone pills by 1,469 percent in just three years).¹²⁶

399. Upon information and belief, at least part of the reason McKesson’s Controlled Substance Monitoring Program failed to adequately flag suspicious orders during this period was McKesson’s decision to set customer “thresholds” for opioid orders at inappropriately high

¹²⁴ Dep’t of Justice, *McKesson Agrees to Pay Record \$150 Million Settlement for Failure to Report Suspicious Orders of Pharmaceutical Drugs* (Jan. 17, 2017), <https://www.justice.gov/opa/pr/mckesson-agrees-pay-record-150-million-settlement-failure-report-suspicious-orders>.

¹²⁵ Gretchen Morgenson, *Hard Questions for a Company at the Center of the Opioid Crisis*, N.Y. Times (July 21, 2017), <https://www.nytimes.com/2017/07/21/business/mckesson-opioid-packaging.html?mtrref=www.google.com>.

¹²⁶ Erika Fry, *Following the Pills: Inside the Government’s Investigation of McKesson*, Fortune (June 13, 2017), <http://fortune.com/2017/06/13/mckesson-drug-distributors-opioid-epidemic/>.

levels (assuring a review would never be triggered) or to preemptively raise those thresholds. In other cases, upon information and belief, McKesson simply ignored the thresholds it set altogether.

400. Pursuant to its agreement with the Department of Justice, McKesson acknowledged that “at various times ... it did not identify or report to DEA certain orders placed by certain pharmacies, which should have been detected by McKesson as suspicious, in a manner fully consistent with the requirements set forth in the 2008” agreement and McKesson’s own Controlled Substances Monitoring Program. It also admitted that “at various times during the period from January 1, 2009 up through and including [the effective date of the settlement], it did not identify or report to the DEA certain orders which should have been detected by McKesson as suspicious based on” letters it had received from the DEA in 2006 and 2007.¹²⁷

401. Finally, McKesson admitted that its distribution centers “distributed controlled substances to pharmacies even though those [distribution centers] should have known that the pharmacists practicing within those pharmacies had failed to fulfill their corresponding responsibility to ensure that controlled substances were dispensed pursuant to prescriptions issued for legitimate medical purposes,” as is required by 21 C.F.R. § 1306.04(a).

402. These failures, the memorandum stated, applied to McKesson’s conduct at its distribution center in Aurora, Illinois.

403. McKesson’s internal regulatory failures, as described above, would have been obvious to any reasonable observer, both at the executive level and at ground level, looking at the company’s national sales practices and the widespread diversion of prescription opioids

¹²⁷ Dep’t of Justice, Administrative Memorandum of Agreement, at 3 (Jan. 17, 2017), <https://www.justice.gov/opa/press-release/file/928476/download>.

taking place during this period.¹²⁸ Nonetheless, McKesson's pattern of carelessness continued unabated on for a decade before the Department of Justice stepped in.

B. AmerisourceBergen.

404. AmerisourceBergen is a wholesale distributor of pharmaceuticals, handling about 20 percent of all pharmaceuticals sold and distributed in the United States through a network of 26 distribution centers, including one in Romeoville, Illinois. In 2017, the company ranked 11th on the Fortune 500 list, with over \$146 billion in annual revenue.

405. The company holds a 30 percent share of the market for prescription drugs in the U.S.¹²⁹ Based on an average 2010–16 opioid prescription rate in Plaintiffs' surrounding counties (Cook and Peoria) of 72.15 opioid prescriptions for every 100 people, AmerisourceBergen has—on information and belief—supplied tens of thousands of residents of Plaintiffs' communities with opioids each year.¹³⁰

406. AmerisourceBergen distribution centers are required under Illinois law to operate in accordance with the statutory provisions of the federal Controlled Substances Act, the Illinois Controlled Substances Act, the Wholesale Drug Distribution Licensing Act, and the regulations promulgated thereunder. Ill. Admin. Code § 1510.50(i).

407. In April 2007, the DEA suspended AmerisourceBergen from sending controlled substances from a distribution center in Orlando, Florida amid allegations it was not controlling

¹²⁸ For example, in a single year McKesson shipped 3.3 million hydrocodone pills into a single West Virginia County with a population of less than 30,000. Eric Eyre, *Drug Firms Poured 780M Painkillers Into WV Amid Rise of Overdoses*, Charleston Gazette-Mail (Dec. 17, 2016), <http://bit.ly/2DO0xP3>.

¹²⁹ Adam J. Fein, *2016 MDM Market Leaders | Top Pharmaceutical Distributors*, MDM (last visited Mar. 6, 2018), <https://www.mdm.com/2016-top-pharmaceuticals-distributors>.

¹³⁰ See generally Centers for Disease Control and Prevention, *U.S. Prescription Rate Maps* (last visited Mar. 6, 2018), <https://www.cdc.gov/drugoverdose/maps/rxrate-maps.html>.

shipments of prescription opioids to Internet pharmacies.¹³¹ Indeed, in one year, the company distributed 3.8 million units of hydrocodone to “rogue pharmacies.”¹³² As part of an agreement with the DEA to get its license reinstated—which it did, in August 2007—AmerisourceBergen agreed to implement “an enhanced and more sophisticated order monitoring program in all” of its distribution centers.¹³³ This did not happen.

408. In 2012, AmerisourceBergen was again implicated for failing to protect against diversion, and was subpoenaed as part of a criminal inquiry by the Department of Justice.¹³⁴

409. In January 2017, AmerisourceBergen revealed in litigation with the state of West Virginia based on similar allegations that the company, along with the other Distributor Defendants, shipped over 400 million painkillers into the state between 2007 and 2012.¹³⁵ AmerisourceBergen, specifically, added 80.3 million hydrocodone pills and 38.4 million oxycodone pills to this total, with the average dose of each tablet distributed growing substantially during that period. The company settled the claims for \$16 million, and agreed to adhere to stricter reporting guidelines within the state.

¹³¹ Reuters Staff, *AmerisourceBergen Gets DEA Distribution Halt Order*, Reuters (Apr. 24, 2007), <https://www.reuters.com/article/amerisourcebergen-dea/amerisourcebergen-gets-dea-distribution-halt-order-idUSWEN695120070425>.

¹³² Press Release, Drug Enforcement Admin., DEA Suspends Orlando Branch Of Drug Company From Distributing controlled Substances (Apr. 24, 2007), <https://www.dea.gov/divisions/mia/2007/mia042407p.html>.

¹³³ Press Release, AmerisourceBergen, DEA Reinstates AmerisourceBergen’s Orlando Distribution Center’s Suspended License To Distribute Controlled Substances (Aug. 27, 2007), available at <http://bit.ly/2oIm6tq>.

¹³⁴ Jeff Overly, *AmerisourceBergen Subpoenaed By DEA Over Drug Diversion*, Law360.com (Aug. 9, 2012), <https://www.law360.com/articles/368498/amerisourcebergen-subpoenaed-by-dea-over-drug-diversion>.

¹³⁵ See e.g., Eric Eyre, *Drug firms poured 780M painkillers into WV amid rise of overdoses*, Charleston Gazette-Mail (Dec. 17, 2016), <http://www.wvgazettemail.com/news-health/20161217/drug-firms-poured-780m-painkillers-into-wv-amid-rise-of-overdoses>.

410. AmerisourceBergen has repeated this conduct in Illinois and in Plaintiffs' communities, shipping mass quantities of oxycodone and hydrocodone into their villages, towns, and cities without regard for its reasonably foreseeable consequences and in violation of its obligations under Illinois law.

C. Cardinal Health.

411. Cardinal Health is a healthcare services and products company that distributes prescription opioids in the United States. It ranks 15th on the Fortune 500 list, with revenues of over \$121 billion annually.

412. Cardinal Health operates distribution centers across the country, including centers in Aurora and Waukegan, Illinois.

413. The company holds a 22 percent share of the market for prescription drugs in the U.S.¹³⁶ Based on an average 2010–16 opioid prescription rate in Plaintiffs' surrounding counties (Cook and Peoria) of 72.15 opioid prescriptions for every 100 people, Cardinal Health has—on information and belief—supplied tens of thousands of people in Plaintiffs' communities with opioids each year.¹³⁷

414. The company has two operating divisions: pharmaceutical and medical. Its pharmaceutical segment, at issue in this action, distributes both branded and generic pharmaceutical products in the United States. The vast majority of the company's revenue stream—upon information and belief, approximately 90 percent—is derived from the pharmaceutical division.

¹³⁶ Adam J. Fein, *2016 MDM Market Leaders | Top Pharmaceutical Distributors*, MDM (last visited Mar. 6, 2018), <https://www.mdm.com/2016-top-pharmaceuticals-distributors>.

¹³⁷ See generally Centers for Disease Control and Prevention, *U.S. Prescription Rate Maps* (last visited Mar. 6, 2018), <https://www.cdc.gov/drugoverdose/maps/rxrate-maps.html>.

415. Cardinal Health is a significant distributor of prescription opioids in the United States and in Plaintiffs' communities. Its largest customer is CVS Health ("CVS"), which accounted for one-quarter of the company's fiscal year 2016 revenue. According to its website, CVS operates stores in and around Plaintiffs' communities, including (but not limited to) locations in Bridgeview, Melrose Park, Pekin, and Tinley Park.

416. Cardinal Health distribution centers are required under Illinois law to operate in accordance with the statutory provisions of the Controlled Substances Act and the regulations promulgated thereunder. Ill. Admin. Code § 1510.50(i). Yet the company has been found to have flouted these requirements.

417. On November 28, 2007, the DEA issued an Order to Show Cause and Immediate Suspension Order against Cardinal Health's distribution center in Auburn, Washington, for failing to maintain effective diversion controls for hydrocodone. The next month, the DEA issued two more Suspension Orders against Cardinal Health's distribution centers in Lakeland, Florida and Swedesboro, New Jersey, again over hydrocodone diversion. The DEA issued one more Suspension Order over hydrocodone diversion controls, in January 2008, against Cardinal Health's distribution center in Stafford, Texas.

418. On September 30, 2008, Cardinal Health entered into a settlement with the DEA over these suspended facilities requiring it to implement effective controls against the diversion of controlled substances. The document referenced allegations about diversion at three additional facilities in McDonough, Georgia; Valencia, California; and Denver, Colorado.

419. Nevertheless, in February 2012 the DEA suspended the license of Cardinal Health's Lakeland, Florida distribution center once again, this time for failing to maintain effective controls to prevent the diversion of oxycodone.

420. On December 23, 2016, Cardinal Health agreed to pay the United States \$44 million to resolve allegations that it violated the Controlled Substances Act in Maryland, Florida, and New York by failing to report suspicious orders of controlled substances, including oxycodone, to the DEA.¹³⁸ (Earlier in 2016, CVS also agreed to pay the United States \$8 million to resolve violations of the CSA by its Maryland pharmacies. According to the settlement agreement, CVS admitted that between 2008 and 2012 certain of its Maryland pharmacies dispensed oxycodone, fentanyl, hydrocodone, and other pharmaceuticals in violation of the CSA because the drugs were dispensed without ensuring that the prescriptions were issued for legitimate medical purposes.)

421. Pursuant to its settlement agreement with the DEA, Cardinal Health admitted that it had violated the CSA between January 1, 2011 and May 14, 2012 by, among other things, failing to (1) “timely identify suspicious orders of controlled substances and inform the DEA of those orders,” (2) “maintain effective controls against diversion of particular controlled substances,” and (3) “execute, fill, cancel, correct ... and otherwise handle DEA ‘Form 222’ ... and their electronic equivalent for Schedule II controlled substances.”¹³⁹

422. Despite this, Cardinal Health has claimed to be a paragon of compliance. For example, a Cardinal Health executive claimed that the company uses “advanced analytics” to monitor its supply chain, and represented that it was being “as effective and efficient as possible in constantly monitoring, identifying, and eliminating any outside criminal activity.”¹⁴⁰

¹³⁸ Press Release, U.S. Attorney’s Office for the District of Maryland, Cardinal Health Agrees to \$44 Million Settlement for Alleged Violations of Controlled Substances Act (Dec. 23, 2016), <https://www.justice.gov/usao-md/pr/cardinal-health-agrees-44-million-settlement-alleged-violations-controlled-substances-act>.

¹³⁹ Consent Order, *United States v. Kinray, LLC*, No. 16 Civ. 9767-RA, dkt. 3 (Dec. 22, 2016).

¹⁴⁰ Lenny Bernstein, et al., *How Drugs Intended For Patients Ended Up In The Hands Of Illegal Users: ‘No One Was Doing Their Job’*, Wash. Post. (Oct. 22, 2016),

423. Given the company's sales volume in Plaintiffs' communities, in Illinois, and around the country, and its history of violations, this executive was either ignorant, misinformed, or simply not telling the truth. Cardinal Health has shipped mass quantities of oxycodone and hydrocodone into Plaintiffs' villages, towns, and cities without regard for its reasonably foreseeable consequences and in violation of its obligations under Illinois law.

IV. Prescriber Defendants Operated A "Pill Mill," Illegally Prescribing Enormous Quantities of Opioids to Residents of Plaintiffs' Communities.

424. At the end of the opioid supply chain lies the retail pharmacies that dispense Manufacturer and Distributor Defendants' drugs to consumers.

425. Among these entities is Melrose Park Clinic, Ltd., which has operated under the name Riverside Pain Management since at least January 1, 2013.¹⁴¹ For purposes of this Section, the following allegations will refer to all relevant entities operated through this corporate entity as "Melrose Park Clinic."

A. Defendant Giacchino.

426. Defendant Giacchino first received his Illinois medical license in 1974.¹⁴² At or around this time, Giacchino obtained a license to dispense controlled substances in Illinois.

427. The Melrose Park Clinic was incorporated in Illinois on June 11, 1985 by Defendant Giacchino.

428. Giacchino's conduct over the next three decades—and particularly his conduct in

https://www.washingtonpost.com/investigations/how-drugs-intended-for-patients-ended-up-in-the-hands-of-illegal-users-no-one-was-doing-their-job/2016/10/22/10e79396-30a7-11e6-8ff7-7b6c1998b7a0_story.html.

¹⁴¹ Bob Uphues, *Controversial Ex-Doc Rents Space For Medical Office In Riverside*, Riverside-Brookfield Landmark (Jan. 15, 2013), http://www.rblandmark.com/News/Articles/1-11-2013/Controversial-ex_doc-rents-space-for-medical-office-in-Riverside/.

¹⁴² *Giacchino*, 2013 IL App (1st) 122694-U, ¶ 3.

the 2000s—has fit a distinct pattern, in which Defendant repeatedly flouted professional standards, state regulations, and the law of Illinois in order to dispense vast quantities of opioids to patients throughout Cook County, including, upon information and belief, patients in Plaintiffs’ communities.

429. In doing so, his conduct has been so brazen and destructive as to earn him the nickname “Dr. Millionpills.”¹⁴³

430. Two years after founding the Melrose Park Clinic, Giacchino’s licenses were suspended by the Illinois Department of Financial and Professional Regulation (“IDFPR”) for “dispensing controlled substances for non-therapeutic purposes.”¹⁴⁴ In September 1989, the IDFPR restored his physician’s license—subject to a five-year probationary period—but maintained, indefinitely, the suspension of his controlled substances license.¹⁴⁵

431. The IDFPR restored Giacchino’s controlled substance license, subject to a two-year probationary period, in June 1998.¹⁴⁶

432. Giacchino once again began to operate out of the Melrose Park Clinic’s locations in Melrose Park, Illinois, and later in River Grove, Illinois. Upon information and belief, soon afterwards Giacchino began reengaging in his illicit prescribing behavior during and throughout this time period, in earnest, prescribing vast quantities of opioids to patients (including those in Plaintiffs’ communities) without performing the basic diligence required of his profession, and without regard for those patients’ susceptibility to, or then-ongoing, drug addiction.

¹⁴³ John Kass, *The Doctor, The Centerfold Wife and 1 Million Pills*, Chi. Trib. (May 20, 2010), http://articles.chicagotribune.com/2010-05-20/news/ct-met-kass-giacchino-0520-20100520_1_drug-enforcement-administration-agent-narcotics-abusers.

¹⁴⁴ *Giacchino*, 2013 IL App (1st) 122694-U, ¶ 3.

¹⁴⁵ *Id.*

¹⁴⁶ *Id.* ¶ 4.

433. On April 22, 2010, the IDFPR’s Director granted an emergency petition to summarily suspend Giacchino’s licenses pending a hearing before the IDFPR, finding that Giacchino’s conduct constituted an immediate danger to the public. The IDFPR subsequently filed an 18-count administrative complaint against Giacchino alleging violations of Illinois’ Medical Practice Act and Controlled Substances Act.

434. Following a hearing on the complaint—in which a DEA Agent named Mark Warpness testified that Giacchino had been purchasing over 1 million pain pills per year—an Administrative Law Judge found, among other things, that Dr. Giacchino had violated Illinois’s Medical Practice Act and Controlled Substances Act by, among other things, prescribing opioids to patients in large quantities on a monthly basis without obtaining detailed medical histories, conducting thorough and complete physical examinations, or attempting non-narcotic treatment.¹⁴⁷

435. The ALJ noted that Giacchino’s prescribing “such large amounts of controlled substances at each visit was not for a medically accepted therapeutic purpose.”¹⁴⁸ In addition, the ALJ found that Giacchino had engaged in dishonorable, deceptive conduct; engaged in sexual misconduct related to his practice by—effectively—offering a patient pain pills in exchange for sexual relations; made fraudulent statements by post-dating prescriptions for Norco (manufactured by Defendant Actavis); and knowingly providing prescriptions to drug addicts.¹⁴⁹

¹⁴⁷ John Kass, *The Doctor, The Centerfold Wife and 1 Million Pills*, Chi. Trib. (May 20, 2010), http://articles.chicagotribune.com/2010-05-20/news/ct-met-kass-giacchino-0520-20100520_1_drug-enforcement-administration-agent-narcotics-abusers;

¹⁴⁸ *Giacchino*, 2013 IL App (1st) 122694-U, ¶ 63.

¹⁴⁹ *Id.* ¶¶ 65–69.

436. On April 6, 2011, IDFPR’s Medical Disciplinary Board adopted the ALJ’s findings of fact and conclusions of law, accepted the ALJ’s recommended decision, and recommended the revocation of Giacchino’s medical license. On June 15, 2011, the IDFPR Director formally revoked Giacchino’s medical licenses, a decision which was ultimately upheld by an Illinois appellate court in 2013.¹⁵⁰

437. As discussed below, this turn of fortune hardly stopped Giacchino’s behavior. It merely required a shift in practices in order to continue doing what he had been doing for years: selling vast quantities of opioids to residents of Plaintiffs’ communities for his personal enrichment.

B. Defendants McMahon and Madison.

438. Defendant McMahon practiced medicine under Illinois medical and controlled substances licenses until 2016 when his medical license was suspended.

439. Defendant Madison similarly had his medical license suspended in 2016. Previously, Defendant Madison practiced anesthesiology. He has also billed himself as a “pain management specialist.”

440. During the relevant time period, Madison worked for three entities relevant to this Complaint: Watertown SurgiCenter LLC (“Watertown SurgiCenter”) in Chicago, Illinois; Midwest Pain Clinic in Michigan City, Indiana; and, as of 2010, Melrose Park Clinic.

441. Madison was never an oncologist during his medical career—indeed, he has treated few cancer patients in his career. Most of his patients came to him seeking treatment of back and neck pain, or for other types of chronic non-cancer pain.

¹⁵⁰ *Giacchino*, 2013 IL App (1st) 122694-U, ¶¶ 71–74, 116.

442. Upon information and belief, Madison's primary method of treating patients for pain, including chronic non-cancer pain, was through the use of prescription opioids.

443. In 2010, Madison took on a new line of work when he was named president of the corporation Melrose Park Clinic, following the suspension of the medical license of its former president, Defendant Giacchino.¹⁵¹ Madison remained president of Melrose Park Clinic until its involuntary dissolution in 2017.

444. In December 2012, Madison was indicted on federal False Claims Act charges over his alleged billing of insurers for over \$3 million for procedures that were never performed, while practicing in Chicago.¹⁵²

445. In 2015, the state of Michigan suspended Madison's license to practice medicine.¹⁵³ And Madison's medical license would ultimately be suspended by the IDFPR on November 29, 2016, in relation to his work for the Melrose Park Clinic—specifically, for prescribing prescription opioids for non-therapeutic purposes.

446. His license remains suspended to this day.¹⁵⁴

¹⁵¹ Bob Uphues, *Controversial Ex-Doc Rents Space For Medical Office In Riverside*, Riverside-Brookfield Landmark (Jan. 11, 2013), http://www.rblandmark.com/News/Articles/1-11-2013/Controversial-ex_doc-rents-space-for-medical-office-in-Riverside/.

¹⁵² Lois Tomaszewski, *Michigan City Doctor Indicted On Federal Health Fraud Charges*, Mich. City News-Dispatch (Dec. 26, 2012), http://www.thenewsd Dispatch.com/news/local/article_29778267-c41c-5d03-a67e-4dbb4346f639.html.

¹⁵³ Carla K. Johnson, *Regulators: Illinois Doctor's Pill Mill Supplied 11 States*, Associated Press (Nov. 30, 2016), <http://chicago.cbslocal.com/2016/11/30/regulators-illinois-doctors-pill-mill-supplied-11-states/>.

¹⁵⁴ Bob Uphues, *Lawyer Wants Out Of Riverside Pain Doc's Case*, Riverside-Brookfield Landmark (Feb. 21, 2017), Bob Uphues, *Controversial Ex-Doc Rents Space For Medical Office In Riverside*, Riverside-Brookfield Landmark (Jan. 11, 2013), http://www.rblandmark.com/News/Articles/1-11-2013/Controversial-ex_doc-rents-space-for-medical-office-in-Riverside/.

447. In November 2016, Madison was named as an unindicted co-conspirator in a federal lawsuit filed in November 2016 in Massachusetts against Insys Therapeutics. The lawsuit identified Madison as a KOL used by Insys Therapeutics to help promote its fentanyl oral spray product Subsys. In exchange, Madison received over \$87,000 in fees at sham speaking engagements attended almost exclusively by the company's sales representatives, or, occasionally, doctors who did not specialize in treating cancer-related pain.

448. Madison's speeches, according to the complaint, were titled "Advancements in the Treatment of Breakthrough Pain In Cancer Patients," despite his near-total lack of experience treating cancer patients.¹⁵⁵ Madison spoke at approximately 46 such events in the Chicago area between November 2012 and June 2015.

449. Madison, the complaint alleges, was seen as a "go to physician" by the company, who—according to an email from an Insys sales representative—ran "a very shady pill mill and only accepts cash...[and] basically just shows up to sign his name on the prescription pad."

450. Indeed, until 2016 Madison was the top Subsys prescriber in Illinois, dispensing as much as 58 percent of all Subsys prescriptions in the state.¹⁵⁶ Of these prescriptions, the attorney general alleged, more than 95 percent were not for the treatment of breakthrough cancer pain.

451. Similarly, Defendant McMahon also received benefits from Insys in 2015. Upon information and belief, these benefits came in the form of free food and drink at one of the sham "speaking engagements" featuring Defendant Madison.

¹⁵⁵ Jessica Huseman, *Illinois Sues Controversial Drug Maker Over Deceptive Marketing Practices*, ProPublica (Aug. 29, 2016), <https://www.propublica.org/article/illinois-sues-controversial-drug-maker-over-deceptive-marketing-practices>.

¹⁵⁶ *Id.*

C. Prescriber Defendants Operated a Pill Mill at the Melrose Park Clinic.

452. Just after January 1, 2013, the doors of Melrose Park Clinic’s new location in Riverside, Illinois opened. Working behind the counter was a familiar face: Defendant Giacchino, who told a reporter that he was merely serving as the clinic’s administrator, “answering phones, clearing up and processing paperwork.”¹⁵⁷

453. Giacchino also said that Defendant Madison would be the doctor treating patients at Melrose Park Clinic’s new location. Defendant McMahon was also brought on to work at Melrose Park Clinic.

454. Upon information and belief, Melrose Park Clinic was—as it had been at its prior location—merely a pill mill, dispensing opioid prescriptions to virtually all comers, regardless of their claimed ailment, the presence of any number of ‘red flags’ for potential diversion that any reasonable clinic operator would take notice of, and without performing the most basic medical procedures to determine whether opioids were necessary. The primary qualification a patient needed to receive opioids from Prescriber Defendants was cash.

455. The prescriptions McMahon and Madison issued did not remain in Riverside, but made it as far as 100 miles away.¹⁵⁸ Indeed, the IDFPR ultimately found that Madison’s opioid

¹⁵⁷ Bob Uphues, *Controversial Ex-Doc Rents Space For Medical Office In Riverside*, Riverside-Brookfield Landmark (Jan. 11, 2013), http://www.rblandmark.com/News/Articles/1-11-2013/Controversial-ex_doc-rents-space-for-medical-office-in-Riverside/.

¹⁵⁸ Bob Uphues, *Riverside Pain Doc’s License Pulled By State*, Riverside-Brookfield Landmark (Nov. 8, 2016), <http://www.rblandmark.com/News/Articles/11-8-2016/Riverside-pain-doc's-license-pulled-by-state/>.

prescriptions were distributed to patients from as many as eleven states, including California, Florida, Iowa, Indiana, Michigan, Minnesota, Ohio, Oklahoma, Tennessee, and Wisconsin.¹⁵⁹

456. As a consequence of their conduct, Defendants Madison and McMahon had their medical licenses suspended in November 2016 for prescribing opioids for non-therapeutic purposes, including through their work at the Melrose Park Clinic.

457. In the petition to temporarily suspend Defendant McMahon's license, the Chicago office of the DEA sent a confidential informant to Melrose Park Clinic. During those visits, McMahon provided the source with *six* prescriptions for Norco—which contains hydrocodone—in the amount of 90 pills per prescription, without ever examining the patient or performing any tests. The source “walked into the office in July and handed \$200 to Giacchino” at the front desk, who “put the money into his pocket,” after which the source “met with McMahon for about 60 seconds before walking out with the prescriptions.” The same thing happened during the source's second visit a month later.¹⁶⁰

458. According to the ultimately-approved suspension petition, McMahon prescribed hundreds of thousands of units of hydrocodone and oxycodone over the course of two-plus years at Melrose Park Clinic.

459. Defendant Madison, meanwhile, was found to have provided as much as 1.6 *million* doses of controlled substances from 2015 to 2016 to patients in eleven states, including Illinois, and giving patients cursory examinations (or none at all) before dispensing opioids to

¹⁵⁹ Carla K. Johnson, *Regulators: Illinois Doctor's Pill Mill Supplied 11 States*, Associated Press (Nov. 30, 2016), <http://chicago.cbslocal.com/2016/11/30/regulators-illinois-doctors-pill-mill-supplied-11-states/>.

¹⁶⁰ Bob Uphues, *Riverside Pain Doc's License Pulled By State*, Riverside-Brookfield Landmark (Nov. 8, 2016), <http://www.rblandmark.com/News/Articles/11-8-2016/Riverside-pain-doc's-license-pulled-by-state/>.

them.¹⁶¹ Upon information and belief, a substantial portion of these doses were prescribed through Madison's work for the Melrose Park Clinic.

460. The fact that buyers were willing to drive hundreds of miles to Prescriber Defendants' clinic to procure opioids would have, and should have, been a clear red flag to a reasonable clinic operator that their clinic was being used as a ready source for prescription opioids to be diverted into the illegal markets and abused by addicts.

461. With no doctors left to push opioids on the public, Melrose Park Clinic finally closed its doors for good on March 10, 2017.¹⁶² But the damage had already been done.

462. In total, Prescriber Defendants have had a terrible impact on Plaintiffs' citizens and Plaintiffs themselves, by dispensing enormous quantities of opioid prescriptions within, and to citizens within, Plaintiffs' communities over the past decade. Upon information and belief, Prescriber Defendants issued tens of thousands of bogus opioid prescriptions through the Melrose Park Clinic, including thousands to residents of Plaintiffs' communities.

463. The Prescriber Defendants knew or should have known that the extraordinary amounts of highly addictive controlled substances they were supplying to residents in and around Plaintiffs was not consistent with reasonable clinical practice, and was diverting opioids into the illegal market.

464. The Prescriber Defendants also knew or should have known that Plaintiffs and Illinois had been experiencing an opioid epidemic of previously-unknown proportions, and that

¹⁶¹ Bob Uphues, *State Turns Up Heat On Riverside Pain Clinic*, Riverside-Brookfield Landmark (Dec. 6, 2016), <http://www.rblandmark.com/News/Articles/12-6-2016/State-turns-up-heat-on-Riverside-pain-clinic/>.

¹⁶² Bob Uphues, *Riverside Pain Clinic Closing Its Doors*, Riverside-Brookfield Landmark (Mar. 9, 2017), <http://www.rblandmark.com/News/Articles/3-9-2017/Riverside-pain-clinic-closing-its-doors/>.

the cities, villages, and towns, as well as the State, are experiencing excessively high rates of illegal use and diversion of prescription opioids.

465. Nonetheless, the Prescriber Defendants continued writing opioid prescriptions for virtually all comers, in order to continue reaping the profits they brought in.

466. The Prescriber Defendants knew that the volume and nature of their customers' requests for prescription opioids were highly suspicious and suggested that they were using and diverting opioids for illegal and/or unapproved uses. Despite this, the Prescriber Defendants undertook no efforts to change their practices. They sold the prescriptions for opioids, took the money, and that was that—even though the amounts of pills they were distributing to individual customers, and as a whole, was suspicious on its face.

467. As such, the Prescriber Defendants knowingly or negligently wrote suspicious prescriptions of opioids from January 2013 to March 2017, when the Melrose Park Clinic shut its doors. In addition, Giacchino knowingly or negligently wrote suspicious prescriptions of opioids, and aided and abetted in doing so, from (upon information and belief) the time Illinois reinstated his suspended controlled substances license in June 1998 until March 2017, when the Melrose Park Clinic shut its doors.

468. The Prescriber Defendants received substantial profits for the controlled substances they provided to the residents of Plaintiffs' communities, but had no regard for the havoc they were wreaking on the cities, towns, and villages throughout Cook County.

V. Defendants' Conduct Has Fueled The Opioid Epidemic In Plaintiffs' Communities, Causing Them And Their Residents Extraordinary, Ongoing Harm.

469. If there is a single thread connecting Defendants' actions in their roles as manufacturers, distributors, and local dealers of prescription opioids, it is this: Defendants all repeatedly chose to maximize their profits at the expense of the welfare of Plaintiffs'

communities and their citizens, allowing for knowing or negligent improper sales and diversion of massive quantities of opioids within these cities, towns, and villages, and across Illinois.

470. Upon information and belief, Manufacturer and Distributor Defendants have widely engaged in the same deceptive marketing and faulty distribution practices described herein in each of Plaintiffs' communities.

471. Opioids have had an acute impact in Illinois, where doctors prescribed enough opioids in 2016 to provide every other person with their own prescription—and still have enough left over for more than 850,000 people.¹⁶³ At least 1,947 deaths in Illinois were attributable to opioid overdosing in 2016 (accounting for 81 percent of all drug overdose deaths), a 41 percent increase over the prior year, and a 303 percent increase since 1999.¹⁶⁴ The Illinois Department of Public Health reports that more Illinoisans died from an opioid-related drug overdose (due to heroin and prescription opioids) in 2014 than from homicide or suicide, giving it—at the time—the third fastest-rising death rate from opioids in the nation.¹⁶⁵

472. In addition, the number of infants diagnosed with Neonatal Abstinence Syndrome statewide grew to a record high of 373 in 2015 (although the Illinois Department of Public Health notes this likely underestimates its true incidence).¹⁶⁶

473. At the local level, this crisis has manifested itself in rural, urban, and suburban

¹⁶³ Centers for Disease Control and Prevention, *U.S. State Prescribing Rates, 2016* (last visited Mar. 1, 2018), <https://www.cdc.gov/drugoverdose/maps/rxstate2016.html>.

¹⁶⁴ Henry J. Kaiser Family Foundation, *Opioid Overdose Deaths And Opioid Overdose Deaths As A Percent Of All Drug Overdose Deaths* (2015), available at <http://kaiserf.am/2FHnxjI>.

¹⁶⁵ *Death Rate From Opioid Overdoses Rising In Illinois*, Il. News Network (Jan. 13, 2017), https://www.ilnews.org/news/health/death-rate-from-opioid-overdoses-rising-in-illinois/article_4d79650c-d1fa-539a-8fa7-0ba781151423.html.

¹⁶⁶ Ill. Dep't of Pub. Health, Neonatal Abstinence Syndrome Advisory Committee, *Annual Report to the General Assembly* 10, 12 (2017).

communities alike across Illinois, including in Plaintiffs' communities.

474. Plaintiffs are all located in Cook County Illinois, except for Plaintiff Village of Addison, which is located in DuPage County, Village of Bensenville, which is located in DuPage County, Village of Bolingbrook, which is located in DuPage and Will Counties, Plaintiff City of Kankakee, which is located in Kankakee County, and Plaintiff City of Streator, which is located in Livingston and LaSalle counties.

475. Cook County had an opioid prescription rate of 41.3 prescriptions per 100 persons in 2016; down from a high of 47.5 prescriptions per 100 people in 2012, which was almost enough to provide every other person in Cook County with their own opioid prescription.¹⁶⁷ And suburban Cook County has seen its opioid-related overdose death rate rise to 13.7 per 100,000 in 2016, surpassing the 2015 national average of 10.4 per 100,000.¹⁶⁸

476. LaSalle County's opioid prescription rate has been even direr, which peaked at a rate of 96.3 opioid per 100 people in 2012—almost enough to give every person in LaSalle County their own opioid prescription.¹⁶⁹ Kankakee County's opioid prescription rate was similar, with a rate of 90.0 opioid per 100 people in 2012 as was Livingston County's opioid prescription rate of 90.3 opioid per 100 people in 2012.

477. DuPage County's opioid prescription rate was 54.6 opioid per 100 people in 2012,

¹⁶⁷ See Centers for Disease Control and Prevention, *U.S. County Prescribing Rates, 2016* (last visited Mar. 4, 2018), <https://www.cdc.gov/drugoverdose/maps/rxcounty2016.html>; Centers for Disease Control and Prevention, *U.S. County Prescribing Rates, 2012* (last visited Mar. 4, 2018), <https://www.cdc.gov/drugoverdose/maps/rxcounty2012.html>.

¹⁶⁸ Karen Kaplan, *Opioid Overdose Deaths Are Still Rising In Nearly Every Segment Of The Country, CDC Says*, L.A. Times (Mar. 29, 2018), <http://www.latimes.com/science/sciencenow/la-sci-sn-opioid-overdose-deaths-20180329-htlmstory.html>; Cook County Public Health, Epidemiology Brief: Opioid-Related Overdose Deaths In Cook County, IL, 2015, <https://bit.ly/2GTUJaT> (last visited Apr. 5, 2018).

¹⁶⁹ See Centers for Disease Control and Prevention, *U.S. County Prescribing Rates, 2012* (last visited June 28, 2018), <https://www.cdc.gov/drugoverdose/maps/rxcounty2012.html>

and Will County's opioid prescription rate was 60.6 opioid per 100 people in 2012.

478. Despite this, upon information and belief, many Cook County residents who need addiction treatment do not receive it.

479. As a result of all of this, Cook County has experienced growing opioid overdose rates. 2015 saw 647 drug overdose deaths from opioids in Cook County.¹⁷⁰ Cook County Health and Hospitals System reported dealing with more than 5,000 opioid-related emergencies in 2016, a 400 percent increase since 2006.¹⁷¹

480. In Plaintiffs' communities, the opioid crisis's toll has been both emotional—impacting countless residents and their families—as well as financial, creating enormous pressure on law enforcement, municipal courts, fire department services, and more. It has also harmed private businesses throughout the community, contributing to absenteeism (*i.e.*, employees missing work) as well as presenteeism (*i.e.*, employees being functionally unable to perform their duties) in their local private sector.

481. And, as stated, the opioid epidemic has produced startling numbers of overdose deaths in Plaintiffs' communities. For every 20 opioid-related overdose deaths they have experienced, the services required to respond to and manage them cost Plaintiffs well over \$700,000.¹⁷² But this does not even begin to encompass the true costs of the opioid epidemic caused by Defendants' actions for Plaintiffs, including criminal justice, medical, and workplace

¹⁷⁰ Cook County Public Health, Epidemiology Brief: Opioid-Related Overdose Deaths In Cook County, IL, 2015, <https://bit.ly/2GTUJaT> (last visited Apr. 5, 2018).

¹⁷¹ Cook County Health and Hospital System, *Opioids*, <http://www.cookcountyhhs.org/opioids/> (last visited Apr. 5, 2018).

¹⁷² See Timothy J. Inocencio, et al., *The Economic Burden of Opioid-Related Poisoning In the United States*, 14 Pain Med. 1534, 1540 (2013) (average cost of responding to opioid overdose event is \$38,968.)

productivity costs in the community *because* of the crisis, as well as money spent by Plaintiffs voluntarily *in response* to the crisis.

482. As a direct and foreseeable consequence of Defendants' egregious conduct, Plaintiffs experienced a substantial increase in the number of opioids prescribed to residents, as well as opioid-related addiction, death, and overdose in recent years. At the same time, Plaintiffs have experienced more criminal activity than would have otherwise existed, but for opioid abuse and diversion of opioids into the black market. The devastating impact on the social fabric of Plaintiffs' communities causes them further economic harm, including costs related to police and fire responses to fatal and non-fatal opioid overdoses, as well as suspected overdoses.

483. Finally, Manufacturer and Distributor Defendants' conduct has harmed Plaintiffs by increasing the cost of providing health insurance to their employees. Like many municipal governments, Plaintiffs are self-insured entities, meaning that—instead of paying an insurance company to pay medical claims—Plaintiffs pay the claims themselves, using a third-party administrator to process the claims on its behalf. This includes the costs of employees' opioid prescriptions. Over the past two decades, Plaintiffs have been forced to cover an increasing number of opioid prescriptions being issued to its employees.

484. But for Defendants' conduct, the vast majority of these prescriptions would not have been issued, and Plaintiffs would not have had to pay to cover their costs. Furthermore, Plaintiffs overpaid for prescriptions that were not effective or safe for the advertised use.

485. Defendants' deceptive marketing, failure to monitor the opioid supply chain for obvious signs of diversion, and active participation in diversionary activities made such a state of affairs inevitable, giving rise to a drug epidemic the likes of which Plaintiffs, Illinois, and the nation have never seen.

COUNT I
PUBLIC NUISANCE
(On Behalf of All Plaintiffs As Against All Defendants)

486. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

487. Under Illinois law, a public nuisance is the “doing or the failure to do something that injuriously affects the safety, health or morals of the public, or works some substantial annoyance, inconvenience or injury to the public.” *Burns v. Simon Properties Grp., LLP*, 2013 IL App (5th) 120325, ¶ 6. (internal quotations omitted). A public nuisance claim must identify “(1) the existence of a public right; (2) a substantial and unreasonable interference with that right by the defendant; (3) proximate cause; and (4) injury.” *Id.*

488. Plaintiffs’ residents have a common right to be free from conduct creating an unreasonable risk of harm to public health, morals, comfort, welfare, and safety in their community, and to be free from conduct creating a disturbance and reasonable apprehension of danger to people and property.

489. As described herein, Defendants have created a continuing public nuisance in Plaintiffs’ communities through their conduct, including Manufacturer Defendants’ widespread campaign to aggressively and deceptively market prescription opioids beyond their approved uses; Distributor Defendants’ intentionally and/or recklessly distributing and selling prescription opioids that they knew, or reasonably should have known, would be diverted to illegal and/or unapproved uses while illegally failing to put appropriate controls in place; and Prescriber Defendants’ prescription of untold quantities of opioids under circumstances showing they knew, or should have known, that those opioids were being diverted to illicit and/or unapproved uses.

490. This conduct has not been insubstantial or fleeting, but has been of a continuing

nature, requiring Plaintiffs to spend hundreds of thousands of dollars each year to abate the nuisance caused by Defendants' unreasonable actions through increased expenditures on law enforcement, medical and fire services, and much more.

491. Yet this conduct has had effects far broader and deeper than a mere budgetary strain: Plaintiffs' residents have endured the emotional and financial cost of caring for loved ones addicted to or injured by opioids; local employers have lost the value of once-productive and healthy employees suffering from the effects of opioid abuse; and opioid diversion into the black market has increased criminal activity, not only for prescription opioids but for heroin, as well.

492. Such elevated levels of crime and mounting abuse, addiction, overdose, and death due to prescription opioids has contributed to greater fear, discomfort, and inconvenience to the Plaintiffs' residents, on top of direct costs to Plaintiffs themselves.

493. This has caused a significant and unreasonable interference with the public health, safety, welfare, peace, comfort, and convenience of Plaintiffs' citizens, on every geographic and demographic level, such that the public nuisance created through Defendants' conduct has been (and is) commonly referred to as a "crisis" or "epidemic."

494. As such, Defendants have individually and collectively created an unreasonable public nuisance in Plaintiffs' communities.

495. Plaintiffs respectfully request this Court enter an order awarding judgment in their favor, including damages and reasonable attorneys' fees, and awarding Plaintiffs such other, further relief as this Court may deem just.

496. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Defendants' activities constituted a public nuisance, enjoining Defendants from

engaging in any further activities constituting the public nuisance and requiring Defendants to abate the public nuisance caused by their misconduct.

COUNT II
NEGLIGENCE
(On Behalf of All Plaintiffs As Against All Defendants)

497. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

498. In Illinois, a claim of negligence requires demonstrating the presence of a duty to a foreseeable plaintiff, a breach of said duty, and causation of damage to the plaintiff through the breach. *Guvenoz v. Target Corp.*, 2015 IL App (1st) 133940, ¶ 89. Furthermore, a violation of a statute or ordinance designed to protect human life creates a *prima facie* case of negligence, allowing for a claim of negligence per se when “(1) plaintiff is a member of the class of persons the statute or ordinance was designed to protect, (2) the injury is the type of injury that the ordinance was intended to protect against, and (3) the defendant’s violation of the statute or ordinance was the proximate cause of the plaintiffs’ injury.” *Price ex rel. Massey v. Hickory Point Bank & Tr., Tr. No. 0192*, 362 Ill. App. 3d 1211, 1216 (2006).

499. Defendants, as the manufacturers, distributors, and sellers of dangerous prescription opioids in Illinois, had an obligation to exercise due care in performing their duties. They utterly failed to do so.

500. Each Defendant owed a duty to Plaintiffs and the public health and safety within them, because the injury they caused through the deceptive marketing, illegal distribution, and reckless sale of dangerous Schedule II narcotics like prescription opioids was foreseeable to—and indeed, actually foreseen by—Defendants.

501. Reasonably prudent prescription opioid manufacturers would not have

misrepresented the risks of prescription opioids, nor overstated their benefits, through publications, CMEs, and other forms of direct and indirect marketing. Yet this is precisely what Manufacturer Defendants did by aggressively pushing highly addictive opioids for chronic non-cancer pain, despite repeated warnings from law enforcement and federal agencies of the unlawfulness and consequences of such actions (and omissions).

502. Reasonably prudent prescription opioid distributors would have implemented basic controls—required under Illinois law—to prevent opioid diversion in the supply chain. But Distributor Defendants failed to do this at all. Furthermore, Distributor Defendants failed to adhere to the legal duties imposed on them by statute, as distributors of a dangerous narcotic, by looking the other way while massive quantities of prescription opioids flowed into Plaintiffs’ communities. *See* Ill. Admin. Code § 1510.50(i); 225 ILCS 120/55(a)(16); 720 ILCS 570/303. This conduct endangered public health and violated numerous federal regulations—as incorporated into Illinois law—in ways contrary to the state legislature’s goal of preventing the diversion of dangerous prescription drugs to illegal and unapproved uses.

503. As such, Distributor Defendants breached their duties to exercise due care in the business of wholesale distribution of prescription opioids by filling unreasonably suspect orders over and over again, without imposing basic controls to monitor, identify, investigate, limit, and report suspicious orders for opioids. The very purpose of these duties was to prevent the harms that have directly followed: diversion of highly addictive drugs for illegal and/or non-approved purposes. Thus, the causal connection between Distributor Defendants’ conduct and the ensuing harm was entirely foreseeable.

504. Prescriber Defendants sold untold quantities of prescription opioids in the City under circumstances showing they knew, or should have known as reasonably prudent

prescribers, that those opioids were being diverted to illicit and/or unapproved uses. Prescriber Defendants engaged in the gross over prescription of opioids for years without implementing basic controls to prevent diversion and ignored the clear signs of diversion. The very purpose of those controls (and attendant duties) was to prevent the harms that have directly followed: diversion of highly addictive drugs for illegal and/or non-approved purposes. Thus, the causal connection between the Prescriber Defendants' conduct and the ensuing harm was entirely foreseeable.

505. As a result of all Defendants' utter failure to take care in their role as prescription opioid manufacturers, distributors, and dealers, Plaintiffs have experienced, and continue to experience, an ongoing opioid epidemic that has brought extraordinary financial and social harm to their communities.

506. Defendants acted with actual malice in taking these actions, as demonstrated by their willful flouting of basic duties and rules governing the marketing, distribution, and sale of prescription opioids.

507. As such, Defendants are each liable in tort for negligence. Additionally, Distributor Defendants have committed negligence per se by violating their duty as wholesale drug distributors to—among other things—not operate in a manner that would be injurious to public health.

508. Plaintiffs seek all legal and equitable relief allowed by law, including injunctive relief requiring Defendants to cease their negligent activity, restitution to Plaintiffs for the damages caused by Defendants' negligence, disgorgement of Defendants' profits caused by Defendants' negligence, entering a monetary judgment in favor of Plaintiffs and against Defendants for compensatory and punitive damages, and all other damages allowed by law.

COUNT III
FRAUDULENT MISREPRESENTATION
(On Behalf of All Plaintiffs As Against Manufacturer Defendants)

509. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

510. In Illinois, a cause of action for fraudulent misrepresentation requires “(1) a false statement of material fact; (2) known or believed to be false by the person making it; (3) an intent to induce the plaintiff to act; (4) action by the plaintiff in justifiable reliance on the truth of the statement; and (5) damage to the plaintiff resulting from such reliance.” *Doe v. Dilling*, 228 Ill. 2d 324, 343 (2008).

511. Manufacturer Defendants’ practices, as described in the Complaint, constitute fraudulent misrepresentation because the practices were intended to deceive doctors, consumers, other health care payors in Plaintiffs’ communities, and Plaintiffs, and occurred in connection with the sale or advertisement of merchandise: that is, prescription opioids.

512. At all times relevant to the Complaint, Defendants, directly through their control of third parties, and by aiding and abetting third parties, committed fraudulent misrepresentation by making and disseminating deceptions and misrepresentations to promote the sale and use of opioids to treat chronic non-cancer pain, or by causing false statements about opioids to be made or disseminated in order to promote the sale and use of opioids to treat chronic non-cancer pain.

513. Manufacturer Defendants knew at the time of making or disseminating these statements, or causing these statements to be made or disseminated, that such statements were untrue, false, or misleading and failed to disclose material risks and were therefore likely to deceive prescribers, consumers, and other health care payors. In addition, they knew or believed that their marketing and promotional efforts created a false impression of the risks, benefits, and

superiority of their opioid products.

514. Manufacturer Defendants also engaged in the fraudulent conduct described above by acting in concert with third party Front Groups and KOLs to make false statements about Defendants' drugs' suitability for the treatment of chronic non-cancer pain. Manufacturer Defendants were aware of the nature of the statements made by KOLs and Front Groups, and yet provided them substantial assistance and encouragement by helping them develop, refine, and promote these false statements and distributing them to a broader audience.

515. Manufacturer Defendants also substantially encouraged the dissemination of these false statements by providing the Front Groups and KOLs with funding and technical support for the shared purpose of issuing misleading, pro-opioid messaging.

516. All of this conduct, separately and collectively, was intended to deceive residents of Plaintiffs' communities who used or paid for opioids for chronic pain; prescribers who prescribed opioids for chronic non-cancer pain; and other payors, including Plaintiffs, that covered the purchase of opioids for chronic non-cancer pain.

517. As a direct result of the foregoing acts, Manufacturer Defendants have received, or will receive, income, profits, and other benefits, which they would not have received if they had not made the false representations described herein. These false representations have damaged, and continue to damage, Plaintiffs through excess expenditures on providing basic services, as well as through costs paid for opioids they otherwise would not have purchased.

518. Plaintiffs respectfully request this Court enter an order awarding judgment in their favor for monetary damages, including reasonable attorneys' fees, and awarding Plaintiffs such other, further relief as this Court may deem just.

519. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Defendants' misrepresentations described herein were fraudulent and requiring Defendants to cease making such fraudulent misrepresentations in the future.

COUNT IV
INSURANCE FRAUD
(On Behalf of All Plaintiffs As Against Manufacturer Defendants)

520. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

521. 720 ILCS 5/17-10.5(a)(1) provides, in pertinent part, that a party commits insurance fraud when "he or she knowingly obtains ... or causes to be obtained, by deception, control over the property of a ... self-insured entity ... by the making of a false claim or by causing a false claim to be made to a self-insured entity, intended to deprive a[] ... self-insured entity permanently of the use and benefit of that property."

522. 720 ILCS 5/17-10.5(e)(1) provides that anyone who commits a violation of 720 ILCS 5/17-10.5(a)(1) "shall be civilly liable to the ... self-insured entity that paid the claim ... in an amount equal to either 3 times the value of the property wrongfully obtained ... plus reasonable attorney's fees."

523. Throughout the relevant time period, Manufacturer Defendants, directly, through their control of third parties, and by acting in concert with those parties, knowingly caused false claims to be made to Plaintiffs' self-insured health plan, and—through their deception—obtained the property of Plaintiffs in payment for those false claims.

524. Manufacturer Defendants' scheme caused prescribers to write prescriptions for opioids to treat chronic pain that were presented to the Plaintiffs' health plans for payment. Therefore, each claim for reimbursement to Plaintiffs for chronic opioid therapy is the direct

result of Manufacturer Defendants' false and deceptive marketing, which presented to prescribers patently false and deceptive information about the risks, benefits, and superiority of opioids for the treatment of chronic non-cancer pain.

525. Plaintiffs only cover the cost of medical services and prescription drugs that are medically necessary, reasonably required, and prescribed for an FDA-approved use. Doctors, pharmacists, other health care providers, and agents of Plaintiffs' health plans expressly or impliedly certified to Plaintiffs that opioids were medically necessary and reasonably required to treat chronic non-cancer pain, because they were influenced by the false and deceptive statements disseminated by Manufacturer Defendants about the risks, benefits, and superiority of opioids for treating chronic non-cancer pain.

526. These misrepresentations were material because, had Plaintiffs known of the false statements disseminated by Manufacturer Defendants, Plaintiffs would have refused to authorize payment for those opioid prescriptions as self-insured entities that directly cover the cost of their employees' prescription drugs.

527. As such, Manufacturer Defendants knowingly made, used, or caused to be made, false claims with the intent to induce Plaintiffs to approve and pay them.

528. As a result, Plaintiffs have been injured, and Manufacturer Defendants have received, or will receive, income, profits, and other benefits, which they would not have received if they had not engaged in the violations of 720 ILCS 5/17-10.5(a)(1) described herein.

529. Plaintiffs respectfully request that this Court enter an order awarding judgment in their favor, requiring Manufacturer Defendants to pay three times any money acquired as a result of the fraudulent conduct described above, ordering Manufacturer Defendants to pay reasonable attorneys' fees, and awarding Plaintiffs such other, further relief as this Court may deem just.

530. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Defendants' misrepresentations described herein were fraudulent and requiring Defendants to cease making such fraudulent misrepresentations in the future.

COUNT V
VIOLATIONS OF 815 ILCS 505/2
(On Behalf of All Plaintiffs As Against Manufacturer and Distributor Defendants)

531. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

532. The Illinois Consumer Fraud and Deceptive Business Practices Act ("ICFA"), 815 ILCS 505/2, provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the 'Uniform Deceptive Trade Practices Act', approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby. In construing this section consideration should be given to the interpretations of the Federal Trade Commission and the federal courts relating to Section 5 (a) of the Federal Trade Commission Act.

533. Throughout the relevant time period, Manufacturer Defendants, directly through their control of third parties, and/or by aiding and abetting third parties, violated the ICFA by engaging in unlawful, deceptive, and unfair acts and practices to promote the sale and use of opioids to treat chronic pain. These practices were intended to deceive consumers and Plaintiffs considering whether or not to purchase prescription opioids, as well as the doctors responsible for prescribing them.

534. Manufacturer Defendants directly, as well as indirectly through their control of third parties and/or aiding and abetting third parties, made and disseminated untrue, false, and

misleading statements to consumers and prescribers in Plaintiffs' communities to promote the sale and use of opioids to treat chronic non-cancer pain, or by causing untrue, false, and misleading statements about opioids to be made or disseminated to area prescribers and consumers to promote the sale and use of opioids for treating chronic non-cancer pain.

535. Manufacturer Defendants also made statements that omitted or concealed material facts to promote the sale and use of opioids to treat chronic pain. Manufacturer Defendants and their third-party allies repeatedly failed to disclose, or minimized, material facts about the risks, benefits, and uses of opioids. Such material omissions were deceptive and misleading in their own right, and further rendered even otherwise truthful statements about opinions false or misleading regarding the risks, benefits, and uses of opioids—particularly for the treatment of chronic non-cancer pain.

536. These false and misleading statements, and material omissions of fact, included, at minimum:

- Denying that pain patients would become addicted to opioids;
- Omitting that opioids are highly addictive and may result in overdose or death;
- Claiming that signs of addiction were “pseudoaddiction” reflecting undertreated pain, and should be responded to with more opioids;
- Claiming that the risk of addiction to opioids could be managed and avoided through risk-screening tools;
- Claiming that opioid doses can be increased, without disclosing the greater risks of addiction, other injury, or death at higher doses;
- Misleadingly promoting opioids as superior to competing analgesics, such as NSAIDs, including overstating the risks of NSAIDs and citing risks of NSAIDs without disclosing opioids' risks;
- Claiming opioids are an appropriate treatment for chronic pain, and failing to disclose the lack of long-term evidence for their use;
- Claiming chronic opioid therapy would improve patients' function and quality of life;
- Promoting opioids as able to provide lengthier periods of pain relief than was

known to occur for many patients;

- Claiming abuse-deterrent opioids reduce addiction and abuse, and are safer than other opioids, and failing to disclose that they do not limit oral abuse, can be defeated with relative ease, and may increase overall abuse; and
- Omitting other material facts that deceived consumers and doctors through Manufacturer Defendants' affirmative representations to them, including other adverse effects of opioid use.

537. Throughout the relevant time period, Manufacturer Defendants and the third parties they controlled made and disseminated such statements and material omissions through an array of marketing channels, including in-person detailing, speaker events, conferences, teleconferences, CMEs, studies, journal articles, supplements, advertisements, brochures, websites, and other patient and doctor education materials.

538. Manufacturer Defendants and the third-parties they controlled knew that these statements were untrue and misleading, or omitted material facts, when they made them, and knew they would likely deceive the public, and Plaintiffs, and cause them to purchase prescription opioids they otherwise would not have bought—that was the entire point.

539. Furthermore, the business practices Manufacturer Defendants engaged in during the relevant time period offended public policy, were immoral, unethical, oppressive, and unscrupulous, and have resulted in substantial injury to Plaintiffs and consumers in their communities that is not outweighed by a countervailing benefit to consumers or competition.

540. Among other things, these unfair practices included engaging in false and misleading drug marketing directly and through third parties; promoting the purported advantages of a Schedule II narcotic without substantial, credible scientific evidence to support their claims; failing to present a fair assessment of the risks, benefits, and uses of opioids to consumers; deliberately using unbranded marketing materials to evade FDA oversight and rules prohibiting deceptive marketing; and promoting their opioids for off-label uses.

541. This conduct offends the public policy in Illinois. As the legislature has decreed in passing the Illinois Controlled Substances Act, the abuse of prescription drugs causes substantial harm to “the peace, health, and welfare of the citizens of Illinois.” 720 ILCS 570/100; *see also* 745 ILCS 35/2 (“drug addiction [is] among the most serious health problems facing the people of the State of Illinois”). But by engaging in the unfair conduct described above, Manufacturer Defendants actively worked to conceal the risk of addiction from Illinois patients, prescribers, and third-party payors in the hopes of selling ever-greater quantities of their products.

542. This conduct was also oppressive to Plaintiffs. Plaintiffs put their trust in physicians to appropriately convey and balance the risks and benefits of various treatment options for their employees and residents of their communities. Physicians, in turn, are inclined to trust the advice of KOLs, Front Groups, and other seemingly independent sources of objective medical information. But by engaging in the conduct described herein, Manufacturer Defendants co-opted those sources of information in order to convince prescribing physicians—and through them, patients and Plaintiffs—that opioids were medically necessary to treat chronic non-cancer pain. This was especially so given Manufacturer Defendants’ deliberate targeting of non-specialist physicians and non-physician prescribers, who lacked the time and expertise to evaluate the false, deceptive, and materially misleading claims being promoted to them.

543. Manufacturer Defendants’ conduct has grievously injured Plaintiffs, causing them not only to spend limited funds on providing excess municipal services in the opioid epidemic’s wake, but causing them to spend money on opioid prescriptions that they otherwise would not have, but for Manufacturer Defendants’ willing violations of public policy and oppressive behavior.

544. As such, Manufacturer Defendants have engaged in fraudulent, deceptive, unlawful, and unfair business practices in violation of Section 2 the ICFA.

545. In addition, the Distributor Defendants were in the position to implement effective business practices to guard against diversion of the highly addictive opioid products they sell and distribute. They repeatedly purported to have done so. But those representations were untrue. Instead, they profited off the opioid epidemic by flouting anti-diversion laws, while burdening Plaintiffs by their conduct and profiting from the sale of prescription opioids in quantities that far exceeded the number of prescriptions that could reasonably have been used for legitimate medical purposes, despite having notice or actual knowledge of widespread opioid diversion from prescribing records, pharmacy orders, field reports, and sales representatives. The Distributor Defendants' conduct constitutes an unlawful, fraudulent, and deceptive business practice.

546. Moreover, the Distributor Defendants' acts in violation of law are also business practices that constitute independent violations of the ICFA, including the Distributor Defendants' filling of suspicious or invalid orders for prescription opioids at both the wholesale and retail levels; failing to maintain effective controls against opioid diversion; failing to operate an effective system to disclose suspicious orders of controlled substances; failing to report suspicious orders of controlled substances; failing to reasonably maintain necessary records of opioid transactions; and deliberately ignoring questionable and/or obviously invalid prescriptions and filling them anyway—all while purporting to have world-class and compliant systems, controls, and practices.

547. As such, Distributor Defendants have engaged in fraudulent, deceptive, unlawful, and unfair business practices in violation of Section 2 the ICFA.

548. Manufacturer and Distributor Defendants' fraudulent, deceptive, unlawful, and unfair activity alleged herein caused Plaintiffs to incur substantial and continuing damages in their communities associated with the cost of opioids, as described herein, as well as the costs of providing opioids through their self-insured health plans.

549. As a direct and proximate result of the foregoing acts and practices, Defendants have received, or will receive, income, profits, and other benefits, which they would not have received if they had not engaged in the violations described herein.

550. No public policy justifies Defendants' misconduct, including the Manufacturer Defendants' decades' long misinformation campaign, which made it wholly unreasonable to expect that Plaintiffs could have avoided their injuries.

551. These acts or practices are unfair in that they offend public policy; are immoral, unethical, oppressive, or unscrupulous; and have resulted in substantial injury to Plaintiffs that is not outweighed by any countervailing benefits to consumers or competition. Plaintiffs request that this Court enter an order awarding judgment in Plaintiffs' favor to compensate them for injuries sustained as a result of Manufacturer and Distributor Defendants' consumer fraud and unfair practices, for restitution of any money acquired as a result thereof, and awarding such other relief as this Court may deem just.

552. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Defendants' misrepresentations described herein were fraudulent and requiring Defendants to cease making such fraudulent misrepresentations in the future.

COUNT VI
UNJUST ENRICHMENT
(On Behalf of All Plaintiffs As Against All Defendants)

553. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

554. Under the doctrine of unjust enrichment, a party who receives a benefit must return it if retaining the benefit would be inequitable. Unjust enrichment requires a plaintiff to demonstrate that “defendant has unjustly retained a benefit to the plaintiffs’ detriment, and that defendant’s retention of the benefit violates the fundamental principles of justice, equity, and good conscience.” *All. Acceptance Co. v. Yale Ins. Agency, Inc.*, 271 Ill. App. 3d 483, 492 (1995) (internal quotations and citations omitted).

555. Defendants’ negligent, intentional, malicious, oppressive, illegal, and unethical acts, omissions, and wrongdoings entitle Plaintiffs to the disgorgement of profits received from all prescription opioid sales made therein during the relevant time period.

556. Defendants’ manufacturing, marketing, distribution, and sale of prescription opioids was done in violation of the basic duties and rules governing these activities, unjustly enriching Defendants while causing extraordinary harm to Plaintiffs and their residents.

557. Plaintiffs, on their own behalf and on behalf of their residents, conferred benefits on each Manufacturer Defendant, including payments for opioids manufactured by Manufacturer Defendants for sale in Plaintiffs’ communities. These benefits were known to and accepted by each Manufacturer Defendant, and inured to each entity’s profit. Retention of these benefits would be deeply inequitable in light of the false and misleading marketing and omissions of Manufacturer Defendants that contributed to and caused the opioid epidemic in Plaintiffs’ communities. Thus, Manufacturer Defendants have been unjustly enriched by their deceptive practices.

558. Plaintiffs, on their own behalf and on behalf of their residents, conferred benefits

on each Distributor Defendant, including payments for opioids distributed by each Distributor Defendant in Plaintiffs' communities. These benefits were known to and accepted by each Distributor Defendant, and inured to each entity's profit. Retention of these benefits would be deeply inequitable in light of Distributor Defendants' total failure to monitor, investigate, report, and halt orders of prescription opioids—that would have raised a red flag to even the most mildly scrupulous distributor of a Schedule II narcotics—and its resulting contribution to the opioid epidemic in Plaintiffs' communities. Distributor Defendants have thus been unjustly enriched by neglecting their duty to distribute prescription opioids for effective uses and prevent diversion in the supply chain.

559. Plaintiffs, on their own behalf and on behalf of their residents, conferred benefits on the Prescriber Defendants, including payments for medical care services in Plaintiffs' communities. These benefits were known to and accepted by the Prescriber Defendants, and inured to their benefit. Retaining these benefits would be deeply inequitable in light of the Prescriber Defendants' utter failure to police their sales of prescription opioids for obvious signs of diversion and abuse, in a way that has contributed to the opioid epidemic in Plaintiffs' communities. Thus, Prescriber Defendants have been unjustly enriched by and through their actions.

560. Plaintiffs' unprecedented opioid epidemic has cost them hundreds of thousands of dollars in health insurance and municipal services costs. The unjust enrichment of the Defendants is directly related to the damage, loss, and detriment to Plaintiffs caused by Defendants' marketing tactics, supply chain management practices, and prescribing practices.

561. It would be inequitable under these circumstances for Defendants to be allowed to retain these benefits without compensating the Plaintiffs for their value. The enrichment Defendants experienced was without justification and Plaintiffs lack a remedy provided by law.

562. As such, Plaintiffs respectfully requests this Court award judgment in their favor, including declaratory relief that Defendants were unjustly enriched by their conduct described above, injunctive relief requiring Defendants to cease engaging in such conduct, ordering Defendants to disgorge their unjustly-obtained profits to Plaintiffs, and awarding such other relief as this Court may deem just.

563. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Defendants' misrepresentations described herein were fraudulent and requiring Defendants to cease making such fraudulent misrepresentations in the future.

COUNT VII
CIVIL CONSPIRACY
(On Behalf of All Plaintiffs As Against Distributor Defendants)

564. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

565. A civil conspiracy is a combination of two or more persons to accomplish an unlawful end or to accomplish a lawful end by unlawful means. *Adcock v. Brakegate, Ltd.*, 164 Ill. 2d 54, 62 (1994).

566. Manufacturer Defendants acted tortiously in concert with each other in pursuit of a common goal: the pursuit of ever-greater profits from the sale of prescription opioids in Plaintiffs' communities through a campaign of misinformation and turning a blind eye to massive diversion of dangerous narcotics.

567. Manufacturer Defendants agreed to, and did, pursue a common strategy of fabricating a market for long-term use of opioids by minimizing the risks of opioids, overstating

their efficacy, and denigrating competing products. This agreement is evidenced by Manufacturer Defendants' co-promotion and sponsorship of KOLs and Front Groups who promulgated their misleading information about opioids. As part of their agreements with one another, Manufacturer Defendants agreed with Front Groups that they would deceptively promote the risks, benefits, and superiority of opioid therapy, and that Manufacturer Defendants would provide support for Front Groups' deceptive statements, including the dissemination of misleading messaging about opioids.

568. On information and belief, Manufacturer Defendants agreed to, and did, engage in a civil conspiracy that necessarily required—as a consequence of their conduct—creating a public nuisance, making fraudulent misrepresentations, committing insurance fraud on Plaintiffs, violating the ICFA, and committing unjust enrichment through the unlawful distribution and diversion of opioids into Plaintiffs' communities and actively working to broaden the market for prescription opioids on false grounds. Manufacturer Defendants work to weaken regulatory enforcement of pharmaceutical distribution and are highly coordinated through trade groups such as the Pain Care Forum. Given the level of coordination of their legal activities, and the scale of their illegal activities, the Manufacturer Defendants intended, agreed, and knew that the public would be misled about the risks and benefits of opioids.

569. The particular dates and times of Manufacturer Defendants' agreement cannot be known because this information is known only to Defendants. Indeed, this information has been hidden because obfuscation and secrecy are essential to the success of the conspiracy.

570. Manufacturer Defendants unlawfully marketed prescription opioids in Plaintiffs' communities and throughout Illinois in furtherance of this conspiracy.

571. Their conduct was malicious, purposeful, intentional, and unlawful, and

proximately caused (or substantially contributed to) the direct and foreseeable consequences of this conduct: a boom in opioid abuse, addiction, overdose, and death in Plaintiffs' communities, and the attendant financial costs to Plaintiffs of responding to these ongoing issues.

572. Plaintiffs respectfully request this Court enter an order awarding judgment in their favor to compensate them for injuries sustained as a result of Manufacturer Defendants' misconduct, for restitution of any money acquired as a result thereof, and awarding such other relief as this Court may deem just.

573. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Manufacturer Defendants' activities constituted a civil conspiracy, enjoining Manufacturer Defendants from engaging in any further activities constituting civil conspiracy, and providing injunctive relief requiring Manufacturer Defendants to abate any harm caused by their civil conspiracy.

COUNT VIII
CIVIL CONSPIRACY
(On Behalf of All Plaintiffs As Against Prescriber Defendants)

574. Plaintiffs incorporate by reference all other paragraphs of this Complaint as if fully set forth herein.

575. A civil conspiracy is a combination of two or more persons to accomplish an unlawful end or to accomplish a lawful end by unlawful means. *Adcock*, 164 Ill. 2d at 62.

576. Prescriber Defendants acted tortiously in concert with each other in pursuit of a common goal: the pursuit of ever-greater profits from the sale of prescription opioids in Plaintiffs' communities by willfully turning a blind eye to massive diversion of dangerous narcotics happening right under their noses.

577. Prescriber Defendants agreed to, and did, pursue a common strategy of willfully prescribing enormous quantities of opioids to consumers in Plaintiffs' communities without

performing basic due diligence, either as doctors and/or clinic operators. Their “clinic” was, in reality, a pill mill where the only qualification needed to obtain opioids was sufficient cash. This agreement is evidenced by Prescriber Defendants’ group operation of Melrose Park Clinic in Riverside beginning in 2013, numerous instances of wanton opioid overprescribing documented through investigations by the IDFPR, the uniformity of result following the IDFPR’s investigations (*i.e.*, the suspension of Defendant McMahon and Madison’s medical licenses), and prior instances of precisely the same conduct engaged in by the Melrose Park Clinic’s “administrator,” Defendant Giacchino.

578. Prescriber Defendants agreed to, and did, engage in a civil conspiracy that necessarily required—as a consequence of their conduct—creating a public nuisance, engaging in negligent behavior that injured Plaintiffs, and committing unjust enrichment. It also involved, as to Defendants McMahon and Madison post-2013, violating the Illinois Medical Practice Act’s prohibition on prescribing or distributing a controlled substance for anything other than a medically accepted therapeutic purpose, and engaging in dishonorable, unethical, and unprofessional conduct in a manner likely to harm the public. 226 ILCS 60/22(A)(5), (17); *see also* 720 ILCS 570/312 (requirements for dispensing controlled substances pursuant to the Illinois Controlled Substances Act).

579. Prescriber Defendants managed, operated, and worked at the Melrose Park Clinic, and through their work they distributed vast quantities of prescription opioids to the cash-bearing public in furtherance of this conspiracy.

580. At all times, Prescriber Defendants’ conduct was malicious, purposeful, intentional, and unlawful, and proximately caused (or substantially contributed to) the direct and foreseeable consequences of this conduct: a boom in opioid abuse, addiction, overdose, and

death in Plaintiffs' communities, and the attendant financial costs to Plaintiffs of responding to these ongoing issues.

581. Plaintiffs respectfully request this Court enter an order awarding judgment in their favor to compensate them for injuries sustained as a result of Prescriber Defendants' misconduct, for restitution of any money acquired as a result thereof, and awarding such other relief as this Court may deem just.

582. Plaintiffs also request this Court enter an order awarding declaratory relief by declaring that Prescriber Defendants' activities constituted a civil conspiracy, enjoining Prescriber Defendants from engaging in any further activities constituting civil conspiracy, and providing injunctive relief requiring Prescriber Defendants to abate any harm caused by their civil conspiracy.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs Village of Addison, Village of Bensenville, Village of Bolingbrook, Village of Forest Park, Village of Franklin Park, Village of Harwood Heights, City of Kankakee, Village of La Grange Park, Village of McCook, Village of Oak Park, Village of Riverside, Village of Schiller Park, and City of Streator respectfully request that this Court enter an Order:

- A. Declaring that Defendants have created a public nuisance;
- B. Directing Defendants to abate the public nuisance that they created and pay all appropriate damages;
- C. Declaring that Defendants have acted negligently;
- D. Directing Defendants to pay all damages caused by their negligent actions to Plaintiffs;

- E. Declaring that Manufacturer Defendants have engaged in fraudulent misrepresentation;
- F. Directing Manufacturer Defendants to pay all damages caused by their fraudulent misrepresentations;
- G. Declaring that Manufacturer Defendants have committed insurance fraud;
- H. Directing Manufacturer Defendants to pay three times the value of the property unlawfully obtained, or twice the value of the property attempted to be obtained, whichever is greater;
- I. Declaring that Defendants have engaged in unlawful, fraudulent, and deceptive acts in violation of the Illinois Consumer Fraud and Deceptive Business Practices Act;
- J. Directing Defendants to pay all damages caused by their unlawful, fraudulent, deceptive, and unconscionable business practices to Plaintiffs, including restitution of any money acquired as a result thereof;
- K. Declaring that Defendants have been unjustly enriched by their conduct;
- L. Directing Defendants to pay restitution of all benefits and disgorge all profits unjustly retained to Plaintiffs;
- M. Declaring that Defendants have engaged in an unlawful civil conspiracy;
- N. Directing Defendants to pay all damages caused by their civil conspiracy to Plaintiffs;
- O. Awarding treble and punitive damages as appropriate;
- P. Awarding injunctive relief as necessary to protect the interests of Plaintiffs;
- Q. Awarding Plaintiffs their reasonable litigation expenses and attorneys' fees;
- R. Awarding Plaintiffs pre- and post-judgment interest to the extent allowable; and

S. Award any and all other relief the Court deems appropriate and just.

JURY TRIAL DEMANDED

Plaintiffs demand a trial by jury in this matter.

Respectfully submitted,

**VILLAGE OF ADDISON, VILLAGE OF
BENSENVILLE, VILLAGE OF
BOLINGBROOK, VILLAGE OF FOREST
PARK, VILLAGE OF FRANKLIN PARK,
VILLAGE OF HARWOOD HEIGHTS, CITY
OF KANKAKEE, VILLAGE OF LA GRANGE
PARK, VILLAGE OF MCCOOK, VILLAGE
OF OAK PARK, VILLAGE OF RIVERSIDE,
VILLAGE OF SCHILLER PARK, CITY OF
STREATOR,**

Date: July 29, 2020

By: /s/ Ari J. Scharg
One of Plaintiffs' Attorneys

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AGENDA MEMO

Village Council Meeting

Forest Park, Illinois

December 13, 2021

The following Village Employees are being recognized this evening on their service anniversaries with the Village of Forest Park:

30 Years

- Dora Murphy
- Tom Aftanas
- Tim Conrad

25 Years

- Peter Morrisette

20 Years

- Phil Chiappetta
- Karen Dylewski

15 Years

- Ken Hriensaitong
- Pat Scollard
- Tom Cannon
- Dan Pater
- LaShan Riggins

10 Years

- Mike Spagnolo
- Christie Bassaloff
- Steve Knysch
- Danylle Stark

5 Years

- William Toth
- Jesus Arroyo
- Tim Ryan